

ROMANO'S
Macaroni
GRILL®

CODE
— OF —
CONDUCT

CODE OF CONDUCT

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I. INTRODUCTION TO ROMANO'S MACARONI GRILL

Introduction to our Code of Conduct

DO THE RIGHT THING...At Romano's Macaroni Grill ("RMG") we take those 4 words seriously. In order to "do the right thing" it is important to know what is considered right and wrong. RMG expects each Team Member (defined below) to reflect this core value and exercise the highest levels of integrity, ethics, and objectivity in actions and relationships which may affect RMG, or where the Team Member represents or negotiates on behalf of RMG. Team Members must not misuse the authority or influence of their positions in these relationships.

A Team Member misuses his/her authority or influence when that Team Member violates any of RMG's policies and work rules, or when that Team Member exceeds the scope of what he/she is permitted to do while working at RMG. When there is doubt as to whether an action is appropriate or permitted, or whether it will cause embarrassment to RMG or its reputation, it should be avoided.

The Board of Directors (the "Board") of RMG has adopted this Code of Conduct (sometimes also referred to herein as "Code") to:

- promote honest and ethical conduct, including fair dealing and the ethical handling of conflicts of interest;
- promote full, fair, accurate, timely and understandable disclosure;
- promote compliance with applicable laws and governmental rules and regulations;
- ensure the protection of the Company's legitimate business interests, including corporate opportunities, assets and confidential information; and
- deter wrongdoing, both ethically and legally.

All Directors, Officers, General Managers, employees based at the Corporate Office in Houston, TX ("Restaurant Support Center Team Members") (together, "Team Members" or individually, a "Team Member") of Romano's Macaroni Grill are expected to be familiar with the Code of Conduct and to adhere to those rules, principles, and procedures set forth below that apply to them. Further, Team Members are also responsible for ensuring that all other RMG employees under their supervision comply with the rules herein as they apply to these other employees.

You should be aware that the policies described in this Code of Conduct are separate requirements from RMG's more detailed policies and procedures set forth in the Team Member Handbook, which is not part of this document. However, please know that both this Code of Conduct and all other policies, rules, and procedures that are set forth in the Team Member Handbook and which may be provided or promulgated from time to time by RMG should be read and understood by all Team Members.

This Code must be communicated to all Team Members, and all other RMG employees, as appropriate.



II. CONFLICTS OF INTEREST

A “conflict of interest” occurs when an individual’s private interest interferes in any way – or even appears to interfere – with the interest of RMG. A conflict of interest can arise when a Team Member takes actions or has interests that may make it difficult to perform RMG’s work objectively and effectively. Conflicts of interest also arise when a Team Member, or member of his or her family, receives improper personal benefits as a result of the Team Member’s position at Romano’s Macaroni Grill.

For purposes of this Code, what consists of a “personal benefit” is broad. A personal benefit is really any gain, including but not limited to gifts, favors, promises of more business, and the like, which directly or indirectly benefits a Team Member or family of the Team Member. This Code does not attempt to describe all possible conflicts of interest or improper personal benefits that could develop.

Team Members must avoid any conflict of interest with RMG. Team Members may not permit outside interests to interfere with their job duties, and RMG prohibits all employees from using their position with RMG, or RMG’s name, for any private gain, either for themselves or for their family.

Whenever a Team Member believes a situation involves, or may reasonably be expected to involve, a conflict of interest with RMG, he or she should promptly advise their General Manager, Department Head, or RMG’s Corporate Counsel.

Below are specific rules and guidelines applicable to certain situations, and which RMG has instituted in order to assist in preventing any conflicts of interest from arising:

1. Financial Interests

No Team Member or member of a Team Member’s immediate family (defined below) shall:

- a) Own, sell, or acquire, directly or indirectly, any equity securities or partnership interests of any vendor, supplier, developer, or competitor (whether direct or indirect), other than, for securities traded on a national exchange, or over the counter and regularly reported in the financial press, more than 1% of a corporation’s outstanding securities; or
- b) Loan or borrow any money to or from an RMG supplier or competitor, or to or from officers or employees of an RMG supplier or competitor.

If you are considering financially involving yourself in the business interests of a vendor, supplier, developer, or competitor – even if permitted under a) and b) above - you must still ensure that your involvement does not impact your performance at RMG in any way, specifically including but not limited to your decisions as to hiring or engaging vendors or suppliers. You must also have the approval of RMG’s Corporate Counsel. Many factors should be considered in determining whether a conflict of interest situation exists, including:

- The ability to influence RMG decisions or decisions of the other company;
- Access to the proprietary and/or confidential information of RMG or of the other company;
- The nature of the relationship between RMG and the other business.

2. Relationships with Suppliers

- a) Relationships with suppliers and/or vendors of all goods and services to RMG must be on an “arm’s length” basis, reflecting a willing buyer and willing seller, both of whom are independent from one another. Where reasonably practicable, competitive bidding should be used, with supply decisions made on the basis of quality, price, availability and service. If the Team



Member making the purchasing decision is a friend or relative of the supplier, or if the supplier is a former Team Member of RMG, the Team Member should disclose this information to the Corporate Counsel before effecting the transaction.

- b) Neither Team Members nor members of their immediate families may use an RMG supplier for personal needs on other than an “arm’s length” basis.
 - i. RMG defines “immediate family” to include a person’s spouse or domestic partner, parents, children, siblings, mothers-in-law and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law, and anyone (other than Team Member) who share such person’s home.
- c) Gifts and Gratuities
 - i. Meetings with current or potential vendors or suppliers may include an aspect of entertainment, provided the entertainment is of reasonable value and occasional frequency, and due to the business component are not considered “gifts” for purposes of this Code. The nature of meetings and entertainment should always be in good taste and not in conflict with RMG’s values. The Team Member should maintain detailed records of any entertainment.
 - ii. No cash gift, cash equivalents such as gift cards, or gratuity or any kickback, free services or special favors from any current or potential vendor, supplier, contractor or agency may be solicited, requested or accepted. Gifts of any value may not be accepted. Such gifts are not permitted because they do not benefit the business of RMG and instead benefit only the individual Team Member, thus allowing for a potential conflict of interest to arise. Certain unpermitted gifts include, but are not limited to, property use, vacation homes, boats, and/or sporting event seats/tickets. In the event of a large group activity sponsored by a large vendor, prior disclosure to – and approval from – the Corporate Counsel is required. RMG must be the sole beneficiary of any purchase of good or service you may make for RMG.
 - iii. Cabins, lodges, or other recreational retreat facilities owned or supplied by vendors, suppliers, contractors, or agencies may not be used for personal purposes. Participation in supplier-sponsored seminars, meetings or activities at vendor-owned or supplied facilities and attendance at other smaller sporting events may be permitted with prior approval by the Corporate Counsel.
 - iv. Team Members should not accept invitations to attend major sporting or public events such as the Super Bowl, Masters golf tournament or Kentucky Derby if the Team Member’s attendance is at substantial cost to suppliers and no significant business is expected to be conducted. If invitations/free tickets are offered to a Team Member on the basis of a business relationship (pursuant to section (i) above), these tickets may be accepted, but become the property of RMG with the distribution and use of tickets decided by RMG. Company attendance/tickets may be used in conjunction with a Team Member incentive program, be offered in a general drawing or among a certain department/level of Team Members, may be retained by the individual to whom they were offered, or for such other purpose as the Corporate Counsel may decide. Tickets that are offered for only a specific Team Member’s use will be subject to special scrutiny and may only be accepted if the Corporate Counsel approves. Otherwise, attendance/tickets must be declined.
 - v. Team Members should never solicit gifts from Vendors or Suppliers to support RMG events or Team Member incentive programs except for large meetings such as Conventions or National Conferences (including Director of Operations and General Manager conferences/meetings, as well as Restaurant Support Center functional department meetings), menu printing or other cost offset assistance, where RMG



believes there is a benefit to participating Vendors and Suppliers and it has been approved by RMG's Corporate Counsel or Chief Financial Officer. Examples of prohibited solicitations include items such as door prizes and merchandise donations. Solicitations of support for charitable purposes may only be accepted if approved by RMG's Corporate Counsel or Chief Financial Officer.

- vi. These policies apply equally to giving. To that end, apart from formally-approved RMG incentive marketing programs conducted in the ordinary course of business, gifts and entertainment for current or prospective franchisees, guests, business partners, or suppliers should be in line with customary business practice. They should be avoided where disclosure would cause negative publicity. You should limit the gift to items having a nominal value and you must obtain prior approval from your supervisor. If the cost is reasonable and done infrequently, Team Members may, upon prior approval from their supervisors, pay for minor hospitality in connection with business activities, such as an occasional meal or entertainment. When such business activities occur frequently with a specific entity or individual, such costs should be shared or paid for on a reciprocal basis. You may never give any item to anyone who is employed by, a representative of, or related to a government or its agencies or any quasi-governmental entity as this can be construed as bribery in many countries.

3. Employment Relationships

No Team Member or member of a Team Member's immediate family shall:

- a) be an officer, member of the Board of Directors or partner of an RMG vendor, supplier or competitor (whether direct or indirect); or
- b) be a Team Member of an RMG vendor, supplier or competitor, without the prior approval of RMG's Corporate Counsel, who shall evaluate the potential conflict of interest based on the facts and circumstances of each case, except that:
 - i. a member of the immediate family of any Team Member may be employed by an RMG supplier or competitor in a non-salaried, hourly position; and
 - ii. a member of the immediate family of a Restaurant Team Member may be employed by an RMG supplier or competitor in a non-officer, operations-related position, including as manager or general manager of another restaurant. "Restaurant Team Member" for purposes of this section means any Team Member working outside the Restaurant Support Center at an RMG restaurant, including restaurant Managers, General Managers, Managing Partners (if applicable) and Directors of Operations, but excluding the Chief Operating Officer and other officers; and
 - iii. a conflict of interest will not exist if a restaurant hourly Team Member is also employed, in a non-management capacity, at another restaurant company; or
- c) engage in any activity or business outside of RMG that detracts from an individual's ability to devote appropriate time and attention to his or her responsibilities with RMG; however, hourly restaurant Team Members and Hourly Shift Managers are permitted to hold non-management hourly positions with competitors; or
- d) become employed by a supplier or who offers his or her services as an independent contractor for a period of 12 months from the Team Member's termination date, without prior written approval from the Chief Operating Officer (COO).



III. CORPORATE OPPORTUNITIES

Team Members are prohibited from (a) taking for themselves personal opportunities that are discovered through the use of RMG property, information or position and which are in the line of RMG's business, without first disclosing the opportunity to their supervisor so that RMG may exercise its right of first refusal to take advantage of the opportunity; (b) using RMG property, information or position for personal gain; and/or (c) competing with, or making plans to compete with, RMG.

Team Members owe a duty to RMG to advance its legitimate interests when the opportunity to do so arises. Consistent with this notion, Team Members are obligated to fully disclose to their supervisor any material facts within their knowledge that relate to a potential corporate opportunity for RMG. At that point, RMG will have the right to take advantage of that opportunity. Because Team Members are to advance RMG's interests, the rights to any corporate opportunities which are in RMG's line of business belong to RMG.



IV. CONFIDENTIAL & PROPRIETARY INFORMATION

In carrying out RMG's business, Team Members often learn confidential and/or proprietary information about RMG. Briefly stated, proprietary information is information that belongs exclusively to RMG and is known only by RMG, and confidential information is information that RMG seeks to keep secret and private. You must not disclose any RMG confidential or proprietary information or trade secrets to persons outside of RMG, except when authorized or legally mandated. This confidential or proprietary information may include, but is not necessarily limited to, non-public business, financial, personnel or technological information, business plans, data, emails, voicemails, printed reports, pricing and sales information, food and beverage processes, recipes and the like, and other processes or systems related to any portion of RMG's business operations that you have learned, generated or acquired during your association with RMG that is not otherwise publicly available, or any other information which you either know or should reasonably know would, if disclosed to a third party, cause harm to RMG in any way. This prohibition extends indefinitely beyond your employment with RMG.

Confidential Information about Third Parties. The policy with respect to information about RMG applies equally to confidential or proprietary information or trade secrets belonging or relating to any Supplier, Vendor, Competitor, Contractor, Consultant, Former Employer or other person or entity that you have received in your capacity as a Team Member of RMG, except when disclosures are authorized or legally mandated. Such prohibited disclosures further include any private information about any employee, past or present, such as their contact information and any health information provided to RMG about them.

V. MAINTENANCE OF BOOKS & RECORDS

Maintenance of Books and Records. RMG's business records (including time sheets, expense reports, invoices, supporting documentation and benefit plan information) are required to be prepared accurately, reliably, and in a timely manner. RMG's personnel records must also be properly maintained, even if the employees no longer work for RMG. Team Members are prohibited from creating or participating in the creation of (or falsification or alteration of) any Company records and are further required to be honest and straightforward in their dealings with internal or outside auditors with respect to RMG's transactions, records, accounts, and financial statements.

The Chief Executive Officer and the senior financial officers have the direct and primary responsibility to ensure full, fair, accurate, timely and understandable disclosure of RMG's financial information. Senior financial officers include the Chief Financial Officer, the VP of Finance/Controller, and each of their direct reports who have responsibility for the preparation of financial statements and disclosure of financial information.

Records Retention. Business documents and records, as well as employee personnel records, are important company assets and contain data and information critical to the continuity of our business, preserve information necessary to protect our legal rights and support and document tax and other regulatory requirements. Team Members are prohibited from tampering with company records or removing or destroying them prior to the dates specified in record retention schedules. RMG's record-retention policies are established in compliance with local laws. The policy dictating record retention for restaurants locations and the Restaurant Support Center and the minimum periods are included in the RMG Record Retention Policy. You may also obtain clarification from the Human Resources department regarding how to properly retain these records.



VI. COMPANY PROPERTY

Team Members should protect RMG's assets and ensure their efficient use. All RMG assets should be used only for legitimate business purposes. Team Members are prohibited from abusing, destroying, damaging or defacing company property, tools, equipment or property of others.

VII. FAIR DEALING

Team Members should endeavor to deal fairly with RMG's guests, suppliers, competitors, and other Team Members. No Team Member should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair dealing practice.

VIII. COMPLIANCE WITH LAWS

Team Members are required to obey all federal, state and local laws and regulations while conducting business on behalf of RMG, including antitrust and trade regulation laws, environmental laws, franchise laws, liquor laws, employment laws, product safety laws, advertising laws, etc. It is the personal responsibility of each Team Member to be sufficiently knowledgeable of and adhere to the standards and restrictions imposed by those laws, rules and regulations.

Antitrust Laws; Contacts with Competitors. No discussions, meetings, or arrangements with competitors are ever to be held on any subject that could possibly violate the antitrust laws, included laws related to price fixing, exclusive dealing, and others. It is the responsibility of each Team Member who has responsibility in areas affected by these laws to be sufficiently knowledgeable of the laws so as to avoid violations. No Team Member is ever authorized to violate these laws, and any questions regarding the legal validity of an action should be directed to RMG's Corporate Counsel.

IX. GOVERNMENT RELATIONS

Political Activity. The Code of Conduct does not restrict your right to participate in political activities in your personal capacity or to use personal funds for political purposes. If you choose to seek or hold public office, either by election or appointment, such decision should be discussed in advance with your General Manager, Department Head or RMG's Corporate Counsel, as appropriate. Team Members are prohibited from using corporate facilities or other assets of RMG for the benefit of political candidates or parties. Any personal political contributions will not be reimbursed. The Company only may participate in the political process in the following manner:

- a) **Lobbying Activities.** RMG may participate in lobbying activities only through the direction of the Corporate Counsel and/or Board of Directors. No Team Member may lobby on behalf of RMG unless the Corporate Counsel or the Board of Directors (or committee thereof) expressly authorizes such activity in writing. Team Members are prohibited from lobbying on their own behalf, or on behalf of third persons, while fulfilling their duties and responsibilities to RMG.
- b) **Political Action Committee ("PAC").** RMG is permitted to sponsor and pay the administrative costs of a PAC or effective citizenship programs.

Foreign Corrupt Practices Act ("FCPA"). The Code of Conduct prohibits any Team Member from giving and/or offering money or anything of value to a foreign governmental official, agency, political party, party official or candidate to induce the recipient to give RMG business, purchase RMG's products or otherwise benefit RMG's business in their country other than contributions within the purview of applicable law.



Team Members that conduct business with government officials, whether in the United States or in a foreign country, must be particularly careful that gifts and entertainment are not construed as bribes, kickbacks or other improper payments. It is the responsibility of each Team Member who has responsibility in areas affected by these laws to be sufficiently knowledgeable of the laws so as to avoid violations. No Team Member is ever authorized to violate these laws, and any questions regarding the legal validity of an action should be directed to RMG's Corporate Counsel.

Disclosures in Governmental Filings and Other Public Communications. It is RMG's policy to make full, fair, accurate, timely and understandable disclosure in compliance with all applicable laws, rules and regulations in the reports and documents that it files with or submits to various state or federal agencies, and/or in other public communications made by the Company. All Team Members are expected to use their best efforts to perform their duties in a manner intended to implement this policy.

Questions concerning the applicability of any legal or regulatory provision should be directed to RMG's Corporate Counsel.

X. REPORTING OF POTENTIAL VIOLATIONS – OPEN DOOR HOTLINE

All Team Members of RMG are expected to know and follow the Code of Conduct. Conduct that may raise questions as to RMG's honesty, integrity, impartiality, reputation, or activities that could cause embarrassment to RMG or damage its reputation are prohibited. All Team Members who know of violations, or who have reason to believe that a violation has been committed, must immediately report them to your General Manager, supervisor, Corporate Counsel, or Vice President of Human Resources ("VP of HR").

Any Team Member with a question about a potential violation of law or the interpretation or application of this policy should contact RMG's General Counsel or the Chief Financial Officer.

Team Members may also contact **Romano's Macaroni Grill Open Door Hotline** by visiting: opendoor.macaronigrill.com or by calling toll-free: 1-855-260-2609 to report any violation of the Code or any other applicable law. The RMG Open Door Hotline is available 24 hours a day, seven days a week. The Human Resources team will promptly take all actions necessary to investigate alleged violations addressed under this Section X, and to remediate any situations to the extent required. Team Members are expected to offer their fully cooperation in assisting in any internal investigation of misconduct. It is RMG's policy not to allow retaliation for reports made in good faith.

XI. FAILURE TO COMPLY

A failure by a Team Member, Contractor, or Consultant to comply with the laws or regulations governing RMG's business, this Code or any other RMG policy or requirement may result in disciplinary action, up to and including termination of employment, and, if warranted, legal proceedings.

Where Romano's Macaroni Grill has suffered a loss, it may pursue its remedies against the individuals or entities responsible. Where laws have been violated, RMG will cooperate fully with the appropriate authorities.

XII. ADMINISTRATION OF THE CODE OF CONDUCT

The Human Resources and Legal teams are responsible for applying this Policy to specific situations in which questions are presented to it and has the authority to interpret this Policy in any particular



situation. The VP of HR and the Corporate Counsel shall take all action they consider appropriate to investigate any violations reported to them. If a violation has occurred, RMG will take such disciplinary or preventive action as it deems appropriate, after consultation with the VP of HR (in the case of a director or executive officer), or the Corporate Counsel (in the case of any other Team Member). In addition to the other procedures set forth in the Policy, all disclosures required by the Policy, requests for interpretation of any provision of the Policy, and questions concerning the Policy may be submitted in writing to the Corporate Counsel. Responses may also be made in writing. All disclosures will remain confidential.





APPENDIX

A. TEAM MEMBER ACKNOWLEDGMENT: CODE OF CONDUCT

I have received, read, and understand the RMG Code of Conduct, dated June 1, 2015. I understand the policies described in the Code of Conduct are separate requirements from RMG's more detailed policies and procedures set forth in the Romano's Macaroni Grill Team Member Handbook, which is not part of this document.

All Team Members of Romano's Macaroni Grill are expected to know and follow the Code of Conduct. Conduct that may raise questions as to RMG's honesty, integrity, impartiality, reputation, or activities that could cause embarrassment to RMG or damage its reputation are prohibited. All Team Members who know of violations, or have reason to believe one has been committed, must immediately report them to their direct supervisor, General Manager, or the RMG Corporate Counsel.

I understand that I may contact my General Manager, supervisor, Corporate Counsel, or Vice President of Human Resources if I have any questions or concerns about the meaning or application of the Code of Conduct, any RMG policies, or the legal and regulatory requirements applicable to my position.

In addition to the above contacts, I understand I may also contact Romano's Macaroni Grill Open Door Hotline by visiting: opendoor.macaronigrill.com or by calling toll-free 1-855-260-2609, 24 hours a day, seven days a week.

Team Member's Signature *Date*

Printed Name of Team Member *Last 4 Digits of Social Security Number*

Manager's Signature *Date*

Printed Name of Manager

Restaurant Location

Please sign and return this form to the Human Resources Department at HR@macgrill.com.

