



# CODE OF BUSINESS ETHICS AND CONDUCT

For Suppliers



At HJ, we are committed, very simply, to “doing what’s right.” This means that everything we do to drive our key business strategies must be done with the highest standards of ethics, honesty and integrity. Our philosophy is simple: integrity, honesty and compliance with the law are not optional. When it comes to ethics, there is no compromise.

We live and work alongside our constituents, and value their interests as our own. Fundamental respect for all people, and our planet, guides our corporate conscience. HJ is committed to diversity and inclusion, dignity for all workers along our entire supply chain, food safety and animal welfare, sensitivity towards the environment, and a spectrum of civic and charitable priorities that promote our shared future in the communities we serve.

We also believe that our Suppliers should observe the same philosophy in their actions and relationships affecting the HJ System. We appreciate that these Suppliers are independent businesses that manage their operations and their employees in their sole discretion. We also recognise that our Suppliers may operate in areas of the world where legal and cultural norms differ from ours. Even so, our Suppliers provide the ingredients in our food, the equipment used to make it and many other critical inputs into our business. That’s why our commitment to “doing what’s right” simply can’t be achieved without the same commitment from them. That’s also why HJ has established this Code – to set forth the basic requirements that must be met by all Suppliers.

# UNDERSTANDING THE CODE

When we say “Code”, we are referring to this Code of Business Ethics and Conduct for Suppliers. References to “HJ”, “us” and “we” mean Hungry Jack’s Australia Pty Ltd and its affiliates and subsidiaries. When we refer to the “HJ System”, we mean Hungry Jack’s Australia Pty Ltd and the system of restaurants. When we refer to “Suppliers”, we mean the vendors, suppliers, contractors, consultants and other third parties approved to do business with the HJ System, and if those Suppliers use subcontractors to provide goods or services to us, then the term “Supplier” also includes those subcontractors.

This Code is underpinned by the Australian Modern Slavery Act 2018 (Cth). Compliance with this Code is each Supplier’s individual responsibility. It is also the responsibility of Suppliers to ensure that their employees, officers, agents and subcontractors (including sub-assembly factories) comply with this Code. Accordingly, we recommend that Suppliers regularly communicate this Code and its requirements to all parties who perform work on behalf of the Supplier for the HJ System.

The provisions of this Code are intended only to confirm the basic requirements that must be met by Suppliers to the HJ System 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 between a Supplier and HJ or its agents.

In addition, Suppliers that have their own code of conduct for employees can meet this requirement through compliance with their own code, provided that it embodies the same philosophy and basic principles as HJ’s.

# BUSINESS INTEGRITY

**COMPLIANCE WITH LAWS AND INDUSTRY STANDARDS.** Suppliers are required to operate in full compliance with all applicable local and national laws and regulations in the jurisdictions in which they do business, including those relating to labour and employment, health and safety, human and civil rights, food safety, animal welfare and the environment. Where industry standards are more rigorous than legal requirements, Suppliers are expected to comply with the higher standard.

**ANTI-BRIBERY AND CORRUPTION.** Suppliers must not pay bribes, accept kickbacks, engage in extortion, fraud or embezzlement, or take any other action that would violate, or cause HJ to violate, the Australian Commonwealth Criminal Code Act 1995 (Cth) or any other applicable anti-bribery or corruption laws or regulations.

**CONFLICT OF INTEREST.** Suppliers are expected to disclose to HJ any existing or prospective situation that presents an actual conflict of interest or that could have the appearance of a conflict of interest, in relation to its role as a Supplier to HJ. This includes situations in which a HJ employee or contractor has an interest in, or economic ties with, the Supplier's business, or otherwise attempts to obtain personal benefit by virtue of his or her position.

**GIFTS AND ENTERTAINMENT.** Working together means that there may be instances in which our Suppliers engage in business-related entertainment with HJ employees or other representatives of the HJ System. There may also be instances in which small gifts or promotional items may be exchanged in the 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 HJ in connection with HJ business and are not intended or expected to, and do not, influence HJ's business-related decisions.

**CONFIDENTIAL INFORMATION.** In the course of their business relationship with HJ, Suppliers may gain knowledge of, or receive access to, confidential information belonging to HJ. This includes information of a sensitive or proprietary nature, trade secrets and other non-public information. Suppliers are required to safeguard and maintain in strict confidence all confidential information of HJ and must not disclose HJ's confidential information to other parties, except as authorised in writing by an officer of HJ or when disclosure is required by law. In meeting this requirement, Suppliers are expected to use at least the same degree of care to prevent unauthorised disclosure as the Supplier would use in respect of its own confidential information. In no event may a Supplier or any of its employees or agents take for themselves opportunities that are discovered through the use of HJ's confidential information or use HJ's confidential information for personal gain. Suppliers are reminded that their obligations to HJ in respect of confidential information extend even after their business relationship with HJ has ended.

**DATA SECURITY.** Suppliers who receive access to sensitive information belonging to HJ or its employees, franchisees, guests or business partners are required to take all steps necessary to maintain the security of that data. Suppliers are required, at a minimum, to comply with all applicable data security laws and regulations, and prevailing industry standards. Upon request, Suppliers should be prepared to share with HJ their data security policies and procedures and any applicable business continuity plans or practices.

**INTELLECTUAL PROPERTY.** Any use of HJ's trademarks, logos, domain names or other intellectual property by Suppliers must be submitted to HJ's Legal Department for approval prior to use. Suppliers are also expected to respect HJ's intellectual property and take steps to prevent its misuse.

## **SUSTAINABILITY**

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

**THE ENVIRONMENT.** At HJ, we embrace our responsibility to the environment, we are committed to doing our part with respect to energy, water and waste, and we expect our Suppliers to do the same. All Suppliers are required to comply with applicable local and national laws and regulations in relation to the protection of the environment. Suppliers 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 byproducts and hazardous waste), air emissions (including greenhouse gases) and handling of hazardous substances, and to provide reports on such procedures to HJ as HJ may request.

**RESPONSIBLE SOURCING.** We believe in responsible sourcing at all levels of our supply chain. Our commitment to responsible sourcing is demonstrated, in part, through our participation to improving animal welfare and working toward the elimination of deforestation. We expect Suppliers to assist us in meeting our commitment to responsible sourcing. Upon request, Suppliers are required to provide clear, timely and accurate reporting to HJ regarding the origins and facilities within their supply chain. Suppliers are encouraged and, in some instances, expected to demonstrate their own commitment to responsible sourcing by participating in initiatives and roundtables.



# WORKING CONDITIONS

**WAGES AND BENEFITS.** Suppliers must compensate their employees by providing wages, benefits and overtime premiums that meet or exceed the minimum legal requirements in the jurisdiction in which the Supplier is doing business, 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. Suppliers must pay their employees in a timely manner, accounting for all hours worked, and must communicate to their employees the basis upon which their compensation was calculated.

**WORKING HOURS.** Suppliers are expected to carry out their operations in ways that limit overtime to a level that ensures humane and productive working conditions. Suppliers are required to follow all applicable national and local laws and industry standards pertaining to the number of hours and days worked by all employees who perform work for the HJ System. Where there are no applicable laws, a workweek should be restricted to 38 hours, including overtime, except in emergency or unusual situations, and employees should be allowed at least one day off every seven days.

**FORCED LABOUR.** HJ believes that employment should be freely chosen. Accordingly, HJ has zero tolerance for involuntary labour of any kind, and will terminate its business relationship with any Supplier who uses involuntary labour or purchases from any subcontractor who uses involuntary labour of any kind. In addition, Supplier must 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.

**CHILD LABOUR.** Suppliers must comply with all applicable child labour laws, including those related to minimum age, hiring, wages, hours worked, overtime and working conditions. The minimum age for full time workers must not be less than 15 years of age, except as permitted in accordance with Local or International Labour Organisation law.

**DIVERSITY, DISCRIMINATION AND HARASSMENT.** HJ values, honours and respects differences and diversity in its employees, franchisees, guests and Suppliers. HJ expects Suppliers to provide a work environment that offers equal opportunity to their 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 recognised human rights.

**FREEDOM OF ASSOCIATION.** Suppliers 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' organisations. Suppliers must not threaten, penalise, or discriminate against employees based on union membership, or make employment conditional on relinquishing union membership or an agreement not to join a union.

**HEALTH AND SAFETY.** Suppliers are expected to provide all of their employees with a safe and healthy working environment and, where provided, living environment. Suppliers must comply with all applicable laws regarding working conditions, including workplace health and safety, sanitation, fire safety, risk protection, and electrical, mechanical and structural safety. At a minimum, Suppliers 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, Suppliers 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.

**EMPLOYMENT STATUS.** Suppliers 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 authorised to work in the jurisdiction in which the Supplier operates. Suppliers are expected to verify their employees' work authorisation status, and to maintain records to support their verification..

## COMPLIANCE

**ACKNOWLEDGMENT.** As a condition of doing business with the HJ System, each and every Supplier must comply with this Code. Suppliers agree that providing goods or services to the HJ System constitutes an acknowledgment by a Supplier that it understands the requirements set forth in this Code, is in compliance with all requirements of this Code, and will continue to comply with such requirements during the time it is an active Suppliers to the HJ System.

**AUDITS AND RECORDS.** Suppliers are expected to maintain appropriate records to demonstrate their compliance with this Code. HJ shall have the right to monitor compliance with this Code, including the right to conduct, or have its designee conduct, unannounced inspections of Suppliers' facilities and records, and the right, in connection with such inspections, to conduct interviews of the Suppliers' employees. If HJ determines that any Supplier has violated this Code, HJ may terminate its business relationship with the Supplier or require the Supplier to implement a corrective action plan.

**REPORTING VIOLATIONS.** Suppliers are responsible for promptly reporting to HJ any known or suspected violations of this Code or the current Code of Conduct for Employees, including any violations by an employee, officer, agent or subcontractor of HJ or a Supplier. To report a violation, please report it to our independent third party provider "Hungry Jacks Whistle-Blowers Help Line" on either 1300 241 659 or email [whistleblower@hungryjacks.com.au](mailto:whistleblower@hungryjacks.com.au) who will manage any required investigation.