

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549  
FORM 8-K/A

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported):

March 30, 2022

McCormick & Company, Inc.

(Exact name of registrant as specified in its charter)

Maryland  
(State or other jurisdiction  
of incorporation)

001-14920  
(Commission  
File Number)

52-0408290  
(IRS Employer  
Identification No.)

24 Schilling Road  
Hunt Valley  
(Address of principal executive offices)

Suite 1  
MD

21031  
(Zip Code)

Registrant's telephone number, including area code:

410 771-7301

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)).

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	MKC.V	New York Stock Exchange
Common Stock Non-Voting	MKC	New York Stock Exchange

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

Emerging growth company

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

#### EXPLANATORY NOTE

McCormick & Company, Incorporated filed a Current Report on Form 8-K on April 4, 2022 (the "Original 8-K"). This Amendment to the Original 8-K is filed solely to correct submission errors that inadvertently resulted in the Original 8-K appearing on EDGAR only under Item 9.01 of Form 8-K and the exhibits being referenced as Item 9.01 instead of the exhibit numbers listed below on Form 8-K. The text and exhibits of the Original 8-K are otherwise unchanged and appear below and attached hereto.

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

On March 30, 2022, the Registrant's stockholders approved the Registrant's 2022 Omnibus Incentive Plan (the "Plan") at the 2022 Annual Meeting of Stockholders (the "Annual Meeting"). A detailed description of the Plan was included in the Registrant's definitive proxy statement filed with the Securities and Exchange Commission (the "SEC") on February 17, 2022 (the "Proxy Statement"). A copy of the Plan, is filed as Exhibit A to the Proxy Statement. A copy of the Form of Long-Term Performance Plan Agreement, the Form of Restricted Stock Units Agreement, the Form of Restricted Stock Units Agreement for Directors, the Form of Non-Qualified Stock Option Agreement and the Form of Non-Qualified Stock Option Agreement for Directors, each pursuant to the Plan, are attached to this Form 8-K as Exhibits 10(i), 10(ii), 10(iii), 10(iv) and 10(v), respectively.

#### **Item 5.07 Submission of Matters to a Vote of Security Holders.**

On March 30, 2022, the Registrant held its Annual Meeting of Stockholders, at which (i) directors were elected, (ii) Ernst & Young LLP's appointment as the Registrant's independent registered public accounting firm for the fiscal year ending November 30, 2022 was ratified, (iii) the compensation paid to the Registrant's Named Executive Officers was approved in an advisory vote, and (iv) the Plan was approved. The proposals are described in detail in the Registrant's Proxy Statement. The final results for the votes regarding each proposal are set forth below.

---

1. Registrant's stockholders elected eleven directors to the Registrant's Board of Directors, to hold office until the next Annual Meeting of Stockholders or until their respective successors are duly elected and qualified. The votes regarding this proposal were as follows:

	<b>For</b>	<b>Against</b>	<b>Abstained</b>	<b>Broker Non-Votes</b>
Anne L. Bramman	10,974,428	91,891	11,051	3,170,731
Michael A. Conway	10,977,522	93,087	6,761	3,170,731
Freeman A. Hrabowski, III	10,929,912	124,218	23,240	3,170,731
Lawrence E. Kurzius	10,977,029	94,273	6,068	3,170,731
Patricia Little	10,971,777	96,648	8,945	3,170,731
Michael D. Mangan	10,970,899	99,819	6,652	3,170,731
Maritza G. Montiel	10,945,346	123,278	8,746	3,170,731
Margaret M.V. Preston	10,971,012	96,338	10,020	3,170,731
Gary Rodkin	10,839,714	225,553	12,103	3,170,731
Jacques Tapiero	10,978,141	92,652	6,577	3,170,731
W. Anthony Vernon	10,552,445	516,142	8,783	3,170,731

2. Registrant's stockholders ratified the Appointment of Ernst & Young LLP as the Registrant's Independent Registered Public Accounting firm for the fiscal year ending November 30, 2022. The votes regarding this proposal were as follows:

	<b>For</b>	<b>Against</b>	<b>Abstain</b>	<b>Broker Non-Votes</b>
	14,120,099	103,657	24,345	0

3. Registrant's stockholders approved in an advisory (non-binding) vote the compensation paid to the Registrant's Named Executive Officers. The votes regarding this proposal were as follows:

	<b>For</b>	<b>Against</b>	<b>Abstain</b>	<b>Broker Non-Votes</b>
	10,636,413	398,676	42,281	3,170,731

4. Registrant's stockholders approved the Plan. The votes regarding this proposal were as follows:

	<b>For</b>	<b>Against</b>	<b>Abstain</b>	<b>Broker Non-Votes</b>
	10,721,669	334,586	21,115	3,170,731

No other matters were submitted for stockholder action.



McCORMICK & COMPANY, INC.  
2022 OMNIBUS INCENTIVE PLAN  
LONG-TERM PERFORMANCE PLAN AGREEMENT  
Performance Cycle \_\_\_\_

The following terms and conditions in this agreement (together with the LTPP Covenants Addendum attached hereto, this "**Agreement**") apply to Long-Term Performance Plan awards granted under the 2022 Omnibus Incentive Plan by McCORMICK & COMPANY, INC., a Maryland corporation, with its principal offices in Baltimore County, Maryland (hereinafter called the "**Company**").

RECITALS

WHEREAS, the Board of Directors of the Company (the "**Board**") believes that the interests of the Company and its stockholders will be advanced by providing an incentive to senior management to cause the Company to achieve certain of its financial goals and strategic objectives over a period of years; and

WHEREAS, the Board approved and adopted the Company's 2022 Omnibus Incentive Plan (the "**Plan**") on January 25, 2022, effective March 30, 2022, subject to the approval of the Company's stockholders; and

WHEREAS, the Company's stockholders approved the Plan on March 30, 2022; and

WHEREAS, the Plan permits the Company to grant cash-based incentive awards to reward employees and others for the achievement of performance goals, as well as the grant of restricted stock units, options and other equity-based awards to align the interests of its employees, directors and others with the interests of its stockholders; and

WHEREAS, pursuant to the Plan, the Compensation Committee of the Board (with respect to participating employees that are executive officers) and the Management Committee of the Company (with respect to all other participating employees) (the Compensation Committee and the Management Committee being referred to herein as the "**Committee**" as applicable) have established a Long-Term Performance Plan, which is intended to provide an inducement to certain senior executives of the Company to cause the Company to achieve specified financial goals over a period of three years; and

WHEREAS, the Committee has designated the employee (the "**Employee**") receiving this award as a participant in the Long-Term Performance Plan and has established performance goals and measures, and an incentive award target, for the three year performance cycle beginning on \_\_\_\_\_, and ending on \_\_\_\_\_; and

NOW THEREFORE, in consideration of the foregoing and of the covenants and agreements set forth below, the parties hereby agree as follows:

1. Grant of Participation Right. Details of the Employee's Long-Term Performance Plan award, including the value of the Employee's target stock award (in Shares, subject to adjustment based upon the achievement of pre-established performance goals), for sales and total shareholder return for the Company are described on the screen captioned "Grants & Awards" in the Computershare website (the "**Screen**"). The award (the "**Award**") is for the performance cycle beginning on \_\_\_\_\_, and ending on \_\_\_\_\_ (the "**Performance Cycle**"). No award will be paid to the Employee unless the Company achieves cumulative sales growth of at least \_\_% at the end of the performance cycle.

2. Performance Goals. The total number of Shares that will be payable pursuant to this Award will be determined by calculating the percentage of the target Award that is earned based on growth

in cumulative sale growth and then adjusting that amount by the “modifier” based on total shareholder return, as follows:

- (a) **Cumulative Sales Growth.** The Company’s cumulative sales growth goal for the Performance Cycle is \_\_%. The Company’s cumulative sales growth will be calculated in accordance with the applicable Administrative Guidelines. The target Award will be earned if, at the end of the Performance Cycle, the Company has achieved the cumulative sales growth of \_\_%. The applicable Administrative Guidelines reflect the percentage of the target Award that will be earned if performance is less than, or greater than, this performance goal. Regardless of whether the Award is earned at target or at some lesser or greater percentage than target, the amount of the Award that will be paid is subject to adjustment based on total shareholder return, as described below
- (b) **Total Shareholder Return.** The Company’s goal for cumulative total shareholder return, which includes dividends as well as appreciation in share value, is to rank in the top \_\_\_\_ percent (\_\_%) of its peer group companies. The Company’s total shareholder return will be calculated in accordance with the applicable Administrative Guidelines and will be determined at the end of the Performance Cycle based on a comparison to the total shareholder returns for the peer companies listed. Once the total shareholder return is determined, the percentage of the target Award earned based on cumulative sales growth (as described above) will be “modified” to reflect the total shareholder return. The applicable Administrative Guidelines reflect the “modifier” that will be applied to the target Award if total shareholder return is less than, or greater than, this performance goal.

3. **Vesting.** Vesting refers to the Employee’s right to receive payment of the Employee’s Award. The Employee will vest in this Award as follows:

(a) **Continuous Employment.** The Employee must (i) be continuously employed by the Company from the date the Employee is granted the Award until the end of the Performance Cycle, and (ii) the Employee must be an Employee on the last day of the Performance Cycle, which means that if the Employee is not continuously employed by the Company from the date of this Agreement through \_\_\_\_\_, the Employee will not receive any payment of this Award, except as provided in Sections 3(b), 3(c), 3(d), or 3(e). Any Award that does not vest is forfeited.

(b) **Retirement or Disability.** Notwithstanding the provisions of Section 3(a) hereof, if the Employee’s termination prior to the completion of the Performance Cycle is due to Retirement or Disability, the Employee will be paid an Award at the end of the Performance Cycle based on the Company’s actual sales growth and total shareholder return for the Performance Cycle, multiplied by a fraction, the numerator of which is the number of whole months in the Performance Cycle completed by the Employee as of the date of the termination due to Retirement or Disability (plus one (1) if the Employee completed at least one day of any additional month), and the denominator of which is thirty-six (36). Such amount shall be paid in accordance with the terms of Section 5 (“Payment”); payment will not be accelerated.

For purposes of this Agreement, “**Retirement**” means termination of employment at or after age 55.

(c) **Qualifying Termination.** Notwithstanding the provisions of Section 3(a) hereof, if the Employee has a Qualifying Termination (as such term is defined in the McCormick & Company Incorporated Severance Plan for Executives (“**Severance Plan**”)) prior to the completion of the Performance Cycle, the Employee will receive the Award the Employee would have received for the Performance Cycle, based on the Company’s actual sales growth and total shareholder return during the Performance Cycle, multiplied by a fraction, the numerator of which is the number of whole months in the Performance Cycle completed by the Employee as of the date of the Qualifying Termination (plus one (1) if the Employee completed at least one day of any additional month in the Performance Cycle), and the

denominator of which is thirty-six (36). Such amount shall be paid in accordance with the terms of Section 5 ("Payment"); payment will not be accelerated.

(d) Death. Notwithstanding the provisions of Section 3(a) hereof, if the Employee's termination prior to the completion of the Performance Cycle is due to death, the deceased Employee's personal representative will be paid the Award the Employee would have received, had all performance objectives been achieved at target for the Performance Cycle, multiplied by a fraction, the numerator of which is the number of whole months in the Performance Cycle completed by the Employee as of the date of death (plus one (1) if the Employee completed at least one day of any additional month in the Performance Cycle), and the denominator of which is thirty-six (36). Such award shall be settled or paid immediately. The Award will be settled in Shares based on the fair market value of a Share immediately prior to the Employee's death.

(e) Change in Control Termination. Notwithstanding the provisions of Section 3(a) hereof, if the Employee has a Change in Control Termination (as such term is defined in the Severance Plan) prior to completion of the Performance Cycle, the Employee will receive the award that the Employee would have received, had all performance objectives been achieved at target for the Performance Cycle. Such award shall be settled or paid immediately. The Award will be settled in cash based on the fair market value of a Share immediately prior to the Change of Control (as such term is defined in the Plan).

4. Non-Transferability. The rights granted to the Employee pursuant to this Agreement shall not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of during the term of this Agreement. Any Award payable under this Agreement shall be paid only to the Employee, or in the event of the Employee's death or disability, to authorized legal representatives.

5. Payment. Except as provided in Section 3(d) and (e) (relating to payments at target level following death or a Change in Control Termination), before any Award is paid hereunder, the Committee must certify (by resolution or otherwise) that the performance criteria set forth in this Agreement have been satisfied. Unless otherwise provided by the Committee or in this Agreement, any Award earned hereunder shall be paid as soon as practicable after the Committee has certified that the applicable goals and terms of such awards have been satisfied and not before the end of the Performance Cycle or later than the fifteenth (15<sup>th</sup>) day of \_\_\_\_\_. The Award will be paid in Shares unless the Committee, in its sole discretion, decides to pay the Award in cash.

6. Successor. This Award shall be binding upon and inure to the benefit of any successor or successors of the Company.

7. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws. Notwithstanding any other provision of this Agreement, the Company shall not be obligated to issue any Shares or pay any cash pursuant to this Agreement if the doing so would result in a violation of any law.

8. Section 409A of the Internal Revenue Code.

(a) It is intended that the Award and this Agreement shall qualify as a short-term deferral arrangement described in Treas. Reg. § 1.409A-1(b)(4), and any successor thereto, and that, as a result, the Award and this Agreement shall not be subject to the provisions of section 409A of the Code ("**Section 409A**"). This Agreement and the Plan shall be administered in a manner consistent with the foregoing intent, and any provision that would cause such Award or this Agreement to be subject to Section 409A shall have no force or effect until this Agreement is amended to avoid the application of Section 409A (which amendment may be retroactive to the extent permitted by Section 409A and may be made by the Company without the Employee's consent). However, should this Award be subject to Section 409A and if the Employee is a "Specified Employee" (within the meaning of Section 409A(a)(2)(B)(i) of the Code) as of the date of the Employee's "separation from service" (within the meaning of Treas. Reg. § 1.409A-1(h)), then any payment that would otherwise be made upon the date of

the separation from service or within the first six months thereafter will not be made on the originally scheduled date(s) and will instead be issued in a lump sum on the date that is six months and one day after the date of the separation from service, with the balance of any payment issued thereafter in accordance with the original payment schedule, but if and only if such delay in the payment is necessary to avoid the imposition of taxation on the Employee in respect of the payment under Section 409A.

9. Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

10. Relation to Plan. This Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency or conflict between this Agreement and the Plan, the Plan shall govern. The Plan and this Agreement shall be administered by the Committee in accordance with the provisions of section 4 of the Plan. Except as expressly provided in this Agreement, capitalized terms used herein shall have the meanings ascribed to them in the Plan or on the Screen.

11. Withholding. The Company (and/or the Employee's local employer) shall, in its discretion, have the right to deduct or withhold from payments of any kind otherwise due to the Employee, or require the Employee to remit to the Company (and to the Employee's local employer), an amount sufficient to satisfy taxes imposed under the laws of any country, state, province, city or other jurisdiction, including but not limited to income taxes, capital gain taxes, transfer taxes, and social security contributions that are required by law to be withheld with respect to the payment of the Plan, payment of shares or cash under this Agreement, the sale of Shares acquired hereunder, and/or payment of dividends on Shares acquired hereunder, as applicable.

12. No Right to Continued Employment. Neither the Plan, this Agreement, the grant of the participation rights under the Long-Term Performance Plan, or the payment of cash or Shares under this Agreement, gives the Employee any right to continue to be employed by the Company (or the Employee's local employer), or restricts, in any way, the Employee's right (or the right of the Employee's local employer), to change the Employee's compensation or other benefits or to terminate the Employee's employment at any time for any reason not specifically prohibited by law.

13. Discretionary Nature of the Plan. By accepting this Award, the Employee agrees to be bound by this Agreement and the Plan and acknowledge that:

(a) The Award hereunder, and any future awards under the Long-Term Performance Plan and the Plan are entirely within the discretion of the Committee and the Company and shall not be deemed to create any obligation on the part of the Committee or the Company to grant any other awards, whether or not such a reservation is explicitly stated at the time of such an award. The Company has the right, at any time and/or on an annual basis, to amend, suspend or terminate the Plan; provided, however, that no such amendment, suspension, or termination shall adversely affect the Employee's rights hereunder.

(b) The Plan shall not be deemed to constitute, and shall not be construed by the Employee to constitute, part of the terms and conditions of employment, and neither the Company nor the Employee's local employer shall incur any liability of any kind to the Employee with respect to the terms and conditions of employment as a result of any change or amendment, or any cancellation, of the Plan at any time.

14. Forfeiture of Gain. The Employee will forfeit (a) the Award made hereunder and (b) any Long-Term Performance Plan award for any earlier performance cycles, if the Employee takes any action in violation or breach of, or in conflict with this Agreement (including the LTPP Covenants Addendum), any employment agreement, non-competition agreement, any agreement prohibiting solicitation of employees or clients of the Company or any affiliate thereof or any confidentiality obligation with respect to the Company or any affiliate thereof or otherwise in competition with the Company or any affiliate thereof. The Company shall annul (a) the Award made hereunder and (b) any Long-Term Performance



Plan award for any earlier performance cycles, if the Employee is terminated for Cause or otherwise as required under the Plan.

15. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means or request the Employee's consent to participate in the Plan by electronic means. The Employee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

16. **Governing Law and Venue.** All disputes arising under or growing out of the Award or the provisions of this Agreement, including the LTPP Covenants, shall be governed by and construed in accordance with the laws of the State of Maryland, United States of America, as provided in the Plan, without regard to such state's conflict of laws rules. If any dispute arises directly or indirectly from the relationship of the parties evidenced by this Award and this Agreement, including the LTPP Covenants, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Maryland and agree that such litigation shall be conducted only in the courts of Baltimore County, Maryland, and no other courts, where the grant of this Award is made and/or to be performed.

17. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Employee's participation in the Plan to the extent the Company determines it is necessary or advisable to comply with the law or facilitate the administration of the Plan, and to require the Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

18. **Acceptance of Award.** In consideration for the Award granted herein and by accepting this Agreement, the Employee agrees and acknowledges that:

(a) The Long-Term Performance Plan awards previously granted to the Employee for prior performance cycles and this Award are subject to the LTPP Covenants Addendum attached hereto, the terms of which are fully incorporated herein.

(b) The grant of this Award and any future awards under the Plan are entirely voluntary, and at the complete discretion of the Company. Neither the grant of this Award, nor any future grant of an award by the Company, shall be deemed to create any obligation to grant any other awards, whether or not such a reservation is explicitly stated at the time of any such grant. The Board has the right, at any time, to amend, suspend, discontinue or terminate the Plan, this Award, and/or this Agreement; provided, that the Employee's consent to such action shall be required unless the Administrator determines that the action, taking into account any related action, would not materially and adversely affect the Employee's rights under the Plan; provided, however, that no such action by the Board shall adversely affect the Employee's rights hereunder without the consent in writing of the Employee or a beneficiary who has become entitled to the award.

(c) Neither the Company, the Employee's local employer, nor any member of the Board or of the Committee shall have any liability of any kind to the Employee for any action taken or not taken in good faith under the Plan; for any change, amendment, or cancellation of the Plan or this Award; or for the failure of the award to realize intended tax consequences or to comply with any other law, compliance with which is not required on the part of the Company.

(d) The Employee has reviewed the Plan, this Agreement, and the Screen in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting this Agreement, and fully understands all provisions of the Plan, this Agreement, and the Screen.

(e) The Employee fully understands that, notwithstanding any other provision in this Agreement (including the LTPP Covenants Addendum), nothing in this Agreement prohibits Employee from making any communication Employee is permitted to make by law to the extent the law would override any contrary restrictions on such communication in this Agreement; for example, nothing in this Agreement prohibits Employee from reporting possible violations of law to a responsible government authority, or requires Employee to seek authorization from the Company or to notify the Company if Employee makes such reports.

## LTPP Covenants Addendum

In consideration for the benefits made available under the Plan, the Employee agrees to the covenants set forth in this LTPP Covenants Addendum (this “**Addendum**”) (whether or not the Employee’s Award is paid). The covenants in this Addendum do not supersede, restrict or otherwise limit the Employee’s obligations under any other covenants applicable in connection with the Employee’s employment with or service to the Company.

### 1. Invention Assignment.

Any and all inventions and discoveries that the Employee makes while in the employ of the Company relating directly or indirectly to or useful in any activity or enterprise of the Company shall belong to the Company, whether discovered during or after regular working hours. The Employee will, upon request of the Company, make application for a patent on any such invention or discovery that the Employee may make, and will, upon request of the Company, make and execute any and all assignments in writing which may be deemed by the Company as proper to assign and transfer to the Company all the right, title and interest of the Employee in and to any and all such patents or patent rights issued by the United States or any other country in which the Employee may have any interest during the term of said employment. The Company will assume the expenses of preparing, applying for, and registering any such patents or assignments.

### 2. Confidentiality.

During the period of the Employee’s employment with the Company, the Employee may have been exposed to confidential, proprietary information and trade secrets of the Company or its customers. The Employee understands that maintenance of the proprietary character of such information to the fullest extent possible is important to the Company. Accordingly for so long as any such confidential information and trade secrets may remain confidential, secret, or otherwise wholly or partially protected either during or after such employment, the Employee will not use or divulge such information except as specifically permitted by the Company.

### 3. Non-Competition and Non-Solicitation.

During the period of the Employee’s employment with the Company, and the period continuing after the Employee’s termination of employment (for any reason) for the Restrictive Period (as defined below) or, in the case of a Change in Control Termination (as such term is defined in the McCormick & Company incorporated Severance Plan for Executives (“**Severance Plan**”), the Restrictive CIC Period (not to exceed two (2) years), the Employee will not (a) seek or accept employment, directly or indirectly, with any entity that directly competes with the Company, including its subsidiaries and affiliates, in its and their core product categories, in any capacity involving the performance of services like or related to the services that the Employee performed for the Company at any time during the past seven (7) years; or (b) solicit for the benefit of any competitor of the Company any entity or person who was or is a customer or employee of the Company as of the Employee’s termination date.

For purposes of this Addendum, “**Restrictive Period**” and “**Restrictive CIC Period**” are specified in the following table:

	Chief Executive Officer	All Others
Restrictive Period	1½ years	1 year
Restrictive CIC Period	2½ years	2 years

4. Nondisparagement.

The Employee will not communicate, make or cause to be made, any derogatory, defamatory or disparaging remarks, statements or communications about the Company or any related or affiliated entities and persons, including the personal and/or business reputations, practices, products, services or conduct of the Company, or any related or affiliated entities and persons; this includes in-person communications, electronic communications, and communication via social media websites. Likewise, no officer or director of the Company will communicate any derogatory, defamatory or disparaging remarks, statements or communications about the Employee.

5. Cooperation.

The Employee will answer any questions that may arise and make himself or herself reasonably available to assist the Company in its transition following the Employee's termination of employment and to cooperate with any other reasonable requests by the Company which may require the Employee's services after termination of employment. For purposes of this Addendum, the transition period shall be for the one (1) year period following the Employee's termination of employment for any reason. The Employee will not seek or be entitled to any additional compensation for such assistance or cooperation.

6. Company Property.

The Employee will promptly return to the Company all property belonging to the Company (but in no event later than the Employee's termination date), including all keys, phones, computers, mobile phones, credit cards, computer and other passwords, equipment and supplies, as well as all documents prepared by or for the Company, and not otherwise made available to the general public.

7. Protected Whistleblower Activities

Notwithstanding the foregoing, nothing in this Addendum, the Agreement, the Plan or any other agreement with Employer prohibits Employee from reporting or disclosing any actual, possible or potential violation of any federal, state or local law or regulation to any governmental agency or entity, or making other reports or disclosures that are protected under the whistleblower provisions of any federal, state or local law or regulation, in each such case without any prior authorization of, or prior, contemporaneous or subsequent notice to, the Employer. Under the Defend Trade Secrets Act, 18 U.S.C. § 1833(b), Employee may be entitled to immunity for certain disclosures to the Employee's attorney or government officials.



McCORMICK & COMPANY, INC.  
2022 OMNIBUS INCENTIVE PLAN  
TERMS OF RESTRICTED STOCK UNITS AWARD AGREEMENT

The following terms and conditions in this agreement (together with the RSU Covenants Addendum attached hereto, this “Award Agreement”) apply to restricted stock units granted under the 2022 Omnibus Incentive Plan by McCORMICK & COMPANY, INC., a Maryland corporation, with its principal offices in Baltimore County, Maryland (hereinafter called the “Company”).

RECITALS

WHEREAS, the Board of Directors of the Company (the “Board”) believes that the interests of the Company and its stockholders will be advanced and the Company’s overall managerial strength will be enhanced by encouraging its officers and other key employees to become owners of common stock of the Company (“Shares”); and

WHEREAS, the Board approved and adopted the Company’s 2022 Omnibus Incentive Plan (the “Plan”) on January 25, 2022, effective March 30, 2022, subject to the approval of the Company’s stockholders; and

WHEREAS, the Company’s stockholders approved the Plan on March 30, 2022; and

WHEREAS, one of the purposes of the Plan is to provide an inducement to certain officers and other key employees of the Company and its affiliates (each a “Grantee”) to acquire Shares; and

WHEREAS, the Board has authorized and approved the grant of this Award (defined below) pursuant to the Plan, this Award Agreement and the terms described on the Screen (defined below); and

WHEREAS, this Award and any restricted stock units previously granted to the Grantee (whether vested or unvested) are conditioned on and subject to the terms of the Plan and this Award Agreement.

NOW THEREFORE, in consideration of the foregoing and of the covenants and agreements set forth below, the terms of this Award and this Award Agreement consist of the following:

1. Grant of Restricted Stock Units

Details of the Grantee’s Award are described on the screen captioned “Grants & Awards” in the Computershare website (the “Screen”). On the grant date specified on the Screen (the “Grant Date”), the Company granted restricted common stock units (“Restricted Stock Units”) to the Grantee for the number of Shares identified as granted on the Screen (the “Award”). The Restricted Stock Units shall become vested in accordance with the vesting

schedule described in Section 3 (Vesting of Restricted Stock Units). Each Restricted Stock Unit shall represent one hypothetical Share, without par value. Each Restricted Stock Unit shall at all times be equal in value to one Share. The Company shall credit each Restricted Stock Unit to a bookkeeping account that the Company shall maintain for the Grantee until the Company issues Shares with respect to such Restricted Stock Unit in accordance with Section 4 (Issuance of Shares) or such Restricted Stock Unit is forfeited in accordance with Section 3 (Vesting of Restricted Stock Units).

## 2. Restrictions on Transfer of Restricted Stock Units

The Restricted Stock Units herein granted and the rights and privileges conferred hereby shall not be transferred, assigned, pledged, or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment, or similar process. Upon any attempt to transfer, assign, pledge, hypothecate, or otherwise dispose of said Restricted Stock Units or of any right or privilege conferred hereby contrary to the provisions hereof or upon the levy of any attachment or similar process upon the rights and privileges conferred hereby, these Restricted Stock Units and the rights and privileges conferred hereby shall immediately become null and void.

## 3. Vesting of Restricted Stock Units

(a) The Restricted Stock Units shall vest over a period of three years as follows: 33-1/3% of the Restricted Stock Units, rounded down to the closest whole number, shall become vested and non-forfeitable on March 15th of each of the first and second year following the Grant Date, and the remaining Restricted Stock Units shall become vested and non-forfeitable on March 15th of the third year following the Grant Date (hereinafter referred to collectively as the “**Vesting Dates**”); provided, that the Grantee continues in the employ of the Company from the Grant Date until the applicable Vesting Date. Except as provided in the remainder of this Section 3 (Vesting of Restricted Stock Units), if the Grantee ceases to be an employee of the Company prior to a Vesting Date, the Restricted Stock Units that would otherwise vest on such Vesting Date and any subsequent Vesting Date shall be immediately forfeited.

(b) Notwithstanding the provisions of Section 3(a), any outstanding Restricted Stock Units shall immediately become vested and non-forfeitable if the Grantee ceases to be an employee of the Company on account of Disability, death, Retirement, or a Change in Control Termination. If such Restricted Stock Units become vested and non-forfeitable pursuant to this Section 3(b), the date of the Grantee’s Disability, death, Retirement, or the date of the Change in Control Termination (or, if later, the Grant Date), whichever applies, shall be treated as the Vesting Date for purposes of this Award Agreement.

(c) Notwithstanding the provisions of Section 3(a), if the Grantee has a Qualifying Termination (as such term is defined in the McCormick & Company, Incorporated Severance Plan for Senior Employees (the “**Severance Plan**”)), any outstanding Restricted Stock Units and outstanding restricted stock units previously granted (collectively, the “**Outstanding RSUs**”) that would have vested, in accordance with the applicable vesting schedule, during the 12-month period following such Qualifying Termination, shall immediately vest. If the Grantee’s

Qualifying Termination subsequently becomes a Change in Control Termination, the provisions of Section 3(b) shall be immediately applied to any Outstanding RSUs that were unvested after application of this Section 3(c).

For purposes of this Award Agreement, “Retirement” means termination of employment at or after age 55.

#### 4. Issuance of Shares

(a) The Company shall issue to the Grantee (or, in the event of the Grantee’s death, to the Grantee’s personal representative) Shares corresponding to vested Restricted Stock Units, net of any applicable withholding taxes, as soon as practicable following the Vesting Date and in no event later than March 15th of the year following the Vesting Date, except as provided in the next sentence. If the Vesting Date occurs by reason of the Grantee’s Retirement, payment shall be made during the 90-day period immediately following the earliest of:

(i) (A) March 15th of the year immediately following the Grant Date with respect to the Restricted Stock Units that would otherwise vest on that date, (B) March 15th of the second year following the Grant Date with respect to the Restricted Stock Units that would otherwise vest on that date, and (C) March 15th of the third year following the Grant Date with respect to the remaining Restricted Stock Units;

(ii) the date of the Grantee’s death;

(iii) the date of the Grantee’s Disability; provided, that such Disability constitutes a “disability” within the meaning of Treas. Reg. § 1.409A-3(i)(4);

(iv) the date of a Qualifying Termination; or

(v) the date of a Change in Control Termination.

(b) No Shares shall be issued to the Grantee under this Award Agreement before the applicable Vesting Date.

(c) The Company’s obligations to the Grantee with respect to the Restricted Stock Units shall be satisfied in full upon the issuance of Shares with respect to the Restricted Stock Units that vest in accordance with Section 3 (Vesting of Restricted Stock Units), net of any applicable withholding taxes, or upon the forfeiture of such Restricted Stock Units in accordance with Section 3 (Vesting of Restricted Stock Units).

#### 5. Dividend, Voting and Other Rights

(a) The Restricted Stock Units are not Shares, and the Grantee shall therefore have no voting, dividend, or other shareholder rights by reason of receiving or being credited with Restricted Stock Units pursuant to this Award Agreement unless and until Shares are issued to the Grantee pursuant to Section 4 (Issuance of Shares).



(b) This Award Agreement represents only an unfunded and unsecured promise by the Company. The Grantee's rights under this Award Agreement shall be limited to those of an unsecured general creditor of the Company.

**6. Forfeiture of Outstanding RSUs and Gain on Any Outstanding RSUs**

The Grantee shall be required to forfeit to the Company (a) any Outstanding RSUs and (b) any gain realized on account of any Outstanding RSUs (including any Shares issued to the Grantee in connection with the vesting of such awards) in the event the Grantee takes any action in violation or breach of, or in conflict with, this Award Agreement (including the RSU Covenants Addendum attached hereto), any employment agreement, non-competition agreement, any agreement prohibiting solicitation of employees or clients of the Company or any of its affiliates, or any confidentiality obligation with respect to the Company or any of its affiliates or otherwise in competition with the Company or any of its affiliates. The Company shall annul this Award if the Grantee is an employee of the Company or any of its affiliates and is terminated for Cause or otherwise as required under the Plan.

**7. Successor**

This Award shall be binding upon and inure to the benefit of any successor or successors of the Company.

**8. Compliance with Law**

The Company shall make reasonable efforts to comply with all applicable federal and state securities laws. Notwithstanding any other provision of this Award Agreement, the Company shall not be obligated to issue any Shares pursuant to this Award Agreement if the issuance thereof would result in a violation of any law.

**9. Section 409A of the Internal Revenue Code**

(a) Except as provided in Section 9(b), it is intended that the Restricted Stock Units and this Award Agreement shall qualify as a short-term deferral arrangement described in Treas. Reg. § 1.409A-1(b)(4), and any successor thereto, and that, as a result, the Restricted Stock Units and this Award Agreement shall not be subject to the provisions of Section 409A of the Code ("Section 409A"). This Award Agreement and the Plan shall be administered in a manner consistent with the foregoing intent, and, except as provided in Section 9(b), any provision that would cause such Restricted Stock Units or this Award Agreement to be subject to Section 409A shall have no force or effect until this Award Agreement is amended to avoid the application of Section 409A (which amendment may be retroactive to the extent permitted by Section 409A and may be made by the Company without the Grantee's consent). However, should this Award be subject to Section 409A and if the Grantee is a "Specified Employee" (within the meaning set forth Section 409A(a)(2)(B)(i) of the Code) as of the date of his or her separation from service (within the meaning of Treas. Reg. § 1.409A-1(h)), then the issuance of any Shares that would otherwise be made upon the date of the separation from service or within the first six months thereafter will not be made on the originally scheduled date(s) and will instead be issued in a lump sum on the date that is six months and one day after the date of the separation from service, with the balance of the Shares issued thereafter in accordance with the

original vesting and issuance schedule, but if and only if such delay in the issuance of the Shares is necessary to avoid the imposition of taxation on the Grantee in respect of the Shares under Section 409A. Each installment of Restricted Stock Units that vests is a “separate payment” for purposes of Treas. Reg. § 1.409A-2(b)(2).

(b) Notwithstanding Section 9(a), the parties recognize that if the Grantee is eligible to retire before the applicable Vesting Date, all or a portion of the Restricted Stock Units will likely no longer be subject to a “substantial risk of forfeiture,” within the meaning of Treas. Reg. § 1.409A-1(d), on the date on which the Grantee becomes eligible to retire (or, if later, the Grant Date). Any such Restricted Stock Units will likely be subject to, rather than exempt from, Section 409A, but shall comply with Section 409A because they are payable on a permissible payment event within the meaning of Treas. Reg. § 1.409A-3(b).

#### **10. Withholding**

The Company (and/or the Grantee’s local employer) shall, in its discretion, have the right to deduct or withhold from payments of any kind otherwise due to the Grantee, or require the Grantee to remit to the Company (and to his or her local employer), an amount sufficient to satisfy taxes imposed under the laws of any country, state, province, city, or other jurisdiction, including income taxes, capital gain taxes, transfer taxes, and social security contributions that are required by law to be withheld with respect to the Plan, the grant of restricted stock units, the payment of Shares or cash under this Award Agreement, the sale of Shares acquired hereunder, and/or the payment of dividends on Shares acquired hereunder, as applicable. A sufficient number of Shares resulting from payout of this Award at vesting may be retained by the Company to satisfy any tax withholding obligation.

#### **11. No Right to Continued Employment**

Neither the Plan, this Award Agreement, the grant of Restricted Stock Units, the payment of Shares or cash under this Award Agreement, the sale of Shares acquired hereunder, and/or the payment of dividends on Shares acquired hereunder, as applicable, gives the Grantee any right to continue to be employed by the Company (or the Grantee’s local employer), or limits, in any way, the right of the Company (or the Grantee’s local employer) to change the Grantee’s compensation or other benefits or to terminate the Grantee’s employment at any time for any reason not specifically prohibited by law.

#### **12. Electronic Delivery**

The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means or request the Grantee’s consent to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company.

### **13. Governing Law and Venue**

All disputes arising under or growing out of the Restricted Stock Units or the provisions of this Award Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, United States of America, as provided in the Plan, without regard to such state's conflict of laws rules. If any dispute arises directly or indirectly from the relationship of the parties evidenced by this Award and this Award Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Maryland and agree that such litigation shall be conducted only in the courts of Baltimore County, Maryland, and no other courts, where the grant of the Restricted Stock Units are made and/or to be performed.

### **14. Severability**

The provisions of this Award Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

### **15. Imposition of Other Requirements**

The Company reserves the right to impose other requirements on the Grantee's participation in the Plan, on the Restricted Stock Units and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable to comply with local law or facilitate the administration of the Plan, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

### **16. Relation to Plan**

This Award Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency or conflict between this Award Agreement and the Plan, the Plan shall govern. The Plan and this Award Agreement shall be administered by the Committee in accordance with the provisions of section 4 of the Plan. Except as expressly provided in this Award Agreement, capitalized terms used herein shall have the meanings ascribed to them in the Plan or on the Screen.

### **17. Acceptance of Award**

In consideration for the Restricted Stock Units and by accepting this Award Agreement, the Grantee agrees and acknowledges that:

(a) All restricted stock units previously granted to the Grantee and all Restricted Stock Units granted under this Award Agreement are subject to the RSU Covenants Addendum attached hereto, the terms of which are fully incorporated herein.

(b) The award of Restricted Stock Units hereunder and any future awards under the Plan are entirely voluntary, and at the complete discretion of the Company. Neither the award of Restricted Stock Units hereunder, nor any future awards by the Company, shall be deemed to create any obligation to grant any other awards, whether or not such a reservation is explicitly stated at the time of any such award. The Board has the right, at any time, to amend,

suspend, discontinue or terminate the Plan, this Award, and/or this Award Agreement; provided, that the Grantee's consent to such action shall be required unless the Administrator determines that the action, taking into account any related action, would not materially and adversely affect the Grantee's rights under the Plan.

(c) Neither the Company, the Grantee's local employer, nor any member of the Board or of the Committee shall have any liability of any kind to the Grantee for any action taken or not taken in good faith under the Plan; for any change, amendment, or cancellation of the Plan or this Award; or for the failure of this Award to realize intended tax consequences or to comply with any other law, compliance with which is not required on the part of the Company.

(d) The Grantee has reviewed the Plan, this Award Agreement, and the Screen in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting this Award Agreement, and fully understands all provisions of the Plan, this Award Agreement, and the Screen.

**\*\*ADDENDUM APPEARS ON THE FOLLOWING PAGE\*\***

## RSU COVENANTS ADDENDUM

In consideration for the benefits made available under the Plan, the Grantee agrees to the covenants set forth in this RSU Covenants Addendum (this “Addendum”) (whether or not the Grantee’s Restricted Stock Units vest). The covenants in this Addendum do not supersede, restrict, or otherwise limit the Grantee’s obligations under any other covenants applicable in connection with the Grantee’s employment with or service to the Company.

### 1. Invention Assignment

Any and all inventions and discoveries that the Grantee makes while he or she is in the employ of the Company relating directly or indirectly to or useful in any activity or enterprise of the Company shall belong to the Company, whether discovered during or after regular working hours. The Grantee will, upon request of the Company, make application for a patent on any such invention or discovery that he or she may make, and will, upon request of the Company, make and execute any and all assignments in writing which may be deemed by the Company as proper to assign and transfer to the Company all the right, title and interest of the Grantee in and to any and all such patents or patent rights issued by the United States or any other country in which the Grantee may have any interest during the term of his or her said employment. The Company will assume the expenses of preparing, applying for, and registering any such patents or assignments.

### 2. Confidentiality

During the period of the Grantee’s employment with the Company, the Grantee may have been exposed to confidential, proprietary information and trade secrets of the Company or its customers. The Grantee understands that maintenance of the proprietary character of such information to the fullest extent possible is important to the Company. Accordingly for so long as any such confidential information and trade secrets may remain confidential, secret, or otherwise wholly or partially protected either during or after such employment, the Grantee will not use or divulge such information except as specifically permitted by the Company.

### 3. Non-Competition and Non-Solicitation

During the period of the Grantee’s employment with the Company and for the twelve (12) month period continuing after the Grantee’s termination of employment for any reason, the Grantee will not (a) seek or accept employment, directly or indirectly, with any entity that directly competes with the Company, including its subsidiaries and affiliates, in its and their core product categories, in any capacity involving the performance of services like or related to the services that the Grantee performed for the Company at any time during the past seven (7) years or (b) solicit, for the benefit of any competitor of the Company, any entity or person who was or is a customer or employee of the Company as of the Grantee’s termination date.

### 4. Nondisparagement

The Grantee will not communicate, make or cause to be made, any derogatory, defamatory or disparaging remarks, statements or communications about the Company or any related or affiliated entities and persons, including the personal and/or business reputations,

---

practices, products, services or conduct of the Company, or any related or affiliated entities and persons; this includes in-person communications, electronic communications, and communication via social media websites. Likewise, no officer or director of the Company will communicate any derogatory, defamatory or disparaging remarks, statements or communications about the Grantee.

#### 5. Cooperation

The Grantee will answer any questions that may arise and make himself or herself reasonably available to assist the Company in its transition following the Grantee's termination of employment and to cooperate with any other reasonable requests by the Company which may require his or her services after his or her termination of employment. For purposes of this Addendum, the transition period shall be for the one (1) year period following the Grantee's termination of employment for any reason. The Grantee will not seek or be entitled to any additional compensation for such assistance or cooperation.

#### 6. Company Property

The Grantee will promptly return to the Company all property belonging to the Company (but in no event later than the Grantee's termination date), including all keys, phones, computers, mobile phones, credit cards, computer and other passwords, equipment and supplies, as well as all documents prepared by or for the Company, and not otherwise made available to the general public.

#### 7. Protected Whistleblower Activities

Notwithstanding the foregoing, nothing in this Addendum, the Award Agreement, the Plan or any other agreement with the Company prohibits the Grantee from reporting or disclosing any actual, possible or potential violation of any federal, state or local law or regulation to any governmental agency or entity, or making other reports or disclosures that are protected under the whistleblower provisions of any federal, state or local law or regulation, in each such case without any prior authorization of, or prior, contemporaneous or subsequent notice to, the Company. Under the Defend Trade Secrets Act, 18 U.S.C. § 1833(b), the Grantee may be entitled to immunity for certain disclosures to his or her attorney or government officials.



McCORMICK & COMPANY, INC.  
2022 OMNIBUS INCENTIVE PLAN  
TERMS OF RESTRICTED STOCK UNITS AWARD AGREEMENT

The following terms and conditions apply to restricted stock units granted under the 2022 Omnibus Incentive Plan by McCORMICK & COMPANY, INC., a Maryland corporation, with its principal offices in Baltimore County, Maryland (hereinafter called the “**Company**”).

RECITALS

WHEREAS, the Board of Directors of the Company (the “**Board**”) believes that the interests of the Company and its stockholders will be advanced by encouraging its directors to become owners of common stock of the Company (“**Shares**”); and

WHEREAS, the Board approved and adopted the Company’s 2022 Omnibus Incentive Plan (the “**Plan**”) on January 25, 2022, effective March 30, 2022, subject to the approval of the Company’s stockholders; and

WHEREAS, the Company’s stockholders approved the Plan on March 30, 2022; and

WHEREAS, one of the purposes of the Plan is to provide an inducement to the members of the Board (each a “**Director**”) to acquire Shares; and

WHEREAS, the Board has authorized and approved the grant of this Award (defined below) pursuant to the Plan, this Award Agreement and the terms described on the Screen (defined below).

NOW THEREFORE, in consideration of the foregoing and of the covenants and agreements set forth below, the terms of this Award and this Award Agreement consist of the following:

1. Grant of Restricted Stock Units

Details of the Director’s Award are described on the screen captioned “Grants & Awards” in the Computershare website (the “**Screen**”). On the grant date specified on the Screen (the “**Grant Date**”), the Company granted restricted common stock units (“**Restricted Stock Units**”) to the Director for the number of Shares identified as granted on the Screen (the “**Award**”). The Restricted Stock Units shall become vested in accordance with the vesting schedule described in Section 3 (Vesting of Restricted Stock Units). Each Restricted Stock Unit shall represent one hypothetical Share, without par value. Each Restricted Stock Unit shall at all times be equal in value to one Share. The Company shall credit each Restricted Stock Unit to a bookkeeping account that the Company shall maintain for the Director until the Company issues Shares with respect to such Restricted Stock Unit in accordance with Section 4 (Issuance of Shares) or such Restricted Stock Unit is forfeited in accordance with Section 3 (Vesting of Restricted Stock Units).

---



## 2. Restrictions on Transfer of Restricted Stock Units

The Restricted Stock Units herein granted and the rights and privileges conferred hereby shall not be transferred, assigned, pledged, or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment, or similar process. Upon any attempt to transfer, assign, pledge, hypothecate, or otherwise dispose of said Restricted Stock Units or of any right or privilege conferred hereby contrary to the provisions hereof or upon the levy of any attachment or similar process upon the rights and privileges conferred hereby, these Restricted Stock Units and the rights and privileges conferred hereby shall immediately become null and void.

## 3. Vesting of Restricted Stock Units

(a) The Restricted Stock Units shall become vested and non-forfeitable on March 15 in the year immediately following the Grant Date (the “**Vesting Date**”); provided, that the Director continues to serve as a member of the Board from the Grant Date until the Vesting Date. Except as provided in Section 3(b), if the Director ceases to serve as a member of the Board on account of not being renominated to the Board after age 75, in accordance with the Corporate Governance Guidelines, prior to the Vesting Date, the Restricted Stock Units shall be immediately forfeited.

(b) Notwithstanding the provisions of Section 3(a), any outstanding Restricted Stock Units shall immediately become vested and non-forfeitable in the event of the Director’s death, Disability, or in the event the Director ceases to serve as a member of the Board in connection with a Change in Control of the Company. If such Restricted Stock Units become vested and non-forfeitable pursuant to this Section 3(b), the date of the Director’s death or Disability or the date the Director ceases to serve as a member of the Board in connection with the Change in Control, whichever applies, shall be treated as the Vesting Date for purposes of this Award Agreement.

## 4. Issuance of Shares

(a) The Company shall issue to the Director (or, in the event of the Director’s death, to the Director’s personal representative) Shares corresponding to vested Restricted Stock Units, net of any applicable withholding taxes, as soon as practicable following the Vesting Date and in no event later than March 15th of the year following the Vesting Date.

(b) No Shares shall be issued to the Director under this Award Agreement before the Vesting Date.

(c) The Company’s obligations to the Director with respect to the Restricted Stock Units shall be satisfied in full upon the issuance of Shares with respect to the Restricted Stock Units that vest in accordance with Section 3 (Vesting of Restricted Stock Units), net of any applicable withholding taxes, or upon the forfeiture of such Restricted Stock Units in accordance with Section 3 (Vesting of Restricted Stock Units).

5. Dividend, Voting and Other Rights.

(a) The Restricted Stock Units are not Shares, and the Director shall therefore have no voting, dividend, or other shareholder rights by reason of receiving or being credited with Restricted Stock Units pursuant to this Award Agreement unless and until Shares are issued to the Director pursuant to Section 4 (Issuance of Shares).

(b) This Award Agreement represents only an unfunded and unsecured promise by the Company. The Director's rights under this Award Agreement shall be limited to those of an unsecured general creditor of the Company.

6. Successor

This Award shall be binding upon and inure to the benefit of any successor or successors of the Company.

7. Compliance with Law

The Company shall make reasonable efforts to comply with all applicable federal and state securities laws. Notwithstanding any other provision of this Award Agreement, the Company shall not be obligated to issue any Shares pursuant to this Award Agreement if the issuance thereof would result in a violation of any law.

8. Section 409A of the Internal Revenue Code

It is intended that the Restricted Stock Units and this Award Agreement shall qualify as a short-term deferral arrangement described in Treas. Reg. § 1.409A-1(b)(4), and any successor thereto, and that, as a result, the Restricted Stock Units and this Award Agreement shall not be subject to the provisions of Section 409A of the Code ("**Section 409A**"). This Award Agreement and the Plan shall be administered in a manner consistent with the foregoing intent, and any provision that would cause such Restricted Stock Units or this Award Agreement to be subject to Section 409A shall have no force or effect until this Award Agreement is amended to avoid the application of Section 409A (which amendment may be retroactive to the extent permitted by Section 409A and may be made by the Company without the Director's consent).

9. Withholding

The Company shall, in its discretion, have the right to deduct or withhold from payments of any kind otherwise due to the Director, or require the Director to remit to the Company, an amount sufficient to satisfy taxes imposed under the laws of any country, state, province, city or other jurisdiction, including income taxes, capital gain taxes, transfer taxes, and social security contributions that are required by law to be withheld with respect to the Plan, the grant of restricted stock units, the payment of Shares or cash under this Award Agreement, the sale of Shares acquired hereunder, and/or the payment of dividends on Shares acquired hereunder, as applicable. A sufficient number of Shares resulting from payout of this Award at vesting may be retained by the Company to satisfy any tax withholding obligation.

**10. No Right to Continue as Director**

Neither the Plan, this Award Agreement, the grant of Restricted Stock Units, the payment of Shares or cash under this Award Agreement, the sale of Shares acquired hereunder, and/or the payment of dividends on Shares acquired hereunder, as applicable, gives the Director any right to continue to be a director of the Company or limits, in any way, the right of the Company to change the Director's compensation at any time for any reason not specifically prohibited by law.

**11. Electronic Delivery**

The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means or request the Director's consent to participate in the Plan by electronic means. The Director hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company.

**12. Governing Law and Venue**

All disputes arising under or growing out of the Restricted Stock Units or the provisions of this Award Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, United States of America, as provided in the Plan, without regard to such state's conflict of laws rules. If any dispute arises directly or indirectly from the relationship of the parties evidenced by this Award and this Award Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Maryland and agree that such litigation shall be conducted only in the courts of Baltimore County, Maryland, and no other courts, where the grant of the Restricted Stock Units are made and/or to be performed.

**13. Severability**

The provisions of this Award Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

**14. Imposition of Other Requirements**

The Company reserves the right to impose other requirements on the Director's participation in the Plan, on the Restricted Stock Units and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable to comply with local law or facilitate the administration of the Plan, and to require the Director to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**15. Relation to Plan**

This Award Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency or conflict between this Award Agreement and the Plan, the Plan shall govern. The Plan and this Award Agreement shall be administered by the Committee in accordance with

the provisions of section 4 of the Plan. Except as expressly provided in this Award Agreement, capitalized terms used herein shall have the meanings ascribed to them in the Plan or on the Screen.

**16. Acceptance of Award**

The Director shall be deemed to have accepted this Award unless the Director provides written notice to the Company within thirty (30) business days following the Grant Date, stating that the Director does not wish to accept the Award. Notices should be directed to Investor Services at [investor\\_services@mccormick.com](mailto:investor_services@mccormick.com), or to McCormick & Company, Inc. Attn: Investor Services, 18 Loveton Circle, Sparks, Maryland 21152. By accepting this Award Agreement, the Director agrees to be bound by the terms and conditions set forth herein and acknowledges and agrees that:

(a) The award of Restricted Stock Units hereunder and any future awards under the Plan are entirely voluntary, and at the complete discretion of the Company. Neither the award of Restricted Stock Units hereunder, nor any future awards by the Company, shall be deemed to create any obligation to grant any other awards, whether or not such a reservation is explicitly stated at the time of any such award. The Board has the right, at any time, to amend, suspend, discontinue or terminate the Plan, this Award, and/or this Award Agreement; provided, that the Director's consent to such action shall be required unless the Administrator determines that the action, taking into account any related action, would not materially and adversely affect the Director's rights under the Plan.

(b) Neither the Company nor any member of the Board or of the Committee shall have any liability of any kind to the Director for any action taken or not taken in good faith under the Plan; for any change, amendment, or cancellation of the Plan or this Award; or for the failure of this Award to realize intended tax consequences or to comply with any other law, compliance with which is not required on the part of the Company.

(c) The Director has reviewed the Plan, this Award Agreement, and the Screen in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting this Award Agreement, and fully understands all provisions of the Plan, this Award Agreement, and the Screen.



McCORMICK & COMPANY, INC.  
2022 OMNIBUS INCENTIVE PLAN  
TERMS OF NON-QUALIFIED STOCK OPTION AWARD AGREEMENT

The following terms and conditions in this agreement (together with the Stock Option Covenants Addendum attached hereto, this “Award Agreement”) apply to non-qualified stock options granted under the 2022 Omnibus Incentive Plan by McCORMICK & COMPANY, INC., a Maryland corporation, with its principal offices in Baltimore County, Maryland (hereinafter called the “Company”).

RECITALS

WHEREAS, the Board of Directors of the Company (the “Board”) believes that the interests of the Company and its stockholders will be advanced and the Company’s overall managerial strength will be enhanced by encouraging its officers and other key employees to become owners of common stock of the Company (“Shares”); and

WHEREAS, the Board approved and adopted the Company’s 2022 Omnibus Incentive Plan (the “Plan”) on January 25, 2022, effective March 30, 2022, subject to the approval of the Company’s stockholders; and

WHEREAS, the Company’s stockholders approved the Plan on March 30, 2022; and

WHEREAS, one of the purposes of the Plan is to provide an inducement to certain officers and other key employees of the Company and its affiliates to acquire Shares; and

WHEREAS, the Board has authorized and approved the grant of an option to the employee or officer, as applicable (the “Optionholder”), pursuant to the Plan, this Award Agreement and the terms described on the Screen (defined below); and

WHEREAS, this Award (defined below) and any options previously granted to the Optionholder (whether exercised or unexercised, and whether vested or unvested) are conditioned on and subject to the terms of the Plan and this Award Agreement.

NOW THEREFORE, in consideration of the foregoing and of the covenants and agreements set forth below, the terms of this Award and this Award Agreement consist of the following:

**1. Grant of Options**

Details of the Optionholder’s non-qualified stock option, including the grant date, number of Shares, award price, and vesting schedule, are described on the screen captioned “Grants & Awards” in the Computershare website (the “Screen”). On the grant date specified on the Screen, the Company granted a non-qualified stock option to the Optionholder to purchase the number of Shares identified as “Options Granted” at the price per Share specified under “Award Price” (this “Award” or this “option”). In order to exercise this option, the Optionholder may (i) make a

cash payment, (ii) surrender Shares owned by the Optionholder having a market value equal to the Award Price and related taxes for the number of Shares to be purchased pursuant to the exercise of all or part of this option, or (iii) authorize the Company to withhold a sufficient number of Shares underlying this option, based on the market value of such Shares on the date of exercise, to pay the Award Price and related taxes and to issue the remaining number of such Shares to the Optionholder (i.e., a net withholding exercise). The option granted hereunder shall be exercisable, except as otherwise provided herein, in accordance with the vesting schedule provided on the Screen until this option expires on the date provided on the Screen (the “Expiration Date”).

## 2. Restrictions on Transfer of Options

(a) Except as hereinafter provided, this option is not transferable by the Optionholder and is exercisable during the Optionholder’s lifetime only by the Optionholder. This option may be transferred by the Optionholder pursuant to a will or as otherwise permitted by the laws of descent and distribution. In addition, the Optionholder may transfer all or any part of this option, “not for value” (as such phrase is defined in the Plan), to any Family Member.

(b) Except as otherwise provided in Section 2(a), the option herein granted and the rights and privileges conferred hereby shall not be transferred, assigned, pledged, or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment, or similar process. Upon any attempt to transfer, assign, pledge, hypothecate, or otherwise dispose of said option or of any right or privilege conferred hereby contrary to the provisions hereof or upon the levy of any attachment or similar process upon the rights and privileges conferred hereby, this option and the rights and privileges conferred hereby shall immediately become null and void.

## 3. Vesting and Exercisability of Options

### (a) Post-Termination Exercise Period

Subject to the provisions of Section 3(b) (Disability or Death), Section 3(c) (Retirement), Section 3(d) (Qualifying Termination), and Section 3(e) (Change in Control Termination), all rights to exercise this option shall terminate thirty (30) days after the Optionholder ceases to be an employee of the Company or of a subsidiary or affiliate of the Company.

### (b) Disability or Death

If the Optionholder ceases to be an employee of the Company or of a subsidiary or an affiliate of the Company on account of Disability or death, any unvested portion of this option shall immediately become vested and the Optionholder (or in the event of the Optionholder’s death, the Optionholder’s personal representative) may exercise this option, in full or in part, until the Expiration Date, regardless of the restrictions that might otherwise apply with respect to the Options Granted.

(c) Retirement

If the Optionholder ceases to be an employee of the Company or of a subsidiary or an affiliate of the Company on account of Retirement, any unvested portion of this option shall immediately become vested and the Optionholder may exercise this option, in full or in part, until the Expiration Date, regardless of the restrictions that might otherwise apply with respect to the Options Granted. For purposes of this Award Agreement, "Retirement" means termination of employment at or after age 55.

(d) Qualifying Termination

If the Optionholder has a Qualifying Termination (as such term is defined in the McCormick & Company, Incorporated Severance Plan for Executives (the "**Severance Plan**")), any outstanding Options Granted and outstanding options previously granted (collectively, the "**Outstanding Options**") that would have vested, in accordance with the applicable vesting schedule, during the 12-month (or 18-month if the Optionholder is the CEO) period following such Qualifying Termination, shall immediately vest and the Optionholder may exercise such options, in full or in part, until the earlier of the Expiration Date or the fifth anniversary of the date the Optionholder ceases to be an employee, regardless of the restrictions that might otherwise apply with respect to such options. If the Optionholder's Qualifying Termination subsequently becomes a Change in Control Termination, the provisions of Section 3(e) (Change in Control Termination), shall be immediately applied to any Outstanding Options that were unvested after application of this Section 3(d) (Qualifying Termination).

(e) Change in Control Termination

If the Optionholder has a Change in Control Termination:

(i) any "in-the-money" Outstanding Options held by the Optionholder immediately before such Change in Control Termination (other than options granted after the Change in Control) shall, to the extent outstanding at the time of the Change in Control Termination, immediately become 100% vested; and

(ii) any Outstanding Options held by the Optionholder immediately before such Change in Control Termination that are not in-the-money will be canceled immediately.

For purposes of this Award Agreement, "in-the-money" means that the per Share fair market value of a Share immediately before the Change in Control Termination exceeds the exercise price per Share of the applicable option.

In no event may this option or the Outstanding Options be exercised after the Expiration Date. An exercise of this option with respect to a part of the Shares to which it relates shall not preclude a subsequent exercise as to any remaining part on or before the Expiration Date.



#### **4. Issuance of Shares**

The Company shall not be required to issue or deliver any certificate or certificates for Shares purchased upon the exercise of the option herein granted unless and until the offering and sale of the Shares represented thereby may legally be made under the Securities Act of 1933, as amended, and the applicable rules and regulations of the U.S. Securities and Exchange Commission.

#### **5. Dividend, Voting and Other Rights**

The Optionholder shall not have any of the rights or privileges of a stockholder of the Company in respect of any of the Shares issuable upon the exercise of the option herein granted unless and until such Shares have been issued and delivered.

#### **6. Investment Purpose**

The Company may require the Optionholder to agree that any Shares purchased upon the exercise of this option shall be acquired for investment and not for distribution and that each notice of the exercise of any portion of this option shall be accompanied by a written representation that the Shares are being acquired in good faith for investment and not for distribution.

#### **7. Forfeiture of Outstanding Options and Gain on Any Option**

The Optionholder shall be required to forfeit to the Company (a) any unexercised Outstanding Options (whether or not vested) and (b) any gain realized on account of this option and all exercised options previously granted to the Optionholder (including any Shares received from the exercise of any such option) in the event the Optionholder takes any action in violation or breach of, or in conflict with this Award Agreement (including the Stock Option Covenants Addendum attached hereto), any employment agreement, non-competition agreement, any agreement prohibiting solicitation of employees or clients of the Company or any of its affiliates, or any confidentiality obligation with respect to the Company or any of its affiliates or otherwise in competition with the Company or any of its affiliates. The Company shall annul this Award if the Optionholder is an employee of the Company or any of its affiliates and is terminated for Cause or otherwise as required under the Plan.

#### **8. Successor**

This Award shall be binding upon and inure to the benefit of any successor or successors of the Company.

#### **9. Compliance with Law**

The Company shall make reasonable efforts to comply with all applicable federal and state securities laws. Notwithstanding any other provision of this Award Agreement, the Company shall not be obligated to issue any Shares pursuant to this Award Agreement if the issuance thereof would result in a violation of any law.

#### **10. Withholding**

The Company (and/or the Optionholder's local employer) shall, in its discretion, have the right to deduct or withhold from payments of any kind otherwise due to the Optionholder, or require the Optionholder to remit to the Company (and to his or her local employer), an amount sufficient to satisfy taxes imposed under the laws of any country, state, province, city or other jurisdiction, including income taxes, capital gain taxes, transfer taxes, and social security contributions that are required by law to be withheld with respect to the Plan, the grant or exercise of stock options, the payment of Shares or cash under this Award Agreement, the sale of Shares acquired hereunder, and/or the payment of dividends on Shares acquired hereunder, as applicable. A sufficient number of Shares resulting from the exercise of this option may be retained by the Company to satisfy any tax withholding obligation.

#### **11. No Right to Continued Employment**

Neither the Plan, this Award Agreement, the grant of stock options, the payment of Shares or cash under this Award Agreement, the sale of Shares acquired hereunder, and/or the payment of dividends on Shares acquired hereunder, as applicable, gives the Optionholder any right to continue to be employed by the Company (or the Optionholder's local employer), or limits, in any way, the right of the Company (or the Optionholder's local employer) to change the Optionholder's compensation or other benefits or to terminate the Optionholder's employment at any time for any reason not specifically prohibited by law.

#### **12. Electronic Delivery**

The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means or request the Optionholder's consent to participate in the Plan by electronic means. The Optionholder hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company.

#### **13. Governing Law and Venue**

All disputes arising under or growing out of this option or the provisions of this Award Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, United States of America, as provided in the Plan, without regard to such state's conflict of laws rules. If any dispute arises directly or indirectly from the relationship of the parties evidenced by this Award and this Award Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Maryland and agree that such litigation shall be conducted only in the courts of Baltimore County, Maryland, and no other courts, where the grant of this option is made and/or to be performed.

#### **14. Severability**

The provisions of this Award Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

## 15. Imposition of Other Requirements

The Company reserves the right to impose other requirements on the Optionholder's participation in the Plan, on this option and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable to comply with local law or facilitate the administration of the Plan, and to require the Optionholder to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

## 16. Relation to Plan

This Award Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency or conflict between this Award Agreement and the Plan, the Plan shall govern. The Plan and this Award Agreement shall be administered by the Committee in accordance with the provisions of section 4 of the Plan. Except as expressly provided in this Award Agreement, capitalized terms used herein shall have the meanings ascribed to them in the Plan or on the Screen.

## 17. Acceptance of Award

In consideration for this option and by accepting this Award Agreement, the Optionholder agrees and acknowledges that:

(a) All unexercised options previously granted to the Optionholder and all Options Granted under this Award Agreement are subject to the Stock Option Covenants Addendum attached hereto, the terms of which are fully incorporated herein.

(b) The grant of this option and any future options under the Plan is entirely voluntary, and at the complete discretion of the Company. Neither the grant of this option, nor any future grant of an option by the Company, shall be deemed to create any obligation to grant any other options, whether or not such a reservation is explicitly stated at the time of any such grant. The Board has the right, at any time, to amend, suspend, discontinue or terminate the Plan, this Award, and/or this Award Agreement; provided, that the Optionholder's consent to such action shall be required unless the Administrator determines that the action, taking into account any related action, would not materially and adversely affect the Optionholder's rights under the Plan.

(c) Neither the Company, the Optionholder's local employer, nor any member of the Board or of the Committee shall have any liability of any kind to the Optionholder for any action taken or not taken in good faith under the Plan; for any change, amendment, or cancellation of the Plan or this option; or for the failure of this option to realize intended tax consequences or to comply with any other law, compliance with which is not required on the part of the Company.

(d) The Optionholder has reviewed the Plan, this Award Agreement, and the Screen in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting this Award Agreement, and fully understands all provisions of the Plan, this Award Agreement, and the Screen.

**\*\*ADDENDUM APPEARS ON THE FOLLOWING PAGE\*\***

## STOCK OPTION COVENANTS ADDENDUM

In consideration for the benefits made available under the Plan, the Optionholder agrees to the covenants set forth in this Stock Option Covenants Addendum (this "Addendum") (whether or not the Optionholder's options vest or the Optionholder exercises such vested options). The covenants in this Addendum do not supersede, restrict or otherwise limit the Optionholder's obligations under any other covenants applicable in connection with the Optionholder's employment with or service to the Company.

### 1. Invention Assignment

Any and all inventions and discoveries that the Optionholder makes while he or she is in the employ of the Company relating directly or indirectly to or useful in any activity or enterprise of the Company shall belong to the Company, whether discovered during or after regular working hours. The Optionholder will, upon request of the Company, make application for a patent on any such invention or discovery that he or she may make, and will, upon request of the Company, make and execute any and all assignments in writing which may be deemed by the Company as proper to assign and transfer to the Company all the right, title and interest of the Optionholder in and to any and all such patents or patent rights issued by the United States or any other country in which the Optionholder may have any interest during the term of his or her said employment. The Company will assume the expenses of preparing, applying for, and registering any such patents or assignments.

### 2. Confidentiality

During the period of the Optionholder's employment with the Company, the Optionholder may have been exposed to confidential, proprietary information and trade secrets of the Company or its customers. The Optionholder understands that maintenance of the proprietary character of such information to the fullest extent possible is important to the Company. Accordingly for so long as any such confidential information and trade secrets may remain confidential, secret, or otherwise wholly or partially protected either during or after such employment, the Optionholder will not use or divulge such information except as specifically permitted by the Company.

### 3. Non-Competition and Non-Solicitation

During the period of the Optionholder's employment with the Company, and the period continuing after the Optionholder's termination of employment (for any reason) for the Restrictive Period (as defined below) or, in the case of a Change in Control Termination, the Restrictive CIC Period (not to exceed two (2) years), the Optionholder will not (a) seek or accept employment, directly or indirectly, with any entity that directly competes with the Company, including its subsidiaries and affiliates, in its and their core product categories, in any capacity involving the performance of services like or related to the services that the Optionholder performed for the Company at any time during the past seven (7) years or (b) solicit, for the benefit of any competitor of the Company, any entity or person who was or is a customer or employee of the Company as of the Optionholder's termination date.

For purposes of this Stock Option Covenants Addendum, “Restrictive Period” and “Restrictive CIC Period” are specified in the following table:

	Chief Executive Officer	All Others
Restrictive Period	1-½ years	1 year
Restrictive CIC Period	2 years	2 years

**4. Nondisparagement**

The Optionholder will not communicate, make or cause to be made, any derogatory, defamatory or disparaging remarks, statements or communications about the Company or any related or affiliated entities and persons, including the personal and/or business reputations, practices, products, services or conduct of the Company, or any related or affiliated entities and persons; this includes in-person communications, electronic communications, and communication via social media websites. Likewise, no officer or director of the Company will communicate any derogatory, defamatory or disparaging remarks, statements or communications about the Optionholder.

**5. Cooperation**

The Optionholder will answer any questions that may arise and make himself or herself reasonably available to assist the Company in its transition following the Optionholder’s termination of employment and to cooperate with any other reasonable requests by the Company which may require his or her services after his or her termination of employment. For purposes of this Addendum, the transition period shall be for the one (1) year period following the Optionholder’s termination of employment for any reason. The Optionholder will not seek or be entitled to any additional compensation for such assistance or cooperation.

**6. Company Property**

The Optionholder will promptly return to the Company all property belonging to the Company (but in no event later than the Optionholder’s termination date), including all keys, phones, computers, mobile phones, credit cards, computer and other passwords, equipment and supplies, as well as all documents prepared by or for the Company, and not otherwise made available to the general public.

**7. Protected Whistleblower Activities**

Notwithstanding the foregoing, nothing in this Addendum, the Award Agreement, the Plan or any other agreement with the Company prohibits the Optionholder from reporting or disclosing any actual, possible or potential violation of any federal, state or local law or regulation to any governmental agency or entity, or making other reports or disclosures that are protected under the whistleblower provisions of any federal, state or local law or regulation, in each such case without any prior authorization of, or prior, contemporaneous or subsequent notice to, the

Company. Under the Defend Trade Secrets Act, 18 U.S.C. § 1833(b), the Optionholder may be entitled to immunity for certain disclosures to his or her attorney or government officials.



McCORMICK & COMPANY, INC.  
2022 OMNIBUS INCENTIVE PLAN  
TERMS OF NON-QUALIFIED STOCK OPTION AWARD AGREEMENT

The following terms and conditions apply to non-qualified stock options granted under the 2022 Omnibus Incentive Plan by McCORMICK & COMPANY, INC., a Maryland corporation, with its principal offices in Baltimore County, Maryland (hereinafter called the “Company”).

RECITALS

WHEREAS, the Board of Directors of the Company (the “Board”) believes that the interests of the Company and its stockholders will be advanced by encouraging its directors to become owners of common stock of the Company (“Shares”); and

WHEREAS, the Board approved and adopted the Company’s 2022 Omnibus Incentive Plan (the “Plan”) on January 25, 2022, effective March 30, 2022, subject to the approval of the Company’s stockholders; and

WHEREAS, the Company’s stockholders approved the Plan on March 30, 2022; and

WHEREAS, one of the purposes of the Plan is to provide an inducement to the members of the Board (each a “**Director**”) to acquire Shares; and

WHEREAS, the Board has authorized and approved the grant of an option to each non-employee member of the Board pursuant to the Plan, this Award Agreement and the terms described on the Screen (defined below);

NOW THEREFORE, in consideration of the foregoing and of the covenants and agreements set forth below, the terms of this Award and this Award Agreement consist of the following:

**1. Grant of Options**

Details of the Director’s non-qualified stock option, including the grant date, number of Shares, award price, and vesting schedule, are described on the screen captioned “Grants & Awards” in the Computershare website (the “**Screen**”). On the grant date specified on the Screen, the Company granted a non-qualified stock option to the Director to purchase the number of Shares identified as “Options Granted” at the price per Share specified under “**Award Price**” (this “**Award**” or this “**option**”). In order to exercise this option, the Director may (i) make a cash payment, (ii) surrender Shares owned by the Director having a market value equal to the Award Price and related taxes for the number of Shares to be purchased pursuant to the exercise of all or part of this option, or (iii) authorize the Company to withhold a sufficient number of Shares underlying this option, based on the market value of such Shares on the date of exercise, to pay the Award Price and related taxes and to issue the remaining number of such Shares to the Director (i.e., a net withholding exercise). The option granted hereunder shall be

---



exercisable, except as otherwise provided herein, in accordance with the vesting schedule provided on the Screen until this option expires on the date provided on the Screen (the “Expiration Date”).

## 2. Restrictions on Transfer of Options

(a) Except as hereinafter provided, this option is not transferable by the Director and is exercisable during the Director’s lifetime only by the Director. This option may be transferred by the Director pursuant to a will or as otherwise permitted by the laws of descent and distribution. In addition, the Director may transfer all or any part of this option, “not for value” (as such phrase is defined in the Plan), to any Family Member.

(b) Except as otherwise provided in Section 2(a), the option herein granted and the rights and privileges conferred hereby shall not be transferred, assigned, pledged, or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment, or similar process. Upon any attempt to transfer, assign, pledge, hypothecate, or otherwise dispose of said option or of any right or privilege conferred hereby contrary to the provisions hereof or upon the levy of any attachment or similar process upon the rights and privileges conferred hereby, this option and the rights and privileges conferred hereby shall immediately become null and void.

## 3. Vesting and Exercisability of Options

### (a) Post-Service Exercise Period

Subject to the provisions of Section 3(b) (Death or Disability), Section 3(c) (Termination of Service After Age 75), and Section 3(d) (Change in Control Termination), all rights to exercise this option shall terminate thirty (30) days after the Director ceases to serve as a member of the Board.

### (b) Death or Disability

If the Director ceases to serve as a member of the Board on account of death or Disability, any unvested portion of this option shall immediately become vested and the Director (or in the event of the Director’s death, the Director’s personal representative) may exercise this option, in full or in part, until the Expiration Date, regardless of the restrictions that might otherwise apply with respect to the Options Granted.

### (c) Termination of Service After Age 75

If the Director ceases to serve as a member of the Board on account of not being renominated to the Board after age 75, in accordance with the Corporate Governance Guidelines, the Director may exercise this option if the option has become vested as of the Director’s last day of Board service under the Vesting Schedule described in Section 1 (Grant of Options) until the Expiration Date, regardless of the restrictions that might otherwise apply with respect to the Options Granted.

In no event may this option, or any outstanding Options Granted and outstanding options previously granted (collectively, the “**Outstanding Options**”), be exercised after the Expiration Date. An exercise of this option with respect to a part of the Shares to which it relates shall not preclude a subsequent exercise as to any remaining part on or before the Expiration Date.

(d) Change in Control Termination

If the Director ceases to be a member of the Board in connection with a Change in Control:

(i) any “in-the-money” Outstanding Options held by the Director immediately before such cessation of services in connection with a Change in Control (other than options granted after the Change in Control) shall, to the extent outstanding at the time of the cessation of services, immediately become 100% vested; and

(ii) any Outstanding Options held by the Director immediately before such cessation of services in connection with a Change in Control that are not in-the-money will be canceled immediately.

The Committee also may accord any Director a right to refuse any acceleration of exercisability, vesting or benefits, in such circumstances as the Committee may approve.

For purposes of this Award Agreement, “in-the-money” means that the per Share fair market value of a Share immediately before the Change in Control exceeds the exercise price per Share of the applicable option.

**4. Issuance of Shares**

The Company shall not be required to issue or deliver any certificate or certificates for Shares purchased upon the exercise of the option herein granted unless and until the offering and sale of the Shares represented thereby may legally be made under the Securities Act of 1933, as amended, and the applicable rules and regulations of the U.S. Securities and Exchange Commission.

**5. Dividend, Voting and Other Rights**

The Director shall not have any of the rights or privileges of a stockholder of the Company in respect of any of the Shares issuable upon the exercise of the option herein granted unless and until such Shares have been issued and delivered.

**6. Investment Purpose**

The Company may require the Director to agree that any Shares purchased upon the exercise of this option shall be acquired for investment and not for distribution and that each notice of the exercise of any portion of this option shall be accompanied by a written representation that the Shares are being acquired in good faith for investment and not for distribution.

**7. Successor**

This Award shall be binding upon and inure to the benefit of any successor or successors of the Company.

**8. Compliance with Law**

The Company shall make reasonable efforts to comply with all applicable federal and state securities laws. Notwithstanding any other provision of this Award Agreement, the Company shall not be obligated to issue any Shares pursuant to this Award Agreement if the issuance thereof would result in a violation of any law.

**9. Withholding**

The Company shall, in its discretion, have the right to deduct or withhold from payments of any kind otherwise due to the Director, or require the Director to remit to the Company, an amount sufficient to satisfy taxes imposed under the laws of any country, state, province, city or other jurisdiction, including income taxes, capital gain taxes, transfer taxes, and social security contributions that are required by law to be withheld with respect to the Plan, the grant or exercise of stock options, the payment of Shares or cash under this Award Agreement, the sale of Shares acquired hereunder, and/or the payment of dividends on Shares acquired hereunder, as applicable. A sufficient number of Shares resulting from the exercise of this option may be retained by the Company to satisfy any tax withholding obligation.

**10. No Right to Continue as Director**

Neither the Plan, this Award Agreement, the grant of stock options, the payment of Shares or cash under this Award Agreement, the sale of Shares acquired hereunder, and/or the payment of dividends on Shares acquired hereunder, as applicable, gives the Director any right to continue to be a director of the Company or limits, in any way, the right of the Company to change the Director's compensation at any time for any reason not specifically prohibited by law.

**11. Electronic Delivery**

The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means or request the Director's consent to participate in the Plan by electronic means. The Director hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company.

**12. Governing Law and Venue**

All disputes arising under or growing out of this option or the provisions of this Award Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, United States of America, as provided in the Plan, without regard to such state's conflict of laws rules. If any dispute arises directly or indirectly from the relationship of the

parties evidenced by this Award and this Award Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Maryland and agree that such litigation shall be conducted only in the courts of Baltimore County, Maryland, and no other courts, where the grant of this option is made and/or to be performed.

### **13. Severability**

The provisions of this Award Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

### **14. Imposition of Other Requirements**

The Company reserves the right to impose other requirements on the Director's participation in the Plan, on this option and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable to comply with local law or facilitate the administration of the Plan, and to require the Director to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

### **15. Relation to Plan**

This Award Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency or conflict between this Award Agreement and the Plan, the Plan shall govern. The Plan and this Award Agreement shall be administered by the Committee in accordance with the provisions of section 4 of the Plan. Except as expressly provided in this Award Agreement, capitalized terms used herein shall have the meanings ascribed to them in the Plan or on the Screen.

### **16. Acceptance of Award**

The Director shall be deemed to have accepted this Award unless the Director provides written notice to the Company, within thirty (30) business days following the Grant Date, stating that the Director does not wish to accept the Award. Notices should be directed to Investor Services at [investor\\_services@mccormick.com](mailto:investor_services@mccormick.com), or to McCormick & Company, Inc. Attn: Investor Services, 18 Loveton Circle, Sparks, Maryland 21152. By accepting this Award Agreement, the Director agrees to be bound by the terms and conditions set forth herein and acknowledges and agrees that:

(a) The grant of this option and any future options under the Plan is entirely voluntary, and at the complete discretion of the Company. Neither the grant of this option, nor any future grant of an option by the Company, shall be deemed to create any obligation to grant any other options, whether or not such a reservation is explicitly stated at the time of any such grant. The Board has the right, at any time, to amend, suspend, discontinue or terminate the Plan, this Award, and/or this Award Agreement; provided, that the Director's consent to such action shall be required unless the Administrator determines that the action, taking into account any related action, would not materially and adversely affect the Director's rights under the Plan.

(b) Neither the Company nor any member of the Board or of the Committee shall have any liability of any kind to the Director for any action taken or not taken in good faith under the Plan; for any change, amendment, or cancellation of the Plan or this option; or for the failure of this option to realize intended tax consequences or to comply with any other law, compliance with which is not required on the part of the Company.

(c) The Director has reviewed the Plan, this Award Agreement, and the Screen in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting this Award Agreement, and fully understands all provisions of the Plan, this Award Agreement, and the Screen.

