

McDonald's Restaurants Limited
Standard Terms and Conditions for Introduction Fees

McDonald's operates a site introduction scheme under which a Site Finder's Fee may be payable for the introduction of a Site of which McDonald's were not previously aware, where that site is subsequently Acquired by McDonald's.

In submitting any Site to McDonald's an Introducing Party agrees to be bound by these Terms and Conditions.

1. Definitions

1.1. In this Agreement unless the context otherwise requires:

"Acquire" or **"Acquired"** means in respect of any Site the unconditional exchange of contracts between the Seller, Developer or Landlord of the Site and McDonald's for the acquisition of a freehold or leasehold interest in the Site by McDonald's;

"Franchisee" means any person (whether an individual or a corporate entity) from time to time who has entered into a franchise agreement with McDonald's for the operation of a restaurant trading under the McDonald's name and style;

"Government Official" means any officer, employee, agent or representative of any governmental authority, including a department or agency of any government or a government-owned or controlled entity, a candidate for political office, a political party, any official of a political party, any state-owned enterprise, social or public organisation, or any member of a Government Official's immediate family. Examples of Government Officials include police officers, persons responsible for issuing official permits or licenses, health inspectors, labour/employment authorities, and employees of companies or entities owned by the government such as oil companies, the news media, transportation entities, hospitals, schools and universities.

"Introducing Party" means an individual or corporate entity who shall introduce a Site to McDonald's and who shall satisfy the eligibility requirements set out in clause 2;

"McDonald's" means MCDONALD'S RESTAURANTS LIMITED (Registered in England No. 01002769) whose registered office is at 11/59 High Road, East Finchley, London N2 8AW;

"McDonald's Affiliates" means all or any of McDonald's Corporation and its direct and indirect subsidiaries and its Franchisees;

"McDonald's Representative" means an acquisition surveyor employed by McDonald's (being at the date of these Terms and Conditions those surveyors whose contact details are listed on the website <https://www.mcdonalds.com/gb/en-gb/new-sites.html> or otherwise as may be employed by McDonald's from time to time);

"Site" means land identified as potentially suitable for development and/or use as a McDonald's Restaurant;

"Site Finder's Fee" means the sum of £20,000 plus VAT (where applicable) or such other fee as shall be advertised by McDonald's as a Site Finder's Fee at the time of introduction of a Site by an Introducing Party.

- 1.2. The headings to clauses are inserted for convenience only and shall not affect the interpretation or construction of this Agreement.
- 1.3. Words imparting the singular shall include the plural and vice versa. Words imparting a gender include every gender and references to persons include an individual, company, corporation, firm or partnership.
- 1.4. The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 1.5. References to any statute or statutory provision shall include (i) any subordinate legislation made under it (ii) any provision which it has modified or re-enacted (whether with or without modification) and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).
- 1.6. All references in this Agreement to Appendix, Clauses and Schedules (if any) are to the appendix, clauses and schedules to this Agreement unless otherwise stated.

2. Eligibility

- 2.1. To be eligible to receive a Site Finder's Fee an Introducing Party must satisfy the following criteria
 - 2.1.1. The Introducing Party shall not be under 18 years at the date of introduction
 - 2.1.2. Neither the Introducing Party nor any relative of any Introducing Party shall be an employee, Franchisee, supplier, agent or contractor of McDonald's or a McDonald's Affiliate
 - 2.1.3. Neither the Introducing Party nor any relative of any Introducing Party shall have any legal or beneficial interest in the Site nor any personal interest whether as licensee, developer or otherwise
 - 2.1.4. Neither the Introducing Party nor any relative of any Introducing Party shall be a Government Official

3. Site introduction

- 3.1. In order to qualify for payment of a Site Finder's Fee the Introducing Party shall submit the following in writing (by letter or email) to a McDonald's Representative:
 - 3.1.1. Full site address and postcode
 - 3.1.2. Location plan identifying the Site
 - 3.1.3. Name, address, email address and telephone number for the Introducing Party
 - 3.1.4. Name and address of the owner of the Site and any selling or letting agent of which the Introducing Party is aware
- 3.2. Any introduction must be acknowledged in writing (by letter or email) by a McDonald's Representative. Evidence of this acknowledgement may be requested by McDonald's prior to payment of the Site Finder's Fee.
- 3.3. McDonald's may reject any Site which has been introduced to it at its sole discretion and shall have no obligation to give reasons for not pursuing a transaction related to any Site.
- 3.4. Where the Introducing Party is a property professional, surveyor or agent it shall
 - 3.4.1. assist McDonald's at all stages in the acquisition process by providing such information advice and assistance as McDonald's shall reasonably require
 - 3.4.2. if required by McDonald's, assist with negotiations of Heads of Terms
- 3.5. The Introducing Party shall provide to McDonald's such information as McDonald's shall require in order to carry out due diligence checks in relation to the Introducing Party which may include (but is not limited to) verification of identity and credentials and other usual due diligence checks.
- 3.6. The Introducing Party shall comply with all relevant laws and regulatory requirements of England and Wales.
- 3.7. The Introducing Party warrants and undertakes:
 - 3.7.1. to comply with the McDonald's Code of Conduct for Suppliers (as attached in the Appendix, and as may be amended from time to time) and any other applicable policy made known to the Introducing Party.
 - 3.7.2. that it is introducing the Site in good faith
 - 3.7.3. to comply with all applicable laws and regulatory requirements relating to anti-bribery and anti-corruption (including, for the avoidance of doubt, the Bribery Act 2010) and that it has not and will not offer, make, promise or authorise any payment of money or gift of anything of value, either directly or indirectly, in connection with any Site or any transactions involving McDonald's or a McDonald's Affiliate to any Government Official; or to any person or entity when such offer, payment, transfer, or promise would be for an improper purpose; or to any other person or entity while knowing that any portion of those payments or transfers will be offered, made, or promised, either directly or indirectly, to such persons;
 - 3.7.4. that it has not and will not offer, make, promise or authorise any facilitating financial payments or other advantage of any kind to the persons referred to in clause 3.7.3 above.

4. Payment of Site Finder's Fee

- 4.1. McDonald's shall pay the Site Finder's Fee to the Introducing Party at its discretion provided always that the following conditions are met:
 - 4.1.1. The Introducing Party has fully complied with these Terms and Conditions and has provided reasonable information and assistance to McDonald's to enable McDonald's to establish that this is the case.
 - 4.1.2. The results of all due diligence checks carried out by McDonald's in respect of the Introducing Party are satisfactory to McDonald's in its absolute discretion.
 - 4.1.3. McDonald's is not already aware of the Site at the time the introduction is made.
 - 4.1.4. A Site introduced by the Introducing Party is subsequently Acquired by McDonald's within 12 months of the introduction.
 - 4.1.5. The Introducing Party shall issue an invoice from the Introducing Party to McDonald's in respect of the Site Finder's Fee. Where VAT is payable the invoice shall be a valid VAT invoice.
 - 4.1.6. Any invoices submitted by the Introducing Party to McDonald's must be compliant with McDonald's reasonable requirements otherwise McDonald's shall be entitled to reject the invoice and request that the invoice be re-submitted to McDonald's in the required format.

4.1.7. The Introducing Party shall produce to McDonald's a duly completed and signed Agent Statement in the form attached at Appendix 3.

- 4.2. For the avoidance of doubt no Site Finder's Fee shall be paid if conditions outlined at clause 4.1 have not been complied with in their entirety.
- 4.3. Where an introduction is made by an individual and McDonald's have reason to believe that the individual has become aware of the Site by virtue of his or her employment, the Introducing Party shall be deemed to be the individual's employer for the purpose of payment of the Site Finder's Fee.
- 4.4. Payment of the Site Finder's Fee shall only be made to an Introducing Party and shall be made by cheque or banker's order. No payment will be made in cash under any circumstances.
- 4.5. Where an introduction does not lead to a Site being Acquired by McDonald's within 12 months of the introduction but that Site is subsequently Acquired (whether as a result of another introduction by another party or otherwise) the original Introducing Party shall not be entitled to receive a Site Finder's Fee.

5. Confidentiality

- 5.1. Save as provided in Clause 5.2 the Introducing Party shall keep and procure to be kept secret and confidential all confidential information of McDonald's disclosed to or obtained by it as a result of the introduction of a Site and shall not use nor disclose the same save for with the prior written consent McDonald's.
- 5.2. The obligations of confidentiality in this Clause 5 shall not extend to any matter which Introducing Party can show is in or has become part of the public domain other than as a result of a breach of the obligations of confidentiality under these Terms and Conditions; or was in its written records prior to the date of any Site introduction; was independently disclosed to it by a third party entitled to disclose the same; or is required to be disclosed under any applicable law, or by order of a court or governmental body or other competent authority.
- 5.3. The Introducing Party shall not use the name or logo of McDonald's in any advertising or publicity.

6. Data Protection

- 6.1. Each of McDonald's and the Introducing Party warrants that it has complied, and shall continue to comply, with the requirements of the Data Protection Act 1998 and all other data protection legislation in any jurisdiction relevant to the exercise of any rights or the performance of any obligations pursuant to these Terms and Conditions.
- 6.2. Any personal data that the Introducing Party provides to McDonald's for the purpose of applying for a Site Finder's Fee will be used only for the purposes of assessing, processing and recording the Site Finder's Fee and may, for this purpose, be shared with McDonald's Affiliates.

7. Governing Law and Dispute Resolution Procedure

- 7.1. These Terms and Conditions, and any issues or disputes arising out of or in connection with them shall be governed by and construed in accordance with English Law.
- 7.2. All disputes and claims arising out of or relating to these Terms and Conditions shall be subject to the exclusive jurisdiction of the English Courts, to which McDonald's and the Introducing Party irrevocably submit.

Appendix 1

McDonald's Supplier Code of Conduct



Supplier Code of Conduct

At McDonald's, our Core Values are integral to how we do business, and we expect our suppliers to respect and promote these values. We seek to develop and strengthen partnerships based on transparency, collaboration and mutual respect. We recognize that our suppliers are independent businesses and the exclusive employers of their employees. However, the actions of our business partners can be attributed to McDonald's, affecting our reputation and the level of trust we have earned from customers and others. We appreciate that suppliers operate in different legal and cultural environments throughout the world. At a minimum, we require that all suppliers and their facilities meet the standards and promote the principles outlined in this Code, which are intended to advance McDonald's commitment to all aspects of sustainability (ethical, environmental, and economic). Visit www.aboutmcdonalds.com for information on McDonald's commitment to sustainability.

The provisions of this Code are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a supplier and McDonald's or any of its affiliates. We expect suppliers to hold their supply chain, including subcontractors and third party labor agencies, to the same standards contained in this Code. This Code does not create any third-party beneficiary rights or benefits for suppliers, subcontractors, their respective employees or any other party.

HUMAN RIGHTS

UN DECLARATION OF HUMAN RIGHTS: We expect our suppliers to conduct their activities in a manner that respects human rights as set out in The United Nations Universal Declaration of Human Rights. In addition, suppliers shall uphold the following labor practices:

FREEDOM OF ASSOCIATION: Suppliers shall respect the rights of workers to associate or not to associate with any group, as permitted by and in accordance with all applicable laws and regulations.

EMPLOYMENT STATUS: Suppliers shall employ workers who are legally authorized to work in their location and facility and are responsible for validating employees' eligibility to work status through appropriate documentation.

EMPLOYMENT PRACTICES: Suppliers shall not use any form of slave, forced, bonded, indentured, or involuntary prison labor. They shall not engage in human trafficking or exploitation, or import goods tainted by slavery or human trafficking. They shall not retain employees' government-issued identification, passports or work permits as a condition of employment.

ANTI-DISCRIMINATION AND FAIR TREATMENT: Suppliers shall promote and maintain a workplace free from discrimination and treat their employees with fairness, dignity and respect. No form of physical, sexual, psychological or verbal harassment or abuse shall be tolerated.

WORKING HOURS AND REST DAYS: Employees shall be allowed at least one day off every seven days, and any overtime worked shall be voluntary. If local law allows, employees may voluntarily work overtime on rest days, provided that they are allowed at least one day off within the next seven days. Continuous working days are never to exceed 21 days without a rest day.

UNDERAGE LABOR: Suppliers shall ensure that no underage labor has been used in the production or distribution of their goods or services. A child is any person under the minimum employment age according to the laws of the facility's country, or, in the absence of law, under the minimum age for completing required education. Suppliers shall not employ anyone younger than 14, regardless of the country's minimum working age.

WAGES AND BENEFITS: Suppliers shall ensure that their workers are paid lawful wages, including overtime, premium pay, and equal pay for equal work without discrimination. There shall be no disciplinary deductions from pay.

WORKPLACE ENVIRONMENT

Suppliers shall ensure that all workers receive communication and training on emergency planning and safe work practices. In addition, suppliers shall have systems to prevent, detect and respond to potential risks to the safety, health and security of all employees.

ENVIRONMENTAL MANAGEMENT

Suppliers are responsible for managing, measuring and minimizing the environmental impact of their facilities. Specific focus areas include air emissions, waste reduction, recovery and management, water use and disposal, and greenhouse gas emissions.

BUSINESS INTEGRITY

COMPLIANCE WITH LAW: Suppliers' business activities shall comply with applicable laws and regulations in the countries and jurisdictions in which they operate. This Code applies to activities in the locations where suppliers' goods are produced, where any related services are performed, and where the goods enter the supply chain.

ANTI-BRIBERY: Suppliers shall not engage in any form of bribery, kickbacks, corruption, extortion or embezzlement. Suppliers shall not take any action that would violate, or cause McDonald's to violate, any applicable anti-bribery law or regulation, including the U.S. Foreign Corrupt Practices Act.

AUDITS AND ASSESSMENTS: McDonald's reserves the right to audit compliance with this Code. Audits are facility inspections that include employee interviews and a review of supplier records and business practices. Such audits are conducted by McDonald's or its approved monitoring firm. If an audit identifies a violation of this Code, suppliers shall act promptly to correct the situation to McDonald's satisfaction.

BOOKS AND RECORDS: Suppliers shall maintain accurate and transparent books, records and accounts to demonstrate compliance with applicable laws and regulations and this Code.

CONFIDENTIALITY: Suppliers shall safeguard McDonald's information by keeping it secure, limiting access, and avoiding discussing or revealing such information in public places. These requirements extend even after the conclusion of a supplier's business relationship with McDonald's.

GRIEVANCE MECHANISM: Suppliers shall create internal programs for handling reports of workplace grievances, including anonymous reports.

WHISTLEBLOWER PROTECTION: Suppliers are responsible for prompt reporting of actual or suspected violations of law, this Code, the Standards of Business Conduct for McDonald's employees, or the McDonald's Supplier Guidance Document. This includes violations by any employee or agent acting on behalf of either the supplier or McDonald's. Such programs shall protect worker whistleblower confidentiality and prohibit retaliation.

ADDITIONAL STANDARDS: In addition to complying with this Code, suppliers are responsible for complying with the McDonald's Supplier Guidance Document, and being aware of and supporting the Standards of Business Conduct for McDonald's employees.

Appendix 3
McDonald's required form of Agent Statement

AGENT DECLARATION (UK VERSION)

McDonald's has in place various policies and procedures for property transactions, as part of its international commitment to high ethical and moral standards.

Before clearing a finder's fee invoice for payment, any agent or party introducing a site must sign this declaration on behalf of the individual and his/her employer.

1. The transaction relates to the lease/purchase/sale/ of the property at:

At a price/rent of £

2. The total commission payable to me is (net of VAT):

[£20,000]
This fee is payable pursuant to the agreed rates set out in McDonald's Standard Terms and Conditions for payment of a Finder's Fee

3. No-one else is entitled to a share of the above fee and I have no agreement or understanding with any other person or entity to share the fee or to compensate, pay money to or give other valuable consideration to any other person for any reason related to or arising out of the transaction referred to above, except as noted below:

[name/address/share/details]

4. To the best of my knowledge, no agent, servant, employee, officer, supplier or franchisee of McDonald's Corporation or any of its subsidiaries or affiliates have any interest in, connection with or relation to, either direct or indirect, the owner of the Property or any predecessor in title of the owner;
5. I acknowledge that this statement is being relied upon and considered by McDonald's as inducement to enter into the Agreement.

This declaration does not absolve any party from the requirements of the Estate Agents (Provision of Information) Regulations 1991, passed under the Estates Agents Act 1979. These Regulations require the agent to supply written information to the client relating to the agent's work and other expenses and are aimed at the disclosure of concealed interest. Breach of the Regulations may render the contract unenforceable by the agent.

Signed: _____ Print Name: _____ Date: _____

Name of Firm: _____

Address: _____