

PRO TV SUPPLIER CODE OF CONDUCT

INTRODUCTION

Corporate integrity, responsible sourcing and the safety and wellbeing of workers in the countries where we do business are of paramount importance to PRO TV SRL ("**PRO TV**" or the "**Company**"). These core principles are based on the international treaties and standards and are reflected in this Supplier Code of Conduct as may be amended from time to time (this "**Code**"), which establishes the minimum behaviours, standards and practices that we expect any entity that supplies products or services to **PRO TV** to comply with.

DEFINITIONS AND SCOPE

Supplier means a company, partnership or individual that provides products, staffing and/or services to **PRO TV**.

Worker means any individual whom the Supplier employs, hires or engages, or otherwise uses to conduct its business.

WHO MUST COMPLY WITH THIS CODE?

Suppliers shall comply with this Code and shall make reasonable efforts to ensure that its workers comply with the principles set out in this Code. Suppliers shall ensure continuous compliance of the principles set out in this Code and, if requested by **PRO TV**, demonstrate such compliance in a reasonable manner.

Failure to comply with the standards and provisions set out in this Code may result in **PRO TV** reviewing our relationship with a Supplier and potentially refusing future cooperation with a Supplier.

Suppliers are encouraged to disseminate these expectations throughout their own supply chain and incorporating the principles set out in this Code as part of routine business practice.

1. Compliance with laws and regulations and priority of standards

- 1.1 **PRO TV** expects all its Suppliers to operate in compliance with all applicable laws, statutes, regulations and codes from time to time in force ("**Applicable Law**") in connection with the provision of products, staffing or services to or for **PRO TV**.
- 1.2 If there are stricter rules prescribed by any Applicable Law than in the provisions of an agreement with **PRO TV** and the provisions of this Code, the Supplier shall meet the more stringent standard imposed by Applicable Law.
- 1.3 If there is a conflict between the provisions of an agreement with **PRO TV** and the provisions of this

Code, the Supplier shall meet the standard as set out in the agreement.

2. Treatment of individuals

All suppliers must comply with Applicable Law in relation to its labour practices and human rights.

- 2.1 **Slavery, human trafficking and child labour.** The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations in any part of its supply chain. This includes, but is not limited to, not supporting or engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour and prison labour.
- 2.2 **Human rights.** The Supplier shall comply with all internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force.
- 2.3 **Equal opportunities.** PRO TV is an equal opportunities employer and Suppliers shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on race, caste, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, union membership or political affiliation or any other characteristic other than the worker's ability to perform the job, subject to any accommodations required or permitted by law.
- 2.4 **Freedom of association and collective bargaining.** The Supplier shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.
- 2.5 **Working environment.** The Supplier shall provide a safe, healthy, and sanitary working environment and comply with applicable health and safety laws and any other relevant laws where it operates. This includes, but is not limited to, implementing general and relevant industry-specific procedures and safeguards to prevent workplace hazards and work-related accidents and injuries. Where such hazards cannot be adequately prevented or controlled, the Supplier shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work.
- 2.6 **Wages and remuneration.** Whenever required by Applicable Law, the Supplier must compensate its employees and staff with wages and benefits that at the very least meet the minimum wage and benefits established by Applicable Law and any applicable collective agreements.

3. Data provision, protection and information security

- 3.1 The Supplier shall commit to provide PRO TV with access to relevant, correct and current information and to build trust through integrity, transparency, honesty and objectivity.
- 3.2 We expect Suppliers to safeguard and only make proper use of information that we share with them

and abide by all data protection and privacy laws and regulations (including when personal data are collected, stored, processed or transferred). Suppliers shall share our commitment to protect and respect the privacy rights of individuals.

- 3.3 The Supplier shall have in place appropriate measures to protect the integrity and confidentiality of information (including information belonging to or supplied by **PRO TV** and/or any personal data) held on its systems and ensure that there is no unauthorised access of the information by third parties.

4. Intellectual Property

Suppliers shall respect all intellectual property rights and will not copy or allow third party access to any intellectual property or content in which **PRO TV** or any other third party holds property rights without authorization from the property rights holder, including any film, video or digital elements containing audio/visual content.

5. Environmental responsibility

- 5.1 The Supplier shall conduct its business in a responsible manner protecting and preserving the environment and natural resources. The Supplier shall consider measures and initiatives to protect the environment, including the use of environmentally friendly technologies and renewable energy sources where feasible. The Supplier shall use reasonable measures to minimize the environmental impact of its business.

- 5.2 The Supplier shall at a minimum ensure that:

- (a) it operates in an environmentally responsible and efficient manner and it complies with all applicable environmental laws, including laws and international treaties relating to (but not limited to) waste disposal, emissions, discharges and the handling of hazardous and toxic materials;
- (b) the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws and treaties; and
- (c) it will only use packaging materials that comply with all applicable environmental laws and treaties.

- 5.3 The Supplier shall have in place a reasonably suitable system for managing its environmental risks.

6. Bribery and corruption

- 6.1 **PRO TV** has a zero tolerance policy for bribery and corruption. Suppliers are expected to behave ethically in all business dealings. Hospitality or promotional gifts or other benefits can be granted to the extent allowed by Applicable Law.

- 6.2 The Supplier shall comply with all Applicable Law relating to the prevention of bribery and corruption. To that end, the Supplier shall not accept, offer, promise, pay, permit or authorise:

- (a) bribes, facilitation payments, kickbacks or illegal political contributions;

- (b) money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
- (c) any other unlawful or improper payments or benefits.

7. Conflicts of interest

Suppliers must not engage or enter into business relationships that create or give the appearance of a Conflict of Interest. For purposes of this Code, a “Conflict of Interest” means that because of other activities or relationships with other persons, a Supplier is unable or potentially unable to render impartial assistance or advice to **PRO TV**, or the Supplier’s objectivity in performing the contract work is or might be otherwise impaired, or the Supplier has an unfair competitive advantage in procurement. Although we are cognizant that Suppliers may have clients in the same industries in which **PRO TV** operates, Suppliers should make us aware of any potential or actual Conflict of Interest that may affect its business dealings with **PRO TV** as soon as they are known.

8. Unfair business practices

The Supplier shall comply with all applicable competition laws including but not limited to those relating to free market regulations, teaming and information sharing with competitors, price fixing and rigging bids.

9. International business and financial reporting

PRO TV respects international regulations of trade and international sanctions that may be imposed on countries, entities or individuals. **PRO TV** has a zero tolerance for any form of fraud. Business transactions, assets and liabilities shall be recorded in accordance with Applicable Law, including keeping of appropriate financial reporting and internal controls. We expect our Suppliers shall do the same.

10. Procurement by Supplier

The Supplier shall procure goods and services in a responsible manner. In particular, the supplier shall (a) always select its own suppliers providing goods or services directly or indirectly to **PRO TV** based on their agreement to adhere to standards comparable to those set forth in this **PRO TV** Code of Conduct and (b) when working at **PRO TV** offices or premises, only subcontract work to third parties with the prior written consent of **PRO TV**.

11. Questions and Reporting Concerns

Suppliers can ask questions about any matter related to this Code or any engagement or relationship with us and shall report any actual or potential ethical concern or violation of this Code. Suppliers can contact their local contact or legal department or send an email to legal-notices@protv.ro.