

# **Network18 Business Partner Code of Conduct (BPCoC)**

## **1. PURPOSE**

At Network18, our Business Partners are critical stakeholders in our success and we are committed to strengthening our relationship with them.

**Network18 Group** (which includes its subsidiaries and affiliates and joint ventures) gains its competitive advantages through strong performance by leveraging its competencies - reliability, quality and flawless execution in a timely and safe manner. We work with business partners who share these beliefs.

Network18's **Business Partner Code of Conduct ("BPCoC")** articulates our expectations from our Business Partners with respect to ethical, compliant and safe conduct of business throughout the course of our business relationship.

Network18 values Business Partners who join us in pursuing these common goals and adopt practices that are consistent with BPCoC.

## **2. SCOPE**

BPCoC applies to all current and potential Business Partners of **Network18 Group** including, but not limited to, customers, suppliers (of services and products), landlords / lessors, intermediaries, consultants, agents, representatives and distributors.

## **3. INTEGRITY AND COMPLIANCE WITH LAWS**

### **3.1 Business Integrity**

We expect our Business Partners:

- a. To not tolerate, permit, or engage in bribery, corruption, embezzlement, extortion, kickbacks, inducements or any other unethical practices.
- b. To not offer any money or anything of value directly and/or indirectly to the employees of Network18 or persons representing Network18 in any way.
- c. To never get involved in money laundering activities in any way.
- d. To follow fair competition practices to earn our business and not indulge in any anti-competitive or unfair/restrictive trade practices, in any form.

### **3.2 Conflict of Interest**

We expect our Business Partners:

- a. To be aware of the many different ways in which conflicts of interest can occur.
- b. To avoid any situation that may involve a conflict or appearance of conflict between Business Partner's personal interest and the interests of Network18.
- c. To disclose any actual or apparent conflicts of interest including but not limited to relationships or association with any existing / past employees of Network18 or their immediate family members.

### **3.3 Confidentiality and Protection of Network18 Property**

We expect our Business Partners:

- a. To use any Network18 assets, including any equipment, materials, IT assets, for defined purposes only.
- b. To comply with obligations of non-infringement, restricted use, secrecy and transfer of Network18's confidential information and intellectual property as per the applicable agreements with Network18.
- c. To promptly report any security breaches or incidents that is likely to affect any Network18 provided information.
- d. To strictly adhere to "No disclosure agreement (NDA)" wherever applicable.

### **3.4 Data Protection and Privacy**

We expect our Business Partners:

- a. To comply with all laws in all such jurisdictions as enjoined by their operations relating to collection, processing and transfer of personal and personally identifiable information.
- b. To implement information security systems and report any incidents of violation or disclosure of confidential or personal data.
- c. To handle and process data only for the purpose(s) as mentioned in the contractual agreement with Network18.
- d. To strictly avoid usage of unapproved messaging platforms for business communication involving any commercial transactions.

### **3.5 Social Media**

We expect our Business Partners:

- a. To ensure that posts on social media (including by their employees) are in a compliant and responsible manner.
- b. To not post confidential or proprietary information of Network18 in public domain.
- c. To not post derogatory, defamatory, inflammatory, disrespectful, obscene, threatening, abusive or malicious content about Network18.

### **3.6 Ethical Sourcing of Materials**

We expect our Business Partners:

- a. To use reasonable diligence with respect to sourcing of materials to execute Network18 order.
- b. To ensure that such sourcing neither promotes/supports counterfeiting nor benefits private or other groups that perpetrate human rights abuses and create violent conflict.
- c. To take Network18's prior consent in case any of the work of Network18 needs sub-contracting or out-sourcing.

## 4. LABOUR PRACTICES

### 4.1 Employment

We expect our Business Partners:

- a. To not employ child labour.
- b. To not employ people against their own free will (forced labour).
- c. To provide a workplace that is free from harassment, intimidation as well as any form of sexual harassment.
- d. To prevent discrimination in hiring and employment practices against any employee based on race, color, caste, age, gender, sexual orientation, ethnicity, disability, etc.
- e. To comply with all applicable laws and regulations on wages, working hours and labour conditions - including laws pertaining to slavery and human trafficking.

## 5. HEALTH, SAFETY AND ENVIRONMENT

### 5.1 Occupational Health and Safety

We expect our Business Partners:

- a. To provide a healthy and safe working environment for their employees, contractors, partners and others who may be affected by their activities.
- b. To ensure compliance with and communication of all applicable health and safety standards and obligations.
- c. To ensure that all safety related preventive systems are in operational preparedness at all times through appropriate drills, audits, etc.

### 5.2 Environmental Stewardship

We expect our Business Partners:

- a. To uphold the core values of environmental protection and conservation and conduct business in an environmentally sensitive way.
- b. To operate in a manner such that any environmental impact of their designs, products, services, manufacturing processes, emissions and waste is minimized.
- c. To encourage adoption of sustainable solutions where possible.
- d. To comply with relevant environmental legislation and international conventions and standards.

## 6. COMPLIANCE

### 6.1 Communication and Awareness

We expect our Business Partners:

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- a. To clearly communicate the requirements of this BPCoC and how it translates into business practices and operations to all its employees & its business partners.
- b. To internalize and institutionalize the standards of business practices and operations as set forth in this BPCoC.

## **6.2 Certification**

We expect our Business Partners To have an authorised representative to certify that he/she has read the BPCoC and commits the Business Partner to these standards.

## **6.3 Disclosures and Reporting Violations**

We expect our Business Partners:

- a. To promptly disclose to Network18 any actual or suspected incidents of violations of this Code, whether by any of its own or Network18's employees, in good faith, and on a confidential basis, to Ethics & Compliance Task Force at [bp.coc@nw18.com](mailto:bp.coc@nw18.com)
- b. To cooperate with and provide assistance to Network18 in conducting inquiries, investigations into any past or current incidents or activities that could potentially be in violation of this BPCoC.

## **6.4 Implications for Non-Compliance**

Failure to comply with the standards set forth in this BPCoC or non-implementation of any corrective measures will entitle Network18 to:

- a. Notify appropriate authorities or regulators, and/ or
- b. Suspend and/or terminate the agreement executed with the Business Partner with immediate effect, and/ or
- c. Take suitable action including legal actions at the sole discretion of Network18.

