

GRASS VALLEY SUPPLIER CODE OF CONDUCT

1. OVERVIEW

The Grass Valley Supplier Code of Conduct (SCC) is aimed to ensure that Grass Valley, its affiliates and subsidiaries (Collectively known as Grass Valley) engage with reputable suppliers committed to Grass Valley's business practices and ethical standards. This code applies to the people and companies ("Suppliers") across the world that do business with Grass Valley. Grass Valley expects its Suppliers to act in a manner compatible with standards that contribute to Grass Valley's outstanding reputation. Grass Valley expects that its global Suppliers conform to the following:

2. CODE OF CONDUCT

a. General principle

Grass Valley Suppliers must operate in full compliance with all applicable laws and regulations of the countries in which they operate, and also in compliance with this Code.

b. Child Labor

Suppliers shall comply with applicable local child labor laws and employ only workers who meet the applicable minimum legal age requirement for their location. Suppliers shall not employ children under the age of 15 or, in those countries subject to the developing country exception of the International Labor Organization (ILO) Convention 138, to employ no workers under the age of 14.

c. Compensation and Working Hours

Suppliers shall comply with applicable wage and hour labor laws including those related to minimum wages, overtime hours and legally mandated benefits.

d. Discrimination

Suppliers shall not tolerate unlawful discrimination in the workplace. Suppliers shall comply with applicable local laws concerning discrimination in hiring and employment practices.

e. Environment

Suppliers shall consider the impact their operations have on the environment and reduce that impact where practicable to protect the environment. Suppliers shall comply with applicable environmental laws and regulations in the countries in which they operate.

f. Forced Labor

Suppliers shall not use forced or involuntary labor including, but not limited to, prison labor, indentured labor, slave labor, human trafficking, or other forms of compulsory labor. Furthermore, Supplier shall not use or utilize, and shall take reasonable steps to ensure your supply chain does not use or utilize, the labor of any North Korean citizen or national in the manufacture or procurement of your products, in whole or in part.

g. Freedom of Association

Suppliers shall recognize and respect rights of workers to join organizations of their own choosing or to refrain from joining organizations. Suppliers shall respect the rights of workers to bargain collectively through representatives of their own choosing where a union has been chosen in accordance with applicable laws and regulations.

h. Gifts and Gratuities

Suppliers shall not offer, pay, or accept kickbacks, bribes or other improper payments or benefits prohibited by law. Grass Valley strictly prohibits Suppliers from offering to, or accepting from, Grass Valley's representatives or associates any business gifts, hospitality, meals, entertainment or other favors that do not satisfy any of the following requirements: **1)** for a legitimate business purpose and consistent with common courtesies usually associated with accepted business practices; **2)** nominally-valued; **3)** not extravagant in nature; **4)** infrequent; and **5)** not intended to sway business decisions. Cash gifts or gratuities, regardless of amount, are strictly prohibited. Any Supplier that violates this policy risks immediate loss of all existing and future Grass Valley's business.

i. Health and Safety

Suppliers shall provide a reasonably safe working environment supportive of accident prevention and minimizing exposure to health risks. Suppliers shall comply with all applicable safety and health laws and regulations in the countries in which they operate.

j. Conflict Minerals

Suppliers shall source minerals, derivatives of minerals, and other raw materials in a manner that respects human rights. Suppliers shall avoid directly or indirectly financing or benefiting armed groups in the Democratic Republic of Congo (DRC) and/or its adjoining countries. Suppliers are required, from time to time, to certify that all materials and products supplied to Grass Valley either: **a)** do not contain tantalum, tin, tungsten or gold; or **b)** if they do contain those elements, Suppliers shall cooperate with Grass Valley in determining the country of origin and the source (including the applicable smelter) and chain of custody of those elements.

k. Corruption and Bribery

Suppliers shall tolerate no form of and not engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

3. RIGHT TO AUDIT

Grass Valley may from time to time request information or access for purposes of verifying compliance by Supplier. In the event Grass Valley provides such a request and is not reasonably satisfied with the Supplier's response, Grass Valley may, in its sole discretion, decline to make further purchases under any agreement between Grass Valley and Supplier.

4. APPLICATION TO SUBCONTRACTORS

Supplier shall cause its subcontractors to comply with the provisions of this Code as if it were Supplier itself.

5. EVENT OF VIOLATION

Suppliers shall take necessary corrective actions to promptly remedy identified noncompliance with this Code. Grass Valley reserves the right to take any action it deems appropriate, which may include termination of its business relationship, with any Supplier who is unwilling or unable to comply with this Code.

6. NON-COMPLIANCE REPORTING

Violations of the Grass Valley Supplier Code of Conduct may be confidentially reported to the Grass Valley Legal Team.

7. SUPPLIER CODE OF CODE ACKNOWLEDGMENT

Please proceed to read and sign the declaration below

DECLARATION OF THE SUPPLIER

To: Grass Valley and its affiliates and subsidiaries

We hereby declare the following:

1. We have received a copy of the “Grass Valley Supplier Code of Conduct” (herein after “Code of Conduct”) and hereby commit ourselves, in addition to our commitments set out in agreements with Grass Valley, to comply with its principles and requirements.
2. Upon request, we will provide Grass Valley with a written self-assessment as required within a reasonable time after such request.
3. We agree that Grass Valley or a third-party appointed by Grass Valley, may carry out reasonable unannounced inspections, or audits, on our premises to verify our compliance with the Code of Conduct.
4. We confirm that we will forward the contents of this Code of Conduct to our suppliers to ensure they meet and comply with the principles and requirements of this Code of Conduct.
5. We agree that this declaration will be subject to the substantive law which is set out in agreements concluded between Grass Valley and us and that, in the event no such agreement is yet established, such will be subject to the substantive law of the State of Delaware without regard to any of its conflict of law rules.

Signature

Printed Name/Title

Date

Supplier Name

Company Seal

This document must be signed by an authorized representative of the company and returned to Grass Valley within 7 business days of receipt