



EUROVISION SERVICES

Supplier Ethics Charter



Ethics &
Compliance

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Our Commitment

ETHICS & TRANSPARENCY

Ethics and transparency are a corporate responsibility and have a profound influence on the way companies conduct their business affairs. We all work hard to achieve our goals, and we are ready to tackle new challenges, adapt ourselves to the market and keep our customers satisfied.

To continue to do so and to ensure the growth of our business, Eurovision Services S.A (“Eurovision”) needs to do business in a secure way which means: always complying with all applicable laws, rules, and regulations anywhere we do business, and we aim to foster sustainable growth and to build a better future for our employees and our stakeholders.



We are thus determined to work with suppliers, subcontractors, consultants, freelancers, third parties and partners (the “Supplier”) which share our ethical values and our ways of working.

To ensure the highest standards of responsibility and integrity throughout our supply chain, we adapted our internal Code of Ethics and Business Conduct (<https://www.eurovision.net/about/ethics>) in this Supplier Ethics Charter (the “Charter”).

Where this Charter refers to employees, it refers to any permanent employees and any person performing functions on behalf of the Supplier, regardless of whether they have a permanent or temporary fixed-term contract (including consultants, freelancers, interns etc.).

We request that each of our Supplier commits to complying with this Charter and cascade these values and principles throughout its own supply chain.

Eurovision expects from its Suppliers full compliance with all applicable laws and regulations of the countries where they are registered, as well as where operations are managed or services provided. In this respect, the Charter represents a minimum standard of best practice.

1. People

1.1 WORK ENVIRONMENT

The Supplier is committed to fostering and maintaining a work environment free from any physical or psychological harm, while respecting the personal integrity of its employees. Any form of victimization or mistreatment of employees in relation to their work environment or conditions, including behaviour directed against one or more employees that could lead to ill health or social exclusion within the workplace, will not be tolerated.

1.2 HUMAN RIGHTS

The Supplier is committed to respecting and promoting the fundamental rights set forth in the Universal Declaration of Human Rights, the dignity and value of human beings and equal rights for women and men and it complies, in particular, with local, national and international laws and regulations concerning child labour and all forms of forced or compulsory labour. It ensures that all agreements on working hours are respected, with employees receiving an appropriate salary and benefits for their work.

The Supplier also respects personal dignity and privacy, and the rights of the individual. The Supplier does not tolerate any forced labour, modern slavery, and human trafficking and is also committed to respecting freedom of association and collective bargaining.

1.3 CHILD LABOUR

A child means every human being below the age of eighteen (18) years.

“**Child Labour**” refers to work that:

- is mentally, physically, socially or morally dangerous and harmful to children; and
- interferes with their schooling by:
 - depriving them of the opportunity to attend school; or
 - obliging them to leave school prematurely; or
 - requiring them to attempt to combine school attendance with excessively long and heavy work.

EUROVISION strictly prohibits the work of children below the age of 16 to be employed in factories producing the equipment purchased by EUROVISION to provide its services to its customers. If the law mandates a higher minimum age, it must be followed.

Young workers below the age of 18 can only undertake light work, and all laws regarding young workers must be adhered to.

The use of Child Labour is not acceptable, and EUROVISION will not work with Suppliers that use Child Labour in any of their facilities, or who do not have efficient systems in place to ensure that Child Labour cannot occur on the production premises.

Children shall not perform night shifts, overtime or any other work that is heavy, hazardous or unsafe to their physical and mental health and development.

The Supplier commits to:

- respecting and implement the [UN Guiding Principles on Business and Human Rights](#) and the [Children's Rights and Business Principles](#); and
- adopting a hiring policy that includes a minimum age of 16, or older if specified by the applicable local law; and
- having efficient management systems in place, which ensure that age verification procedures are followed and implemented effectively. Records of age verification must be kept in employee records; and
- ensuring that only persons over the age of 16 are present in the workplace (including during school holidays when risk of children being present in the factories may be higher); and
- ensuring that in factories where childcare facilities are provided, children be restricted to these areas only and are prohibited from the work area; and
- ensuring that legally defined light-work requirements for young workers employed in the factory are respected; and
- ensuring that any sub-suppliers and sub-contractors are not involved in employment of Child Labour and that they respect legally defined light-work requirements for young workers; and
- supporting children's rights in all business activities and business relationships.

In case of breach or suspicion of any issue, EUROVISION will be entitled to terminate the contract.

1.4 DIVERSITY, EQUITY & INCLUSION

The Supplier is committed to diversity, equity and inclusion by creating a respectful, equitable, stimulating work environment, where creativity is encouraged, and where valuing each person's authentic self is a prerequisite for individual well-being.

The Supplier strives to create an inclusive working atmosphere, which is satisfying, stimulating and rewarding, in a safe, pleasant and non-discriminatory environment which fosters open communication and equality of access and opportunity throughout the entire organization and promote gender diversity, diversity of national backgrounds, intergenerational diversity, career diversity and the integration of people with disabilities.

Consequently, the Supplier does not tolerate any form of discrimination or exclusion concerning, among other characteristics, gender, nationality, background, race or ethnic origin, disabilities,

age or sexual orientation and any behaviour that does not respect those principles will be severely sanctioned.

1.5 HEALTH AND SAFETY

The Supplier is committed to ensuring health and safety in order to protect the health and physical and mental integrity of its employees, whether they work on its own premises or on customers' premises. The Supplier warrants that it owns the necessary authorizations and certifications required to perform services such as, but not limited to, installation, wiring, maintenance or any electrical works.

Globalization, digitization and generally more intense competition have increasingly applied strain on organizations and their employees. Stress becomes a risk to health and safety when work constraints and conditions (intensity of tasks, work hours, conflicting roles, insufficient means to meet expectations, etc.) exceed the employee's capacity, resources and ability to cope on the long-term. The Supplier is committed to preventing durably excessive work-related strain on its employees, which may lead to psychological or physical harm (burnout, cardiovascular diseases, musculoskeletal pain, dysfunctional coping mechanism such as the use of alcohol, etc.).

The Supplier also undertakes to ensure that the working environment is free from any harassment, including bullying, sexual advances, threats and acts of violence.

1.6 SPEAK-UP CULTURE

The Supplier promotes a speak-up culture where employees can express themselves freely and report any situation or behaviour in breach of the law or general human rights or ethics principles as described in this charter.

EUROVISION has set up its own whistleblowing system and any employee of the Supplier is able to report a misbehaviour on Eurovision's alert platform: <https://eurovisionservices.integrityline.io/>.

It is recommended that the Supplier provides its employees with a similar tool for raising legal or ethical issues or concerns.

1.7 SALARY AND BENEFITS

The Supplier must pay its employees at least the minimum compensation required by local law and provide all legally mandated benefits. In addition, payment for overtime at a premium rate when required by local law or at least at the same regular rate must be respected. Deduction from salaries as a disciplinary measure must not be permitted.

2. Business integrity

2.1 QUALITY AND SECURITY

The Supplier complies with all applicable quality-control standards and procedures and delivers products and services that meet customer requirements for safety, security, high quality, cost and time effectiveness, and innovative technology with a continuous improvement mindset. The Supplier develops, implements and maintains methods and processes appropriate to its products to eliminate the risk of the introduction of counterfeit parts and materials into deliverable products. Effective processes are also in place to detect counterfeit parts and materials, to provide notification to recipients of counterfeit products, and to exclude them from the deliverable products.

The Supplier shall ensure that its employees are properly and regularly trained to perform the requested tasks and hold the appropriate authorizations and certifications to do so.

2.2 ANTITRUST AND FAIR COMPETITION

The Supplier conducts its business, innovates and develops itself on a fair basis, in compliance with the principle of freedom of commerce and industry and is committed to not interfering with free competition through collusion, active or passive bribery, influence peddling or favouritism and it complies with all antitrust laws and regulations. In particular, the Supplier shall not enter into an agreement with competitors on an illegal partnership with a view to making an offer, and discussions intended to limit competition or concerning:

- applicable prices and terms of sale;
- costs of services;
- sharing of goodwill and sales territories;
- choice of business partners; and
- sales volumes, market shares and margins.

The Supplier shall not interfere with a competitor, client or supplier's business relationship through false disparagement or other means, or unlawfully block competition in dealing with clients or suppliers.

The Supplier also establishes cooperative relationships with its own suppliers and partners based on mutual good faith and fairness and transparency in the selection process and in the choice of its suppliers, as well as honesty of subsequent business transactions.

2.3 ZERO TOLERANCE FOR UNETHICAL BEHAVIOUR

The Supplier has adopted a '**zero tolerance**' policy for any kind of bribery and act of influence peddling and is committed to respect values of honesty and integrity.

The Supplier must comply with applicable anti-bribery and corruption laws and regulations. Any form of corruption, bribery, influence peddling, extortion, or embezzlement is strictly prohibited. The Supplier must never offer, attempt to offer, authorize or promise any payment or anything of value to a public official or other persons for the purpose of obtaining or retaining business or gaining an improper advantage. Likewise, the Supplier must never solicit or accept a bribe or kickback from a public official or another person. The prohibition includes offering or paying of facilitation payments to public officials to speed up or obtain routine governmental actions.

The Supplier exerts reasonable due diligence to prevent and detect corruption in all business arrangements, including partnerships, joint ventures, offset agreements, and the hiring of intermediaries such as agents, freelancers or consultants.

The Supplier also commits not finance charitable and sponsorship projects in order to obtain commercial advantages in specific projects and the projects must be conducted in order to meet a legitimate charitable or professional objective.

2.4 GIFTS AND INVITATIONS

The Supplier strictly refrains from offering, promising or granting as well as receiving any gift (including nonmonetary gifts, invitations, services, employment or any other advantage) either with the intent to influence a business relation or which could be interpreted as an attempt to exert such influence.

The Supplier must ensure that the offering or receipt of any gift or business courtesy is permitted by law and regulation, and that these exchanges do not violate the rules and standards of the recipient's organisation and are consistent with reasonable marketplace customs and practices.

The intention behind the gift should always be considered whatever the value of the gift or advantage granted or received.

An invitation or gift of limited value from or to EUROVISION may be accepted only in certain conditions:

- it is not made with the intention of influencing EUROVISION or a third party or retain business, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
- it does not include cash;
- be occasional: it shall not be recurring, even if the gifts are of limited value;

- it makes sense considering the circumstances, the timing and the reasons (ex: small Christmas gift), receiving a gift from a supplier during a tender is prohibited);
- it is given openly, not secretly;
- it is compliant with applicable legislation, particularly applicable anti-corruption and influence peddling laws;
- it cannot be considered as supporting candidates for elective office, elected officials and their families, or political parties, trade unions or religious organizations; and
- it is in line with the values and priorities in terms of ethics, integrity and corporate responsibility defined in this Charter.

Granting any gift of money or equivalent (voucher, gift-card), any trip or all-inclusive package to a EUROVISION's employee is strictly prohibited. In any case, it requires that any decision to give or accept gifts or invitations be made with the utmost care and personal conscience.

2.5 CONFLICT OF INTERESTS

A conflict of interest is a contradiction between the personal/private interests of a person and his professional or official powers, in which the personal interests can lead to non-fulfilment or improper fulfilment of his professional duties. This may be a private, professional or financial interest of the person, or a member of his/her family or relatives, which may affect the person's ability to act impartially and objectively in a professional capacity.

The Supplier avoids all conflicts of interest or situations giving the appearance of a potential conflict of interest, including in its dealings with EUROVISION.

The Supplier shall provide notification to all affected parties in the event that an actual or potential conflict of interest arises. This includes a conflict between the interests of EUROVISION and personal interests or those of close relatives, friends or associates.

2.6 TRADE COMPLIANCE AND SANCTIONS

The Supplier will operate its business in compliance with all applicable local trade-related laws as well as with other foreign trade controls and/or other trade & economic sanctions or restrictions from the Switzerland, United States of America, the European Union, and from international trade organizations (including but not limited to those of the European Union and the United Nations).

The Supplier shall also ensure that its business partners, suppliers and any third parties (such as financial institutions) respect those regulations and do not engage in any transaction with anyone listed on any sanction list and/or which does not abide the same standards.

2.7 DUE DILIGENCE

If required, the Supplier shall provide additional information to allow EUROVISION verifying the compliance of the Supplier with the laws and regulations, in particular the ones related to anticorruption and fight against bribery and money laundering and Child Labour, in the frame of due diligence checks performed by EUROVISION in accordance with its internal policies.

2.8 RESPONSIBLE SOURCING OF MINERALS

“**Conflict Minerals**” are defined as those originating from areas affected by conflict and high risk and the Supplier must comply with applicable laws and regulations regarding said Conflict Minerals.

As such, the Supplier must take adequate steps to assure that Conflict Minerals are not used in any of the products or equipment EUROVISION buys from them, such as establishing a responsible purchasing & sourcing policy and audit, reviewing its supply chain on a regular basis to ensure that there is no risk of Conflict Minerals being embedded in the product or systems they manufacture and/or sell. In particular, the Supplier must ensure that they do not, directly or indirectly, finance or provide any benefit to armed groups that are perpetrators of human rights violations.

The Supplier should exercise, as may be directed by law or regulation, due diligence on the source and chain of custody of these Conflict Minerals and therefore at a minimum require the same from their own suppliers.

3. Protection of Information

3.1 CONFIDENTIALITY

The Supplier shall properly handle sensitive information, including confidential, proprietary, and personal information. Information shall not be used for any other purpose than the one for which it was originally contemplated in the terms of its disclosure unless it is prior authorized.

The Supplier exercises care and diligence to ensure that all applicable security and information systems security requirements are met and that assets, whether tangible or intangible, are protected against theft, damage, misuse or improper disposal. In particular, information and

information systems are managed and hosted with the appropriate level of security and the Supplier ensures adequate protection against cyber threats.

3.2 INTELLECTUAL PROPERTY RIGHTS

The Supplier promotes respect of both physical and intellectual property rights. The Supplier does not infringe the intellectual property rights of EUROVISION or any third parties, such as patents, trade secrets, trademarks, copyrights and other proprietary information.

3.3 DATA PRIVACY

The Supplier always respects and protects the privacy of its employees, customers, suppliers and third parties. The Supplier complies with any applicable laws and regulations concerning how individual personal data is collected, processed and used, including where necessary the European Union (EU) General Data Protection Regulation 2016/679 (GDPR). When handling EUROVISION's employees' personal data, the Supplier takes all precautions, technical and organizational measures to preserve their confidentiality and security and in particular to prevent them from being distorted, damaged, communicated to unauthorized third parties or unduly transferred outside the EU.

3.4 ACCURATE RECORDS

The Supplier creates accurate records and does not alter any record entry to conceal or misrepresent an underlying transaction. All records, regardless of format, made or received as evidence of a business transaction, fully and accurately represent the transaction or event being documented. Records are retained based on the applicable retention requirements.

The Supplier implements accounting procedures aimed at guaranteeing the regularity, sincerity and accuracy of financial and accounting information which contribute to prevent the risk of corruption and influence peddling.

All business transactions are properly accounted for and reported. All financial transactions are accurate, correct and with a sufficient level of detail reflected in the accounting of the Supplier.

Misrepresentation or falsification of the financial statements is strictly prohibited and is regarded as fraud.

Tax evasion is an illegal activity in which a person or entity deliberately avoids paying a true tax liability. The Supplier must not commit any acts intended to result in tax evasion by EUROVISION and must not facilitate tax evasion by third parties.

Suppliers will provide reasonable records to EUROVISION upon request with prior notice and authorize EUROVISION, as well as external auditors or counsels, to perform audits to verify their compliance with this Charter at any time.

4. Sustainability

4.1 RESPONSIBLE BUSINESS STANDARDS

The Supplier is committed to integrating the Ethics and Corporate Social Responsibility principles in its strategy in order to foster sustainable growth and be a trusted partner for all stakeholders. The Supplier commits to developing processes and policies that foster Ethics and Corporate Social Responsibility in its corporate business practices and in its relations with all stakeholders.

4.2 ENVIRONMENTAL IMPACT

The Supplier will comply with all national legislation regarding protection of the environment and will promote best practices through environmental innovations and shall seek to prioritize products:

- that meet ecological criteria: local, labelled, natural alternatives that reduce hazards, etc.; and
- that generate less waste (returnable packaging, without superfluous outer wrapping, etc.) when possible, the Supplier shall seek to extend the lifecycle of products and the recycling and recovery of waste (circular economy); and
- whose manufacture or use do not contribute to the depletion of rare natural resources;
- products for which the Supplier adopts sustainable procedures; and
- economy of functionality, such as renting rather than owning (e.g. using a shared vehicle rather than purchasing a company car); and
- selection of short-circuits suppliers or subcontractors and when possible, the Supplier shall promote local initiatives for fair development of communities and territories, to benefit the areas in physical proximity to its sites or areas of impact.; and
- development of local employment or use of the social economy (sheltered workshops, integration, etc.); and
- reduction of the energy consumption, the production of waste and greenhouse gas emissions in their manufacturing processes, as well as across the whole of the lifecycle of their products.

5. Commitment and accountability

5.1 CORPORATE RESPONSIBILITY

The Supplier is committed to conducting its business in a highly responsible way, in compliance with applicable international, national and local laws and regulations, contractual agreement and internationally recognized standards. Additionally, the Supplier recognizes its responsibility to abide by the principles set out in this Charter and to comply with all its provisions and to cascade them to all its employees.

The Supplier recognizes the importance of contributing positively to society by (i) supporting community development projects and initiatives; and (ii) engaging in philanthropic activities and charitable donations; and (iii) promoting education, health, and well-being within the communities we operate.

EUROVISION relies on the Supplier to ensure that the provisions defined in this Charter are also observed by its own suppliers and subcontractors and further down its supply chain. To this end, EUROVISION encourages the Supplier to implement its own written policies and shall regularly review and update its policies and practices.

5.2 CONTINUOUS IMPROVEMENT

The Supplier acknowledges that reaching the standards established in this Charter is a dynamic process and commits to continuously improving its operations and to continuously reviewing and updating its policies and procedures to be compliant with this Charter.

In the event that the expectations of this Charter are not met, the business relationship may be reviewed, and corrective action pursued subject to the terms of the related procurement contract(s), and either suspend or terminate immediately the business relationship without prejudice to any other remedies that EUROVISION would be entitled to pursuant to legal or contractual provisions.

By signing this Charter, the Supplier hereby represents and warrants that it complies with all requirements set out in it.

In case of litigation, the applicable law shall be the law of the EUROVISION 's contracting entity with the Supplier.

Date	
Version	1.1
Owners	EUROVISION SERVICES S.A
Eurovision Contact person	
<p>The signature of this Supplier Ethics Charter is mandatory for any Supplier which answers to an RFQ/ RFP of EUROVISION and is a pre-requisite to any Supplier wishing to enter into a contractual agreement with EUROVISION.</p> <p>Should any change occur as from the signature date or should the Supplier notice or suspect any breach of regulations, laws or of this Supplier Ethics Charter, the Supplier must immediately notify Eurovision contact person.</p>	<p>Company Name: Authorized signatories Name: Title: Signature:</p>