

Vendor Code of Conduct Policy

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Vendor Code of Conduct Policy

1. Introduction

Independent Purchasing Company (Australasia) Limited (“**IPC Asia Pacific**”) and its subsidiaries is committed to ethical, sustainable, and socially responsible supply chains and procurement and we expect the same high standards of our vendors.

IPC Asia Pacific works with its vendors locally, regionally, and globally to source and deliver food and beverage products, uniforms, packaging, smallware, signage, décor and digital innovations, and other related services to meet the needs of Subway restaurants in the Asia Pacific region and, in line with specifications and standards set by Subway.

IPC Asia Pacific seeks to work with its vendors to meet and exceed minimum expectations as outlined in this Vendor Code of Conduct Policy (“**Code of Conduct**”) and strives continuously to improve standard business practices.

2. Purpose

The expectations outlined in this Code of Conduct is intended to cover the basic requirements that must be met and are not intended to supersede or alter the vendor’s regulatory and contractual obligations. IPC Asia Pacific expects all existing and new vendors to commit to this Code of Conduct.

3. Scope

IPC Asia Pacific expect vendors to hold their supply chain, including subcontractors and third-party labour agencies, to the same standards contained in this Code of Conduct. However, this Code of Conduct does not create any third-party beneficiary rights or benefits for suppliers, subcontractors, their respective Employees, or any other party.

Ethics

To meet social responsibilities, vendors shall conduct their business in an ethical manner and act with integrity. Ethical requirements include the following aspects:

1. Professional conduct

Vendors are expected to conduct themselves in a manner that is fair, professional and that will not bring IPC Asia Pacific, nor the Subway brand into disrepute.

2. Business Integrity

Vendors are expected to comply with all anti-bribery, anti-corruption, anti-money laundering, modern slavery, work health and safety, food safety, animal welfare and applicable environment local and national laws and regulations in the jurisdictions where the vendor does business. Vendors must not engage in, either directly or indirectly, fraudulent, corrupt, exploitative, or collusive activities.

3. Conflict of Interest

Vendors must:

- a) notify their primary contact at IPC Asia Pacific in relation to the goods and/or services being provided, any situation that raises an actual, potential, or perceived conflict of interest related to or in connection with its dealings with IPC Asia Pacific, Subway and/or Subway Franchisees; and
- b) avoid financial, business, or other relationships which may compromise the performance of their duties under their business arrangement with IPC Asia Pacific.

4. Privacy and Intellectual Property

Vendor shall safeguard and make only appropriate use of confidential information and ensure that all Employees' and business partners' privacy and valid intellectual property rights are protected. Vendors shall not use IPC Asia Pacific's name or marks or that of our affiliates or products in publicity or advertising without IPC Asia Pacific's prior written consent. Similarly, vendors shall not use Subway's name or marks or that of our affiliates or products in publicity or advertising without Subway's prior written consent.

Furthermore, vendors shall safeguard and make only appropriate use of confidential information and ensure that all Employees' and business partners' privacy and valid intellectual property rights are protected.

5. Privacy and Data

IPC Asia Pacific expects its vendors to protect confidential information. Vendors must adopt and maintain processes to provide reasonable protections for personal, proprietary, and confidential information, including information that they access, receive or process on behalf of IPC Asia Pacific. Vendors should recognise that unauthorised use or disclosure of such information may have personal, legal, reputational, and financial consequences for the vendor, individuals whose personal

information may be implicated, and for IPC Asia Pacific. In addition, vendors must comply with all applicable privacy/data protection and information security laws and regulations.

6. Fair Business, Advertising and Competition

Vendors are expected to conduct business in accordance with all applicable antitrust or anti-competition laws and regulations. This includes, but is not limited to, improper exchange of competitive information, price fixing, bid rigging or improper market allocation.

7. Anti-corruption and improper payments

Bribes, kickbacks, and similar payments are strictly prohibited. This applies even when local laws may permit such activity. Employees, vendors, and agents acting on behalf of IPC Asia Pacific are strictly prohibited from accepting such considerations under any circumstances. Facilitating payments (e.g., payments made to expedite or secure performance of a routine governmental action like obtaining a visa or customs clearance) are also prohibited.

8. Embargoes & Sanctions

IPC Asia Pacific complies fully with international economic sanctions and embargoes restricting persons, corporations, and foreign subsidiaries from doing business with certain countries, groups, and individuals. Economic sanctions prohibit or restrict doing business with targeted governments and organisations, as well as individuals. Sanction prohibitions also may restrict investment in a targeted country, as well as trading in certain goods, technology, and services with a targeted country. Vendors that do business with IPC Asia Pacific are required to comply with all economic sanctions and embargoes applicable in their jurisdiction.

9. Conflict Minerals

Vendors shall ensure that products supplied to IPC Asia Pacific and Subway Franchisees do not contain metals derived from minerals or their derivatives originated from conflict regions that directly or indirectly finance or benefit armed groups and cause or foster human rights abuses.

People & Labour

Vendors shall protect the human rights of their Employees and treat them with dignity and respect. This includes the following aspects:

1. Working Hours, Wages and Benefits

Vendors must:

- a) comply with all applicable laws and regulations with respect to wages, working hours and workers and/or accident compensation insurance;
- b) ensure that all workers receive their legally mandated minimum wages, benefits, superannuation (or equivalent, e.g., pension or retirement benefits plan), leave entitlements and time off for legally recognised holidays; and
- c) pay workers' wages as required under applicable laws in a timely manner at the rate and in accordance with the applicable laws.

2. Diversity, Discrimination & Harassment

Subject to the applicable laws, vendors are expected not to discriminate against any worker based on age, disability, ethnicity, gender, marital status, political affiliation, race, religion, sexual orientation, gender identity, union membership, or any other status protected by law, in hiring and other employment practices.

Vendors are expected to commit to a workplace free from workplace bullying, harassment, victimisation, and abuse. This includes, but is not limited to, abuse and harassment which can be verbal, physical, sexual, or psychological.

3. Modern Slavery, Forced Labour, Immigration & Child Labour Laws

Consistent with relevant modern slavery, forced labour, immigration and child labour legislation, vendors must:

- a) proactively identify, address and, where required by legislation, report on risks of modern slavery or use of involuntary and forced labour practices (defined broadly to include all forms of human trafficking, forced labour and slavery-like practices) in their business operations and supply chains;
- b) comply with all applicable labour laws including those related to minimum age, hiring, wages, hours worked, overtime and working conditions; and
- c) comply with all applicable immigration laws, and only employ workers who are legally authorised to work in the jurisdiction they are working. At the written request of IPC Asia Pacific, the vendor must verify their employees' work authorisation status and maintain records to support this verification.

4. Gifts & Entertainment

IPC Asia Pacific understands that there may be instances in which a vendor may wish to engage in business-related entertainment with IPC Asia Pacific's Employees or other agents of IPC Asia Pacific. However, all IPC Asia Pacific's Employees and agents must strictly adhere to the internal IPCA Gratuities Policy. Before seeking to offer any form of gratuity to IPC Asia Pacific Employees, or any of

its agents, the vendor must first confirm whether the gratuity is permitted to be accepted under the IPCA Gratuities Policy.

5. Social Media and Online Communities

Vendors are solely responsible for what they or their agents or personnel post online. IPC Asia Pacific expect vendors to forward all media request/inquiries across all channels (print, broadcast, online, radio, social media, etc.) regarding IPC Asia Pacific, or work done by vendor for IPC Asia Pacific, for review and approval to communications@ipcasiapacific.com. Vendors should not speak about IPC Asia Pacific to media or in any public forum without the written consent from IPC Asia Pacific.

6. Political Lobbying and Donations

Vendors are not authorised to:

- a) make any type of political contribution or charitable donation on IPC Asia Pacific's behalf; and
- b) engage in any type of lobbying or other similar representative efforts on IPC Asia Pacific' behalf before any kind of government entity, official or body or representative without the prior express written consent of IPC Asia Pacific.

Health, Safety & the Environment

Vendors shall make adequate provision for the health and safety of their employees, customers, visitors, contractors, and others who may be affected by their activities. They shall operate in an environmentally responsible and resource-efficient manner. This comprises the following aspects:

1. Workplace Health and Safety

Vendor must comply with all applicable laws relating to workplace health and safety. Vendors must:

- a) manage occupational health and safety hazards;
- b) provide workers with job-related training and consult with employees in relation to the provision of information and training; and
- c) establish health and safety policies that protect workers from workplace accidents and injuries.

2. Product Safety

Vendors must comply with product safety regulations, label products properly and communicate product-handling requirements. They shall provide to relevant parties the applicable documentation containing all necessary safety-relevant information for all hazardous substances in case of a legitimate need. This includes product information, safety data sheets, notification, or registration confirmations, uses and exposure scenarios. Vendors proactively and transparently share information about the health, safety, and environmental aspects of their products with all relevant parties.

3. Environment

IPC Asia Pacific believes that a healthy environment is necessary for the well-being of society, our people, and our business, and is the foundation for a sustainable and strong economy. IPC Asia Pacific recognises that diverse, healthy natural resources – fresh water, oceans, air, forests, grasslands, and agro-systems – are a critical component of our society and economy.

Vendors are expected to recognise that environmental responsibility is integral to producing world class goods and services. In manufacturing operations, adverse effects on the community, environment and natural resources are to be minimised while safeguarding the health and safety of the public.

Vendors must comply with applicable local and national laws in relation to the protection of the environment.

Governance & Management Systems

1. Legal and Regulatory

Vendors shall identify and comply with all applicable international, national, and local laws and regulations, contractual agreements, and internationally recognized standards. Vendors shall also conform their practices to generally accepted industry standards, shall obtain, maintain, and keep up to date all applicable permits, certificates, licenses, and registrations, and shall operate in accordance with permit limitations and requirements at all times.

2. Commitment and Accountability

Vendors shall fulfill the principles set forth in this Code of Conduct by allocating appropriate resources and incorporating all applicable aspects into policies and procedures.

3. Good Corporate Governance

Vendors must:

- a) develop and maintain a process to identify, manage and control relevant risks associated with its operations. These include supply chain risks and risks relating to labour and human rights, health and safety, the environment, business ethics, and corporate governance;
 - b) identify and assess potential critical incident, emergency situations and business continuity risks; and
 - c) develop and implement emergency plans and response procedures that minimise harm to life, environment, technology systems and property, while minimising disruption to business continuity.
- a) perform periodic evaluations of their facilities and operations, and the facilities and operations of their subcontractors; and
 - b) cooperate openly and honestly with any IPC Asia Pacific audit, assessment, or review.

4. Record Keeping and Documentation

Vendors are expected to maintain adequate records that accurately record all financial transactions and information regarding its business activities, labour, health and safety and environmental practices in accordance with applicable laws, policies, and procedures. Disclosure of information is expected to be undertaken without falsification or misrepresentation.

5. Business Continuity

Vendors are encouraged to implement appropriate business continuity plans for operations supporting IPC Asia Pacific and Subway’s business.

6. Continuous Improvement

Vendors shall demonstrate their commitment to continuous improvement by setting performance objectives, executing implementation plans and taking necessary corrective actions for deficiencies identified by internal or external assessments,

Vendors are encouraged to report externally about their economic, social, and environmental impact in line with the principles set forth in this Code of Conduct.

7. Training & Competency

Vendors will develop, implement, and maintain appropriate training measures to allow their managers and employees to gain an appropriate level of knowledge and understanding of the applicable principles of this Code of Conduct, the applicable laws and regulations and generally recognised standards.

Vendors shall grant IPC Asia Pacific the right to evaluate their performance upon reasonable prior notice to determine the vendor’s conformance with principles outlines in this Code of Conduct. The evaluation shall be executed directly by IPC Asia Pacific or by a qualified third party in the form of e.g., an assessment or an audit.

8. Compliance and Evaluation

Vendors shall develop, implement, use, and maintain management systems and controls related to the content of this Code of Conduct. Vendors shall maintain documentation necessary to demonstrate conformance with the principles outlined in this Code of Conduct.

9. Reporting breaches of this Code of Conduct

Violations of this Code of Conduct can be reported confidentially any of the following ways:

By phone:	1300 30 45 50 – within Australia (toll free) +61 3 9811 3275 – overseas (reverse charges apply)
Email:	ipca@stpline.com.au
Web:	ipca.stplinereport.com/
App:	Search for Stpline365 in the iTunes App Store or Google Play to download the free app and submit a disclosure.
Post:	IPC Asia Pacific c/o Stpline, PO Box 403, Diamond Creek, VIC 3089 (Australia)
Fax	Attention: IPC Asia Pacific, c/o Stpline

10. Handling a breach complaint

In receiving any complaint about a breach of a Code of the Conduct, IPC Asia Pacific will endeavour to be fair, reasonable, and transparent. Each disclosure will be assessed and may be the subject of

an investigation. If an audit is necessary to confirm a vendor's compliance with this Code of Conduct, IPC Asia Pacific requires full and timely cooperation.

11. Remedying Breaches

Vendors must take prompt action to remedy any violation of IPC Asia Pacific's Code of Conduct, as well as other legal requirements applicable to its activities. It is important the vendor promptly informs IPC Asia Pacific in writing if the violation involves goods or services provided to IPC Asia Pacific or Subway Franchisees.

A violation of this Code of Conduct, including a failure to promptly act to remedy or report a violation will jeopardise the vendor's business relationship with IPC Asia Pacific.

General

1. Definitions

Addendum means an addendum attached to this Code of Conduct (if any).

"Employees" means any staff or personnel engaged or employed by a party.

IPC Asia Pacific means Independent Purchasing Company (Australasia) Limited ACN 082 169 060 and includes all its subsidiaries and related bodies corporate.

Policy means this Code of Conduct as amended by any Addendum.

2. Addendum & Local Laws

This Code of Conduct applies as varied in the Addendum (if any) to where the vendor does business. To the extent that this Code of Conduct is inconsistent with any laws of the jurisdiction of the Vendor then those local laws prevail.

3. Updates

This Code of Conduct may be updated from time to time by IPC Asia Pacific in its sole discretion with or without notice, and the latest version will supersede any previous versions. The latest version of this Code of Conduct can be found on IPC Asia Pacific's website.

4. Questions

If you have any questions or concerns, please contact the IPC Asia Pacific People & Culture Team at HR@ipca.biz.

Addendum to the Vendor Code of Conduct Policy – [insert Country/Jurisdiction]

The Vendor Code of Conduct (“**Code of Conduct**”) applies to all IPC Asia Pacific Vendor’s located in [insert jurisdiction]. This Addendum forms part of the Policy. If there is any inconsistency between the Policy and this Addendum, this Addendum overrides the Policy only to the extent of the inconsistency. To the extent of any inconsistency with the laws in IPC Asia Pacific Vendor’s jurisdiction, the applicable laws will prevail over this Policy and Addendum. In other respects, the Policy will continue to have full force and effect.

[Insert terms of the Addendum, indicating clearly where the terms differ from those in the Code of Conduct.]