



## VENDOR ETHICS AND PROCEDURES STATEMENT

Hard Rock believes that the conduct of its Vendor Partners reflects upon Hard Rock itself and affects Hard Rock's reputation. Hard Rock requires that all of its vendors conform to standards of business practices, which are consistent with our practices. More specifically, Hard Rock requires conformity from its vendors with the following standards to which this Vendor represents and warrants its compliance with:

### **I. Confidentiality Information**

Vendor Partner shall not at any time, during or after the term of this agreement, disclose to others and will not take or use for its own purposes or the purpose of others any trade secrets, confidential information, knowledge, data, know how, or any other information considered logically as "confidential".

### **II. Registration**

In order to conduct business with any of the Hard Rock properties you must be registered and approved through the Vendor Registration process. This includes any and all transactions, regardless of dollar value. Unregistered / unapproved vendors are not authorized to conduct any business with Hard Rock.

### **III. Purchase Order Required**

A Purchase Order (PO) will be issued for all goods, services, samples, donations etc. regardless of dollar value by the Purchasing Department. All products delivered or services provided must be accompanied by the corresponding PO number listed on the PO document sent by Purchasing. If you have not been issued a PO then you are not authorized to deliver product or supply services and in turn, we are not authorized to process your invoice for payment.

### **IV. Contracts and agreements**

Any / all agreements, contracts, proposals must be submitted to the Purchasing Department on behalf of the vendor / supplier for submission and consideration to the requesting department.

### **V. Gifts**

- a. Vendor acknowledges and agrees that the acceptance of gifts from an outside organization doing business with or seeking to do business with Hard Rock is prohibited where the acceptance of the gift creates the appearance of a conflict of interest. Gifts to an employee of Hard Rock are presumed to create the appearance of a conflict of interest. Gifts to an employee of Hard Rock are prohibited and should promptly be returned.
- b. Vendor acknowledges and agrees Hard Rock employees are not authorized to accept gifts, personal loans, entertainment, inducements or other special considerations from an individual or business organization seeking to do business with or consideration to maintain a contract.
- c. Vendor acknowledges and agrees that under no circumstances may any team member at a Director or above position accept any form of gratuity, gift, etc. from a vendor for any reason.
- d. Vendor acknowledges and agrees that Hard Rock's staff members shall not directly or

indirectly seek or accept any gifts. This includes: payments, fees, services, privileges, vacations, trips, loans or other favors of any nature from any person or business that does or seeks to do business with, or is a competitor of Hard Rock.

- e. Vendor acknowledges and agrees that gifts/donations that have the opportunity to benefit all employees are acceptable upon approval of the General Manager/SVP/President/Head of Procurement. (i.e.: items donated for employee picnic, charity events, conferences, etc.)
- f. A violation of this provision will constitute a breach of this Agreement and may result in:
  - Requirement of vendor to implement a corrective action plan;
  - Cancellation of all/any outstanding orders; or
  - Termination of our business relationship

## VI. **Vendor Code of Conduct**

Hard Rock conscientiously integrates the standards and commitments set forth in this Ethical Code of Conduct for Vendors into the way we run our businesses. We expect that any Vendor as well as any Third Party Manufacturer working with Vendor that is doing business with Hard Rock will adhere to this Code of Conduct in order to achieve the highest ethical and environmental standards and social responsibility in its business practices. Our Vendor Code of Conduct is as follows:

### **a. Animal Welfare**

Vendors agree to treat animals humanely by ensuring that all animals have minimal stress, fear and pain. Good animal welfare consists of appropriate shelter, management, nutrition, humane breeding, humane handling, and humane slaughter. Alternatives to animal testing should be used whenever possible.

### **b. Fair Business Practices**

Vendors must abide by fair business practices, including truthful and accurate advertising. Deal fairly in all relationships and avoid taking unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or other unfair-dealing practice.

### **c. Labor**

Hard Rock expects its vendors to treat their workers with dignity and respect, and to uphold their human rights. Working hours comply with national laws and benchmark industry standards, whichever affords greater protection. Physical abuse or discipline, the threat of physical abuse, sexual or other harassment, verbal abuse and/or other forms of intimidation shall be prohibited.

### **d. Freely Chosen Employment**

No vendor will use any form of slavery or forced labor; this includes involuntary prison labor.

### **e. Child Labor**

Hard Rock has a zero tolerance policy of exploitation of children and vulnerable adults. Vendors may not employ anyone under the age of 15, the minimum age for employment in the applicable location or the age for completing compulsory education in that location, whichever is higher. Vendors must comply with all age-related working restrictions as set by local and federal law and adhere to international standards as defined by the International Labor Organization (ILO) regarding age appropriate work when applicable.

**f. Human Trafficking Compliance**

Vendors shall comply with all applicable human rights laws, statutes. Vendors shall implement due diligence procedures for their own suppliers, subcontractors and other participants in their supply chains, to ensure that there is no human rights violations, including but not limited to slavery, child labor or human trafficking in their supply chain.

**g. Health, Safety and Respect for Environment**

Hard Rock expects vendors to provide a healthy and safe working environment, and to be environmentally responsible to minimize any adverse impacts of operations on the environment. Vendors are encouraged to conserve natural resources, to reuse and recycle and to avoid use of hazardous materials where possible.

Vendors shall have systems to ensure the safe and lawful handling, movement, storage, recycling/reuse or management of waste, air emissions and wastewater discharges. 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.

Vendors shall have appropriate processes in place to identify, prevent and mitigate any risk of a chemical spill or other event that would pose a threat to worker safety and/or to the environment. These processes include emergency plans in the case of an unsafe event and response procedures should such an event occur.

The provisions of this Code of Conduct do not constitute maximum standards, and this Code of Conduct should not be used to prevent companies from exceeding these standards. Companies applying this Code of Conduct are expected to comply with applicable laws and, where the provisions of laws and this Code of Conduct address the same subject, to apply that provision which affords the greater protection.

Vendors are responsible for auditing on an annual basis any authorized Third Party Manufacturer to confirm Vendor's authorized Third Party Manufacturer continues to meet Hard Rock's Code of Conduct.

By signing this agreement Vendor represents and warrants that it and any of its authorized Third Party Manufacturers currently meet and/or exceeds Hard Rock's Code of Conduct and shall continue to do so throughout its term as an authorized Vendor or authorized Third Party Manufacturer of Hard Rock.

Hard Rock reserves the right to verify any Vendor's or Third Party Manufacturer's compliance with the Code of Conduct. In the case Hard Rock becomes aware of any actions or conditions not in compliance with this Code of Conduct, Hard Rock reserves the right to demand corrective measures and even termination of any business relationship (including Agreements) with Vendor and/or any consent agreement to use of a Third Party Manufacturer with any Vendor and Third Party Manufacturer who does not comply with this Code of Conduct.

As an officer of \_\_\_\_\_ (FEIN \_\_\_\_\_),  
Company Name  
a Vendor Partner of Hard Rock, I have read the terms described in this document and understand my company's business relationship with Hard Rock is based upon said company being in full compliance with these terms. I further understand that failure by a Vendor Partner to abide by any of these terms and conditions stated herein may result in the immediate cancellation by Hard Rock of all outstanding orders with the Vendor Partner and refusal by Hard Rock to continue to do business with said Vendor Partner. I am signing this statement as a corporate representative of \_\_\_\_\_ to  
Company Name  
acknowledge, accept and agree to abide by the standards, terms and conditions set forth in this Vendor Ethics and Procedures Statement between my company and Hard Rock. I hereby affirm that all actions, legal and corporate, to make this agreement binding and enforceable against have been completed.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date