

## Vendor Code of Conduct

### Introduction

At Subway, we are committed to serving good, honest food, just as we have since our founding. How we carry out this mission is reflected in the Company's core values of boldness, empowerment, and accountability. Driven by our values, we continue to embark upon our journey to excellence by doing what's right and conducting business with the highest standards of ethics, honesty, and integrity. We expect our vendors and suppliers to respect, adhere to and promote these values.

This Subway® Global Vendor Code of Conduct ("Code") outlines Subway Worldwide, Inc., and its subsidiaries and affiliates ("Subway") expectations for all global vendors ("you", or "your") that do business with us. By providing goods and/or services to the Subway® system, which includes Subway, franchise owners, and Independent Purchasing Cooperatives, you acknowledge that you and any subcontractor that you contract with to do business on our behalf are in compliance with the requirements in this Code.

We realize that you are independent businesses and have full control and discretion over your employees, and that you may operate in areas of the world where legal and cultural norms differ from ours. Even so, the goods or services you provide have an impact on our reputation and we cannot be a good corporate citizen without ensuring that you are committed to the same values and principles. Consequently, we expect you to ensure your employees, officers, agents, and subcontractors comply with this Code, which reflects Subway's commitment to ethical, environmental, and economic responsibility. If you or your agents have your own code of conduct, you can meet this requirement if it embodies the same philosophy and basic principles as ours. To learn more about Subway's responsibility efforts, please visit <https://www.subway.com/en-US/AboutUs/SocialResponsibility>.

The Code is intended only to cover the basic requirements that must be met and does not create third party beneficiary rights of any kind for any third party. The requirements set out in this Code operate in addition to, not in lieu of, obligations set forth in any agreements you may have with us.

### Human Rights and Labor

**Principles:** Our code is based on international conventions including the UN Declaration of Human Rights, the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social and Cultural Rights, and the ILO Declaration on Fundamental Principles and Rights at Work.

**Wages and Benefits:** Compensate employees by providing wages, benefits and overtime premiums that meet or exceed the minimum legal requirements in the places you do business. If the industry standard is higher, we strongly encourage you to follow the industry standard.

**Working Hours & Conditions:** Operate your business in a way that ensures humane and productive working conditions. Follow all applicable national and local laws and industry standards pertaining to the number of hours and days worked by all your employees and workers who perform work on our behalf. Where there are no applicable laws, a workweek should be restricted to 60 hours, including overtime, except in emergencies. Your employees should be allowed at least 1 rest day every 7 days.

**Health and Safety:** Provide all of employees with a safe and healthy working environment. Comply with all applicable laws regarding working conditions. Establish health and safety policies that protect workers from workplace accidents and injuries.

**Diversity, Discrimination & Harassment:** Provide a work environment that offers equal opportunity to your employees and that is free from unlawful discrimination or harassment – one in which each employee is treated with dignity and respect. No form of discipline involving corporal punishment, abuse, or harassment (whether psychological, sexual or verbal) is permitted, and disciplinary measures must comply with local laws and internationally recognized human rights. We also recommend that you create policies promoting a diverse workforce.

**Modern Slavery, Involuntary & Forced Labor:** Do not allow any form of forced labor or human trafficking. We prohibit involuntary labor of any kind and may terminate our relationship with you if you use involuntary labor or make purchases from any subcontractor who uses involuntary labor of any kind. Do not subject your employees to any restrictions on their freedom of movement unrelated to the conditions of their employment, including requiring your employees to surrender any government-issued identification, passports or work permits as a condition of employment.

**Child and Juvenile Labor:** Comply with all applicable labor laws including those related to minimum age, hiring, wages, hours worked, overtime and working conditions. If there is no minimum age requirement in the place you are doing business do not employ anyone under the age of 14 years old. We recommend you require identification to ensure no child or juvenile workers are employed in your operations.

**Freedom of Association:** Respect the rights of your employees to associate, or not associate, with any group they are legally able to join. Put in place necessary measures to ensure that employees joining workers' associations are not discriminated or retaliated against in any way.

**Employment Status:** Comply with all applicable immigration laws, and only employ workers who are legally authorized to work in the jurisdiction they are working. Verify your employees' work authorization status and maintain records to support this verification.

### **Business Integrity**

**Comply with all laws:** Operate your business in full compliance and/or exceed applicable local and national laws and regulations in the jurisdictions where you do business, including those relating to labor and employment, health and safety, human and civil rights, economic sanctions, anti-money laundering, import and export controls, food safety, animal welfare, and the environment.

**Conflict of Interest:** Disclose to us 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 your role as a vendor to the Subway® system. This includes situations in which one of our employees or contractors has an interest in, or economic ties with your business other than a controlling interest in publicly traded stock as defined by the U.S. Securities and Exchange Commission, or otherwise attempts to obtain personal benefits by virtue of their position with us.

**Anti-Bribery/Anti-Corruption:** Do not pay bribes (or offer anything of value with the corrupt intent to obtain or retain business), accept kickbacks, engage in extortion, fraud or embezzlement, or take any other action that would violate, or cause us to violate the Foreign Corrupt Practices Act (U.S.) or any other applicable anti-bribery or corruption laws or regulations.

**International Sanctions Compliance:** Operate your business consistent with and in full compliance with U.S. sanctions laws and regulations as administered by the Department of the Treasury's Office of Foreign Assets Control (OFAC). This includes maintaining a risk based, written compliance program designed to mitigate exposure to individuals, entities, and jurisdictions subject to U.S. sanctions laws and restrictions. Such program will include training for relevant personnel, a records retention requirement, and a periodic review to ensure that neither you nor Subway is at risk for exposure to sanctioned parties and jurisdictions. You are expressly prohibited from engaging in transactions with: (1) persons on the OFAC Specially Designated Nationals and Blocked Persons List; (2) persons located in, or ordinarily resident in, or the Governments of Iran, Cuba (US military facilities in Guantanamo Bay

are permitted), Syria, North Korea, the Crimea Region of Ukraine, the “Luhansk People’s Republic,” or the “Donetsk People’s Republic,” which have asserted governmental authority over parts of Ukraine without the authorization of the Government of Ukraine ; (3) entities owned 50 percent or more by (1) or (2); and (4) persons subject to U.S. sectoral sanctions, unless authorized to do so under the relevant regulations.

**Data Security:** If you receive access to sensitive or personal information belonging to us or our employees, our franchisees, guests, agents or business partners, you are required to take all steps necessary to maintain the security of that data. At a minimum, comply with all applicable data security and privacy laws. Upon request, you should be prepared to share with us your data security and privacy policies and procedures.

**Gifts & Entertainment:** We understand that there may be instances in which you may engage in business-related entertainment with our employees or other agents of ours; however, you should never give gifts with the intent or expectation that they will influence our business-related decisions. You should maintain written policies and procedures with respect to what is permissible under anti-corruption/anti-bribery laws and regulations. Such policies and procedures should include a provision for recording any such gifts and entertainment. Such records must be retained for five years.

**Use of Trademarks and Domain Names:** Any use of Subway’s trademarks or domain names by vendors must be submitted to the Subway Legal Department for approval prior to use. You are expected to respect our IP and take steps to prevent its misuse.

**Confidential Information:** Safeguard and maintain in strict confidence all our confidential information. Do not disclose it to other parties or in public places, except as authorized in writing by an officer of Subway or when disclosure is required by law. This includes information of a sensitive or proprietary nature, trade secrets and other non-public information. In no event may you or any of your employees or agents use our confidential information for personal gain. Your obligations to our confidential information extend even after your relationship with us has ended. Do not speak to the press on our behalf or make any statement concerning our business relationship with you unless we have provided you with written authorization to do so

**Business Records:** Honestly and accurately record and report all business information related to your business with us. This includes the proper recording of all expenses and payments. If we are being charged for your employee’s time, time records must be complete and accurate.

**Audits:** We have the right to monitor your compliance throughout the lifespan of the business relationship, including but not limited to inspection of your premises. If we determine that you have violated this Code, we may terminate our business relationship with you or require that you implement a corrective action plan.

**Other Standards:** In addition to complying with this code, vendors are responsible for complying with the Subway Procurement and Risk Management guidelines currently in place.

### **Environment**

Comply with applicable local and national laws in relation to the protection of the environment. You are 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.

### **Reporting Violations**

Promptly report to us any known or suspected violations of this Code including any violations by an employee, officer, agent, or subcontractor of ours.

To report a violation, please email [compliance@subway.com](mailto:compliance@subway.com) with the subject heading of REPORT IT – Subway Vendor Code of Conduct.

You can also send a letter to the Legal Department at Franchise World Headquarters, LLC, 325 Sub Way, Milford, CT 06461 with the attention line of REPORT IT – Subway Vendor 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, reported questionable behavior or a possible violation of this Code.

Issues regarding Subway® restaurants must be directed to our Customer Care team through the subway.com website.