



# Code of Conduct

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CODE OF CONDUCT

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## INTRODUCTION

The Subway® system is committed to providing a variety of great tasting, healthier food choices while reducing our environmental footprint and creating a positive influence in the communities we serve around the world. We are on a journey. Our vision is to make our restaurants and operations as environmentally and socially responsible as possible. Every day, we strive to conduct business in a way that has a positive impact on the environment while improving the lives of our customers, franchisees, employees, vendors and communities worldwide. We believe that using good, environmentally sound business practices improves our customers dining experience, helps increase Subway® franchisees' profitability, as well as helps to protect the planet. Similarly, we expect both vendors to the Subway® system and franchisees to support this commitment to integrity by complying with and training their employees on this Code of Conduct.

## CODE OF CONDUCT

Subway IP Inc. ("SIP") the owner of the Subway trademark and distinctive Subway® system for the operation of franchised sandwich shops, ("System") has adopted this Code of Conduct ("Code"). This Code applies to all vendors while conducting business with or on behalf of the System or otherwise supplying goods or services to be sold to Subway® franchisees throughout the world. A reference in this Code to "us" or "our" or "we" includes SIP, its affiliates, or any other System entity with which a vendor enters into an Agreement.

This Code states the standards that we expect the companies and businesses, ("Vendor") that we do business with to follow.

Vendors are expected to self-monitor and demonstrate their compliance with this Code of Conduct. We may require the immediate removal of any Vendor representative(s) or personnel who behave in a manner that is unlawful or inconsistent with this Code of Conduct or any Subway® policy.

This Code is subject to amendment to reflect any subsequently developed standards either by us or any other organization whose standards we choose to adopt.

Note: This Code contains general requirements applicable to all our Vendors. Particular vendor contracts may contain more in depth provisions addressing some of these same requirements. For example, vendors that are supplying food and equipment products as part supply chain will be expected to adhere to our Employment Practices Code – Supply Chain. Nothing in this Code is meant to supersede any more specific provision in a particular contract, and to the extent there is any inconsistency between this Code and any other provision of a particular contract, the other provision will control.

Code adopted 03/22/2017

CHAPTER 1  
EMPLOYMENT PRACTICES

Freedom of Association and Collective Bargaining

Respect employees' right to join, form, or not to join a labor union without fear of reprisal, intimidation or harassment. Where employees are represented by a legally recognized union, establish a constructive dialogue with the employees' freely chosen representatives and bargain in good faith with the employees' representatives.

Prohibit Child Labor

Adhere to the minimum age provisions of applicable laws and regulations.

Prohibit Forced Labor and Abuse of Labor

Prohibit physical abuse of employees and prohibit the use of all forms of forced labor, including prison labor, indentured labor, bonded labor, military labor, slave labor or any form of human trafficking.

Eliminate Discrimination

Maintain workplaces that are free from discrimination or physical or verbal harassment. Recruitment, hiring, placement, training, compensation, and advancement should be based on qualifications, performance, skills and experience.

Work Hours and Wages

Compensate employees relative to the industry and local labor market. Fully comply with applicable wage, work hours, overtime and benefits laws. Offer employees opportunities to develop their skills and capabilities, and provide advancement opportunities where possible.

Provide a Safe and Healthy Workplace

Provide a secure, safe and healthy workplace. Maintain a productive workplace by minimizing the risk of accidents, injury, and exposure to health risks.

## CHAPTER 2

### TRADEMARKS

#### Subway® Vendor Trademark Usage Guide

This Guide is designed to assist Vendors who have been authorized to use certain Subway® trademarks as stated in a written agreement with us.

SIP is the owner of the Subway® family of trademarks (“SIP Marks”). The SIP Marks identify the products and services of Subway® restaurants, signifying quality and value to its consumers, and distinguishing Subway® products and services from competitors. The SIP Marks are among SIP’s most important and valuable assets. It is essential that all Vendors understand the proper way to use the SIP Marks. The rules presented below are intended to illustrate the proper usage.

If under an agreement with us, Vendor is granted permission to use the Subway® wordmark, logos and Choice Mark (“Licensed Marks”) on product packaging of product that we have approved for sale to Subway® franchisees it does not grant Vendor permission to use the Licensed Marks to advertise your products or services to third parties or for any other purpose. It also does not grant you permission to use any other SIP Mark or element of the System. If Vendor would like to use the Licensed Marks in any other manner, or if Vendor would like to use any other SIP Marks, Vendor will need to submit Application for Permission to Use Subway® Trademark or otherwise obtain written permission. Please reach out to your internal business contact for more details on this.

#### General Rules

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- The Subway Marks you may be licensed to use include: Subway®, the Subway® logos and the Subway® Choice Mark.
- Always use proper trademark notice, i.e., ® or ™ with the Licensed Marks. The Company will advise as to which notice symbol should be used in connection with each Licensed Mark as this will change from country to country.
- The Company will provide you with all logos. You may not obtain from other sources.
- The proportions and color of the logos provided may not be altered in any way. They should never be skewed, distorted or otherwise changed.
- The logos should never be used in a sentence.
- Spell the Licensed Marks correctly. Do not deviate from the established spelling.
- The Licensed Marks which are not also logos should always appear in initial caps.
- Do not pluralize the Licensed Marks.
- Do not use the Licensed Marks in a possessive form.
- Do not superimpose the Licensed Marks over product images.
- If being used in a sentence, the Licensed Marks must be used in conjunction with the generic name of the product or services its modifying.
  - Correct: Today I ate at a Subway® restaurant.
  - Incorrect: Today I ate at Subway®.
- Always use the trademark legend when using Licensed Marks, i.e., Subway® is a registered trademark of Subway IP Inc. This can be translated if required.

## CHAPTER 3

### **ANTI-CORRUPTION**

We are committed to observing the standards of conduct set forth in the U.S. Foreign Corrupt Practices Act (“FCPA”) and the anti-corruption and anti-money laundering laws of the countries in which we operate. Vendors must comply with all applicable anti-corruption and anti-money laundering laws, including the FCPA, as well as laws governing lobbying, gifts, and payments to public officials, political campaign contribution laws, and other related regulations. Vendors must not, directly or indirectly, offer to pay anything of value (including travel, gifts, hospitality expenses, and charitable donations) to any official or employee of any government, government agency, political party, public international organization, or any candidate for political office to improperly influence any act or decision of the officials, employee, or candidate for the purpose of promoting our business interests in any respect, or otherwise improperly promote our business interests in any respect.

## CHAPTER 4

### **GIFTS/CONFLICTS OF INTEREST**

#### **Gifts**

Vendor should avoid making gifts to our employees and representatives because even a well-intentioned gift might constitute a bribe under certain circumstances or create a conflict of interest. Vendor may not offer anything of value to obtain or retain a benefit or advantage for the Vendor nor offer anything that might appear to influence, compromise judgment, or obligate our employee or representative. If a Vendor offers a gift, meal, or entertainment to our employees, the Vendor must always use good judgment, discretion, and moderation. Any gift from a Vendor must also be permissible under the gift policy that our employees are required to adhere to as well as the laws of the country that they work. In no instance should any permitted gift exceed the equivalent of \$100 USD. Any gifts, meals, or entertainment must comply with applicable law, must not violate the giver’s and/or recipient’s policies on the matter, and must be consistent with local custom and practice.

#### **Conflicts of Interest**

Vendor must avoid the appearance of or actual improprieties or conflicts of interests. Vendor must not deal directly with any of our employees whose spouse, domestic partner, or other family member or relative holds a significant financial interest in the Vendor. In the course of negotiating any agreement or performing any obligations under an agreement, dealing directly with our employee’s spouse, domestic partner, or other family member or relative is also prohibited.

## CHAPTER 5

### **PERSONAL INFORMATION**

Our Vendors protect the privacy of personal privacy and comply with applicable privacy laws as well as comply with standards against unauthorized access or use in accordance with our provided standards.

## CHAPTER 6

### **ENVIRONMENT**

We support Subway® franchisees acting in an environmentally sustainable manner whenever possible, and we expect Vendors to the Subway® system to share our commitment by working toward streamlining supply chains, using sustainable sourcing practices, helping to reduce energy, water usage and protecting the environment. As a part of this commitment, our Vendors must:

- Comply with all applicable environmental laws and regulations.

- Endeavor to reduce or eliminate waste of all types, including water and energy, by implementing appropriate conservation measures in their facilities, through their maintenance and production processes, and by recycling, re-using or substituting materials.
- Obtain, maintain, and keep current all required environmental permits and registrations and follow the operational and reporting requirements of such permits.
- If applicable, identify the chemicals or other materials being released that pose a threat to the environment and manage them appropriately to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.
- Adhere to all applicable laws, regulations and customer requirements regarding prohibition or restriction of specific substances, including labeling for recycling and disposal.

## CHAPTER 7

### **BUSINESS RECORDS**

Vendor shall honestly and accurately record and report all business information related to the vendor's business with us. This includes the proper recording of all expenses and payments. If we are being charged for a vendor's employee's time, time records must be complete and accurate.

## CHAPTER 8

### **PRESS**

Vendor will not speak to the press on our behalf or make any statement concerning our business relationship with the Vendor unless we have provided the Vendor with written authorization to do so.

## CHAPTER 9

### **REPORT IT**

If you wish to report questionable behavior or a possible violation of this Code of Conduct, you are encouraged to work with your internal business contact in resolving your concern. If that is not possible or appropriate, please contact us through any of the following methods:

- **Email:** Send an email to the General Legal, Compliance, and Privacy at the [compliance@subway.com](mailto:compliance@subway.com) or [reportit@subway.com](mailto:reportit@subway.com) with the subject heading of REPORT IT – Subway Code of Conduct
- **Mail:** Send a letter to the General Legal, Compliance and Privacy at Franchise World Headquarters, LLC, 325 Sub Way, Milford, CT 06461 with the attention line of REPORT IT – Subway Code of Conduct

We will maintain confidentiality to the extent possible and will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behavior or a possible violation of this Code of Conduct.