

# QSRP CODE OF CONDUCT (BUSINESS PARTNERS)

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**Table of Contents**

- 1. Introduction .....3
- 2. Business integrity .....3
- 3. Working conditions .....4
- 4. Sustainability .....5
- 5. Compliance.....6

## 1. INTRODUCTION

At QSRP, we are wholly committed to "**Doing What's Right**", ie conducting our business with respect, integrity and in compliance with all applicable laws and regulations, and with our own policies and procedures.

We believe that all of our partners ("**Business Partners**") should observe the same philosophy in their actions and relationships affecting QSRP. While we recognise that there are different legal and cultural environments in which our Business Partners operate throughout the world, we have established this Code of Conduct for Business Partners (the "**Code**") to set forth the basic requirements that all Business Partners should meet.

All Business Partners must adhere to this Code and ensure that their subcontractors, including sub-assembly factories that produce products or materials to be used by QSRP, comply with this Code.

Compliance with this Code is in addition to, not in place of, any other obligations set forth in any agreements between a Business Partner and QSRP.

Compliance with this Code is each Business Partner's individual responsibility and we ask that you regularly communicate this Code and its requirements to your employees and other personnel.

This Code applies at Group level and supplements (ie does not replace) other policies on the same topic that may apply at local level. In case this Code and the local policies set out different standards on the same topic, the highest standard shall apply.

## 2. BUSINESS INTEGRITY

### 2.1 Compliance with laws and regulations

Business Partners must operate in full compliance with the laws of their respective countries and with all applicable rules, regulations, customs and published industry standards applicable to them, including those relating to labour, worker health and safety, freedom of association and the environment.

### 2.2 Anti-bribery and corruption

Business Partners must not pay bribes, accept kickbacks, engage in extortion, fraud or embezzlement, or take any other action that would violate, or cause QSRP to violate, any applicable anti-bribery or corruption laws or regulations.

### 2.3 Conflict of interest

Business Partners are expected to disclose to QSRP any existing or prospective situation that presents a conflict of interest or that could have the appearance of a conflict of interest, in relation to its role as a Business Partner of QSRP. This includes but is not limited to situations in which QSRP personnel has an interest in, or economic ties with, the Business Partner's business, or otherwise attempts to obtain personal benefit by virtue of his or her position in relation to the Business Partner.

### 2.4 Gifts and entertainment

Working together means that sometimes our Business Partners may engage in business-related entertainment with QSRP personnel. There may also be instances in which small gifts or promotional items may be exchanged as part of a normal course of business. Such activities may be acceptable as long as they are reasonable, both in cost and scope, are conducted in the best interest of QSRP in connection with its business, and are not intended or expected to, and do not, influence business-related decisions. Specific agreements between Business Partners and QSRP may contain additional detail and restrictions regarding gifts and entertainment, and should in any case be complied with.

## **2.5 Confidential and proprietary information**

Business Partners may not disclose QSRP's confidential or proprietary information or trade secrets to other parties, except as specifically authorized by a QSRP officer or when disclosure is required by law. Confidential or proprietary information includes information of a sensitive and proprietary nature, trade secrets and other non-public information of QSRP.

Business Partners are prohibited from (a) taking for themselves opportunities that are discovered through the use of QSRP's confidential or proprietary information or (b) using QSRP's confidential or proprietary information for their own gain.

## **2.6 Use of trademarks and domain names**

Any use of QSRP's trademarks, trademarks licensed to QSRP or domain names by Business Partners, requires QSRP's written approval prior to use.

# **3. WORKING CONDITIONS**

## **3.1 Diversity, discrimination and harassment**

We value, honour and respect differences and diversity amongst our employees, sub-franchisees, customers and vendors. We expect our Business Partners to do the same, and to provide a work environment that offers equal opportunity to its employees and that is free from unlawful discrimination or harassment; one in which each employee is treated with dignity and respect. No form of corporal punishment, abuse or harassment (whether psychological, physical, sexual or verbal) is permitted, and disciplinary measures must always comply with local laws and human rights.

## **3.2 Forced labour**

We believe that employment should be freely chosen. Accordingly, QSRP has zero tolerance for involuntary labour of any kind and will terminate its business relationship with any Business Partner who uses involuntary labour or purchases from any subcontractor who uses involuntary labour of any kind.

In addition, Business Partners may not subject their employees to any restrictions on their freedom of movement unrelated to the conditions of their employment, including requiring their employees to surrender any government-issued identification, passports or work permits as a condition of employment.

## **3.3 Child labour**

Every worker employed by a Business Partner must meet the applicable minimum legal age. Each Business Partner must comply with all applicable child labour laws, including those related to hiring, wages, hours worked, overtime and working conditions.

## **3.4 Wages and hours**

Business Partners must ensure that workers are paid at least the minimum legal wages or the local industry standard, whichever is greater. While QSRP understands that overtime is often required in mass production, Business Partners shall carry out operations in ways that limit overtime to a level that ensures humane and productive working conditions. Workers may not be required to work more than six days per week, even though they may do so voluntarily. Additionally, Business Partners must pay overtime and any incentive rates that meet all legal requirements or the local industry standard, whichever is greater. If local laws do not provide for overtime pay, hourly wage rates for overtime must be at least equal to the rates for the regular work shift.

### **3.5 Health and safety**

Business Partners must provide all of their employees with a safe and healthy working environment and, where relevant, living environment. Business Partners must comply with all applicable laws regarding working conditions, including worker health and safety, sanitation, fire safety, risk protection, and electrical, mechanical and structural safety. At a minimum, Business Partners must provide potable drinking water, clean and accessible restrooms, adequate lighting and ventilation, fire and emergency exits, essential life safety equipment, emergency aid kits and access to emergency medical care. In addition, Business Partners should establish their own health and safety policies and should take all reasonable steps to implement adequate health and safety measures to protect workers from workplace accidents and injuries.

### **3.6 Freedom of association**

Business Partners must respect the rights of their employees to associate, or not associate, with any group, and must comply with local laws regarding employees' rights to freely join and form workers' organizations. Business Partners must not threaten, penalize or discriminate against employees based on union membership, or make employment conditional on relinquishing union membership or an agreement not to join a union.

### **3.7 Employment status**

Business Partners are required to comply, and to ensure their employees' compliance, with all applicable immigration laws and regulations, and must only employ workers who are legally authorized to work in the jurisdiction in which the Business Partner operates. Business Partners are expected to verify their employees' work authorization status, and to maintain records to support their verification.

## **4. SUSTAINABILITY**

### **4.1 Food value**

We are committed to providing all our guests with high quality and great-tasting food. Our unwavering commitment to food safety and food quality requires that Business Partners share in that commitment. At a minimum, Business Partners must meet product quality and food safety standards mandated by applicable laws and regulations, comply with QSRP's product quality and food safety requirements, and meet or exceed industry standards for product quality and food safety.

### **4.2 Environment**

We embrace our responsibility to the environment and are committed to doing our part with respect to energy, water and waste, and we expect our Business Partners to do the same. All Business Partners are required to comply with applicable local and national laws and regulations in relation to the protection of the environment. Business Partners are also encouraged to establish procedures to manage, measure and, where possible, reduce factors related to their environmental impact, including energy usage, fossil fuel usage, water usage, wastewater and solid waste (including by-products and hazardous waste), air emissions (including greenhouse gases) and handling of hazardous substances, and to provide reports on such procedures to QSRP as may be requested. Additionally, Business Partners' factories must have an environmental management system or plan. The factories must also have procedures for notifying local community authorities in case of accidental discharge or release of hazardous materials or any other environmental emergency.

### **4.3 Responsible sourcing**

We believe in responsible sourcing at all levels of our supply chain. Our commitment also extends to improving animal welfare and working toward the elimination of deforestation. We expect Business Partners to assist in meeting its commitment to responsible sourcing. Upon request, Business Partners are required to provide clear, timely and accurate reporting to QSRP regarding the origins and facilities within their supply chain. Business Partners are also encouraged and, in some instances, expected to demonstrate their own commitment to

responsible sourcing by participating in initiatives and roundtables, and by putting into effect transition plans aimed at aligning their operations with QSRP's responsible sourcing commitments.

## **5. COMPLIANCE**

### **5.1 Monitoring and enforcement**

Every Business Partner must comply with this Code as a condition for doing business with QSRP. Business Partners must further ensure that their subcontractors, including sub-assembly factories that produce products or materials for QSRP, comply with this Code.

Business Partners are expected to maintain appropriate records to demonstrate their compliance with this Code. QSRP shall have the right (but not the obligation) to monitor compliance with this Code, including the right to conduct, or have its designee conduct, unannounced inspections of Business Partners' facilities and records. If QSRP determines that any Business Partner has violated this Code, QSRP may terminate its business relationship with the Business Partner or require the Business Partner to implement a corrective action plan.

### **5.2 Reporting violations**

Business Partners are responsible for promptly reporting to QSRP any known or suspected violations of this Code, including any violations by an employee, officer, agent or subcontractor of the Business Partner or of QSRP.

### **5.3 No third-party beneficiary rights**

This Code is intended only to confirm the basic requirements that must be met by Business Partners, and shall in no way be construed as conferring, or in any way granting rights of any kind to any third party.

### **5.4 Acknowledgment**

The Business Partner agrees that providing goods and/or services to QSRP constitutes an acknowledgment that it understands the requirements set forth in this Code, that it is in compliance with all requirements of this Code and that it will continue to comply with such requirements during the time it is an active Business Partner of QSRP.

## ANNEX 1: DEFINED TERMS

<b>Code</b>	means this Code of Conduct for Business Partners
<b>Business Partner or You</b>	means any franchisee, third-party supplier, vendor, consultant or distributor of materials, goods or services to QSRP, as well as any other partner that is part of the QSRP's supply chain
<b>QSRP or We</b>	means QSR Platform Holding SCA and its subsidiaries, branches or affiliated entities