



Grass Valley Supplier Code of Conduct

1. OVERVIEW

The Grass Valley Supplier Code of Conduct ("SCC" or "Code") 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

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 must comply with applicable local child labor laws and employ only workers who meet the applicable minimum legal age requirement for their location. Suppliers must 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, employ workers under the age of 14.

c. Compensation and Working Hours

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

d. Discrimination

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

e. Environment

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

f. Forced Labor

Suppliers must 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. Suppliers must also take reasonable steps to ensure that their approved supply base does not involve individuals subject to forced labor or unlawful labor practices in any capacity.

g. Freedom of Association

Suppliers should recognize and respect the rights of workers to join organizations of their own choosing or to refrain from joining organizations. Suppliers need to 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 must 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 the following requirements:

1. For a legitimate business purpose and consistent with common courtesies associated with accepted business practices;
2. Nominally-valued;
3. Not extravagant in nature;
4. Infrequent;
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 business.

i. Health and Safety

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

k. Corruption and Bribery

Suppliers must strictly prohibit and actively prevent all forms of corruption and bribery. They must not, under any circumstances, engage in, tolerate, or facilitate any corrupt practices, including offering, promising, or providing any payment, gift, or other benefit to government officials or any other party to improperly influence decision-making or gain an unfair advantage in violation of the law.

3. RIGHT TO AUDIT

Grass Valley may, from time to time, request information for the purpose of verifying compliance by the Code. If Grass Valley 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 the Supplier.

4. APPLICATION TO SUBCONTRACTORS

Suppliers should cause their subcontractors to comply with the provisions of this Code as if they were the Supplier itself.

5. EVENT OF VIOLATION

Suppliers should take necessary corrective actions to promptly remedy identified non-compliance 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 Department at compliance@grassvalley.com.

7. SUPPLIER CODE OF CONDUCT ACKNOWLEDGMENT

By accepting a Purchase Order from Grass Valley, the Supplier acknowledges and agrees to comply with the Grass Valley Supplier Code of Conduct.