

BRINKER INTERNATIONAL'S FCPA AND ANTI-CORRUPTION POLICY

Brinker conducts business globally in a variety of legal and business environments through franchise operations or joint venture operations. It is Brinker's policy to conduct its operations ethically and in compliance with U.S. and applicable foreign laws against bribery, including the U.S. Foreign Corrupt Practices Act ("FCPA"). The FCPA and such anti-corruption laws generally prohibit payments by companies and their representatives to foreign (e.g., non-U.S.) politicians, government and quasi-government officials to secure business. **Brinker, as well as individual executives, could be found liable for criminal and civil penalties, including individuals being imprisoned, for violations of these laws. Further, violations of this Policy could result in the termination of employment of a Brinker Team Member.**

This Policy extends to all of Brinker's domestic and foreign operations, including operations conducted by any departments, subsidiaries, franchisees, developers, agents, consultants or other business associates or via any majority-owned or controlled affiliates, including joint ventures. Each Brinker Team Member involved or exposed to dealings with foreign officials, politicians or government-owned companies outside the U.S. is expected to become familiar with this Policy to avoid any violations and to recognize potential issues in time for them to be appropriately addressed.

The FCPA:

A. Prohibited and Restricted Payments: The FCPA prohibits the offer, promise, authorization, or payment of a bribe or "anything of value" to a "foreign official" in order to "obtain or retain business" or to "secure any other improper advantage" through improper influence over official actions that affect Brinker. This prohibition is very broad, and covers: (1) cash payments; (2) non-cash "payments," benefits, and favors; and (3) in certain circumstances, otherwise legitimate business expenditures such as gifts, entertainment, and hosted travel or training. The FCPA prohibits these payments whether they are made directly by a Brinker Team Member or indirectly through any third parties, such as consultants, agents, franchisees, developers, or joint venture partners (the "Intermediaries").

B. "Foreign Officials": For purposes of this Policy, a "foreign official" means any officer or employee of a foreign government (i.e., other than the United States) or any department, agency, or instrumentality thereof, including government owned companies, or of a "public international organization," any person acting in an official capacity for or on behalf of a foreign government official, a foreign political party or party official, or any candidate for foreign political office. Under this policy, "foreign officials" also include spouses and other immediate family members of foreign officials.

C. Cash and Non-Cash Payments: "Anything of Value": The FCPA prohibits the provision of "anything of value" to a foreign official for improper purposes. This term is very broad, and can include any item of pecuniary value, including, for example: (1) cash or gifts in kind; (2) gift or sale of stock or other investment opportunities in other than an arm's length transaction for demonstrated fair market value, e.g., buying from an official at inflated prices or selling to an official at deflated prices; (3) contracts or other business opportunities awarded to a company in which a foreign official has an ownership or other beneficial interest; (4) charitable contributions; (5) medical, educational, or living expenses, and (6) travel, meals, lodging, shopping or entertainment expenses.

D. "Improper Advantage": The FCPA's prohibition against improper payments to "obtain or retain business" or to "secure any other improper advantage" covers virtually any improper payment made in a business context. For example, Brinker Team Members and Intermediaries must not pay or give things of value to foreign officials, directly or indirectly, beyond legitimate stated fees or pricing schedules for such items or actions (e.g. permit fees): (1) to prevent a governmental action, such as the imposition of a tax or fine, or the cancellation of an existing contract or contractual obligation; (2) to secure acquisition of a property or franchise; (3) to obtain a construction permit, liquor license, food and beverage permit or other authorization from a government; (4) to obtain confidential information about business opportunities, bids or the activities of competitors; (5) to

obtain the right to open an office, to secure a zoning ruling, to secure government conferences and government rates, or to influence the award of a government contract; (6) to influence the rate of taxes and/or penalties that would be levied on Brinker's business by tax inspectors and real estate assessors; (7) to obtain relief from government controls such as to affect the nature of foreign regulations or the application of regulatory provisions; (8) to resolve governmental disputes, e.g. the resolution of tax deficiencies or a dispute over duties payable; (9) to resolve commercial litigation in foreign courts, or (10) to secure any other improper advantage.

E. Third-Party Payments: Because the FCPA prohibits both direct and indirect payments to foreign officials, Brinker can face FCPA liability based on improper payments made by other parties working on behalf of Brinker, such as the Intermediaries. This is true where Brinker was actually aware of the conduct or where Brinker should have known, given the circumstances that such conduct was occurring or was likely to occur. The concept of "knowledge" under the FCPA statute includes "conscious disregard" or "deliberate ignorance."

Foreign Laws:

Although this Policy focuses on compliance with the FCPA, Brinker policy is to ensure compliance with similar applicable local laws of each of the countries in which Brinker operates.

Every employee is responsible for ensuring that no gifts, payments, or offers of gifts, payments or anything of value are made or authorized to "foreign officials" without following the procedures set forth in this Policy. Questions regarding any aspect or application of this Policy should be directed to the General Counsel's office.

Brinker's General Counsel is responsible for reviewing requests for authorization of gifts and promotional or marketing expenses and for approving such requests when such payment, gift or offer would not violate either the FCPA or this Policy.

Brinker requires that all non-U.S. business associates (including agents, franchisees, developers, consultants, advisors, joint venture partners or other third party business associates) comply fully with all applicable laws and Brinker rules and policies, including the FCPA and any similar applicable local laws. Brinker will not establish any relationship with non-U.S. business associates who have, or who Brinker has reason to believe may have, associated with any person or entity who Brinker has reason to believe may have engaged in or been accused of any conduct that might expose Brinker to unacceptable legal, business, reputational, or other risks.

Brinker reserves the right to modify, amend or deviate from this Policy, Procedure, Process or Guideline from time-to-time in its sole discretion, with or without notice, subject to applicable law. This policy will not serve to otherwise augment any legal duty not otherwise imposed by applicable law.