

DUNKIN' BRANDS, INC. SUPPLIER CODE OF CONDUCT

Dunkin' Brands, Inc., as Manager, and its affiliated companies operating the Dunkin' Donuts and Baskin-Robbins brands (collectively "Dunkin' Brands") are committed to conducting business in an ethical, legal and socially responsible manner. The Supplier Code of Conduct ("Code") defines the minimum standards we require any agent, contractor, consultant, supplier or vendor (collectively "Suppliers") approved to do business with the Dunkin' Brands system to follow in the conduct of their businesses. Our Suppliers may also be required to comply with additional, separate policies developed to address specific product or commodity risk applicable.

This Code constitutes the minimum and not maximum standard required of our Suppliers and is based on core International Labor Organization (ILO) conventions and the UN Guiding Principles on Business and Human Rights (UNGPs).

1. Compliance with Laws

- Suppliers must comply with all laws, ordinances, rules, regulations and orders of public authorities pertaining to the maintenance and operation of the business that supplies products or services to the Dunkin' Brands system, including, but not limited to, those relating to health, safety, sanitation, employment, environmental regulation and taxation. Additionally, suppliers must comply with published industry standards.
- Where there is disparity between law and the standards set in this Code, suppliers are expected to comply with whichever provision affords greater protection to the worker. Dunkin' Brands recognizes that local and cultural constraints might apply to the implementation of this Code. We are committed to working collaboratively with our Suppliers to support continual improvement over a reasonable time frame

2. Child Labor

- Suppliers must not use employees who are under the legal age for employment under local law. No person shall be employed at an age younger than 15 (14 in certain developing countries as designated by ILO).
- Workers under 18 may only work during times that do not interfere with their mandatory schooling or jeopardize their physical or mental well-being. They must not work at night in adherence with ILO Conventions on Night Work (C090 and C079)
- Suppliers must maintain formal documentation, as appropriate and verifiable through local laws, to verify worker ages.

3. Forced Labor

- Suppliers must not use forced, slave, or bonded labor, indentured servitude, involuntary prison labor, violence, physical punishment, confinement, or other form of physical, sexual, psychological, or verbal harassment, intimidation or abuse of any worker. No trafficked individuals will be employed in any part of the supply chain and workers will not be required to pay fees, either directly or indirectly, or lodge deposits or original identity papers to obtain work. Workers will be free to leave employment after reasonable notice.

4. Health and Safety

- Suppliers must provide their employees with safe and healthy working conditions, including clean restrooms, appropriate fire exits, essential safety equipment, access to emergency medical care and well-lit work stations.
- Responsibility for health and safety will be assigned to a senior management representative who will conduct health and safety risk assessments and ensure all required documentation and permits regarding structural, electrical and fire safety are in place.
- Where required, personal protective equipment (PPE) will be provided and workers will be regularly trained on health and safety protocol and PPE use. All health and safety training, risk assessments and training will be documented.

5. Compensation

- Suppliers must fairly compensate their employees by providing wages and benefits that are in compliance with all applicable laws, or prevailing local standards, whichever is higher.
- Overtime work, if required under applicable law, will be paid at a premium rate, normally not less than 125% of normal rate.
- Suppliers must not deduct from wages for disciplinary measures. Wages must be paid directly in full, on a regular schedule and employees must receive an understandable pay slip that shows how wages are calculated. No deductions, beyond ordinary and required taxation will be made unless explicitly agreed to by the worker.

6. Work Hours

- The number of hours and days worked must be recorded and in compliance with all applicable laws, prevailing local standards, or industry standards, whichever is lower.
- Employees must not be required to work in excess of a basic 48 hours per week and will be provided with at least one day off for every seven day period. Overtime must be voluntary, will not average more than 12 hours per week and will not be undertaken on a regular basis.

7. No Discrimination

- We believe that all terms and conditions of employment should be based upon an individual's ability to perform the job, not based upon personal characteristics or beliefs. Accordingly, suppliers must not discriminate in hiring or terms of employment based upon race, color, caste, nationality, religion, age, disability, gender, marital status, sexual orientation, gender identity, social origin, social status, indigenous status, political affiliation, pregnancy, or other status of the individual unrelated to the ability to perform the job.
- Suppliers will develop a whistle-blowing policy for reporting issues of non-compliance against this Code and must not seek retribution against an employee who reports a violation of this Code. Migrant, contract and home-workers will receive the same rights, benefits and opportunities as other workers performing similar activities.

8. Freedom of Association and Collective Bargaining

- To the extent required by applicable laws in their jurisdiction, Suppliers must allow workers to join or form trade unions or other comparable organizations of their own choosing, to collectively bargain with their employer, and any other means of independent and free association and bargaining, and must provide any workers' representatives with access to carry out their representative functions.

9. No Bribes or Inappropriate Gifts

- Suppliers must not offer, give, accept, condone, knowingly benefit from or demand a bribe, kickback, corrupt payment, inappropriate gift or other improper advantage, regardless of local practices or customs. All suppliers must comply with all applicable anti-bribery laws and regulations, including, but not limited to, the U.S. Foreign Corrupt Practices Act (FCPA) and the U.K. Bribery Act (UKBA).
- Suppliers must not offer our employees, or employees of any third party engaged by us in connection with any aspect of the supply chain management process, any gifts that could reasonably be deemed to be an inducement. In particular, suppliers must not offer our employees, or employees of any third party engaged by us in connection with any aspect of the supply chain management process, any gifts, event tickets, or favors valued at more than US \$100 (or its equivalent in local currency) that benefit the recipient but do not add value to the Dunkin' Brands business.
- We require all suppliers to keep accurate and transparent records in reasonable detail of all business and commercial dealings to evidence no actual or attempted participation in money laundering or bribery.

10. Environment

- We require our Suppliers to comply with all relevant local, national and international legal requirements regarding environmental stewardship and expect them to have a strong environmental commitment and strive to continuously improve upon environmental performance. Suppliers must be able to demonstrate that they have and will continue to conduct an environmental impact assessment and remediate any issues identified.

11. Grievance Mechanisms

- We require suppliers to provide a complaints mechanism or whistleblowing process in order for worker to raise concerns. Issues raised should be investigated fully with swift responses and be entirely confidential (if desired) and unbiased with a fair resolution, with no fear or retaliation.
- This process should be effective and accessible. To this end, we encourage suppliers to provide multiple grievance channels (e.g. phone or web) in order to increase access.

12. Anti-money laundering and anti-terrorism

- We are committed to complying fully with all anti-money laundering and anti-terrorism laws throughout the world. Dunkin' Brands, and its franchisees, will conduct business only with reputable suppliers involved in legitimate business activities, with funds derived from legitimate sources. Suppliers must comply with all applicable anti-money laundering and anti-terrorism laws and regulations, regardless of local practices or customs.

Application

This Code is in addition to the Supplier's obligations as may be set out in any agreements with Dunkin' Brands (or its affiliates). In the event of any conflict between this Code and any applicable agreement, the agreement will control. The term "employee" refers to all people working on products or services supplied to the Dunkin' Brands system regardless of the person's status as an "employee," independent contractor or other.

Dunkin' Brands reserves the right to revise or withdraw this Code. This Code does not create rights for any person or entity other than Dunkin' Brands, Inc. and its affiliated companies.

Suppliers

In order to ensure effective implementation of this Code, Suppliers are required to:

- Appoint one person within their organization to oversee compliance with this Code
- Communicate this Code within their organization and to their subcontractors (where this requires translation, please contact Dunkin' Brands for translated copies).
- Sign and return a copy of this Code to Dunkin' Brands
- Maintain records to demonstrate compliance
- Immediately notify Dunkin' Brands of any material breaches of this Code, together with a schedule for immediate corrective action.

Inspections

All Suppliers must comply and require their own suppliers and subcontractors to comply with this Code. Failure to comply with this Code will be sufficient cause for Dunkin' Brands to immediately require corrective action or to revoke a Supplier's approval status. Dunkin' Brands reserves the right, as a condition of continuation of approval, access to conduct (itself or through a third party) periodic inspections and audits of suppliers, their facilities, documentation and business practices after reasonable and, advance notice, and conduct private interviews of supplier's employees to verify compliance with these standards. Refusal to permit such inspections or audits will be sufficient cause for Dunkin' Brands to revoke the supplier's approval status. Suppliers must keep readily accessible all information necessary to document compliance with this Code of Conduct and Dunkin' Brands standards.

Dunkin' Brands

In order to drive continuous improvement, Dunkin' Brands commits to undertake the following:

- Protect the confidentiality of information entrusted to us;
- Recognize Suppliers' own standards where they are comparable to this Code
- Cease trading with suppliers demonstrating a persistent disregard for the Code
- Give appropriate consideration to the impact of ceasing trading on suppliers and the communities in which they operate.
- Communicate this Policy to all suppliers and seek formal acceptance and commitment to its implementation
- Work with suppliers to support continuous improvement towards compliance with this Code through requiring reports of compliance levels and progress of corrective actions where relevant.
- Maintain an internal system to measure, record and monitor supplier performance.
- Review the Code annually to ensure it is up to date.
- Communicate this Code to all relevant employees.

I confirm that I have read and understood Dunkin' Brands' Supplier Code of Conduct in full and agree to comply with the code.

Signed:

Name (Print):

Title:

Date:

On behalf of Supplier:

Supplier designated code of conduct contact information:

Contact Name:

Contact Phone:

Contact E-Mail: