



# CORUS SUPPLIER CODE OF CONDUCT

## INTRODUCTION

Corus Entertainment Inc. (referred to as “Corus”, “us” or “we”) is a driving force in the media industry with a diverse portfolio of strong brands that entertain and inform audiences through great storytelling and compelling content, reaching millions of people around the world every day. We are guided by our core values and recognize that we have a unique opportunity to effect long-term positive change in the communities we serve.

We believe that working with ethical suppliers is essential to our success. Our suppliers are key players in our business and industry, and our relationships must be built on trust and integrity, and with a shared responsibility towards the sustainability of our communities and the planet. We believe that working together we can achieve mutually beneficial outcomes. By setting clear expectations for our suppliers that align with our own goals and core values relating to sustainability and social and environmental responsibility, we also aim to mitigate legal, financial, and reputational risks both for Corus and across our supply chain.

## APPLICATION

This Supplier Code of Conduct (the “Supplier Code”) sets out standards of conduct that we expect from Corus’ Suppliers when doing business with us or on our behalf. It supplements Corus’ Code of Business Conduct, which applies to Corus’ employees, directors and independent contractors.

## DEFINITIONS

“**Supplier**” as used in this Supplier Code refers to any organization (and their affiliates, employees, agents and contractors) that provide us with, or partner with us to deliver, products/goods or services, including without limitation, suppliers of audio-visual content<sup>1</sup>; intellectual property rights, software, hardware and capital assets, and legal and consultancy services.

“**Child Labour**” refers to labour or services provided or offered to persons under the age of 18 years in Canada under circumstances that are contrary to the laws of Canada, and/or are provided or offered employment outside Canada under circumstances that are mentally, physically, socially or morally dangerous to the child; or interfere with their schooling by depriving them of the opportunity to attend school, obliges them to leave school prematurely or requires them to attempt to combine school attendance with excessively long and heavy work or constitute the worst forms of child labour as defined in article 3 of the Worst Forms of Child Labour Convention 1999.

“**Forced labour**” means labour or service provided by a person under circumstances that could reasonably be expected to cause the person to believe their safety, or the safety of a person known to them would be threatened if they failed to provide or offer the labour or service or constitute forced or compulsory labour as defined in article 2 of the Forced Labour Convention 1930.

## KEY PRINCIPLES AND EXPECTATIONS

### A. BUSINESS INTEGRITY

We are committed to fair dealing, honesty, and integrity in all aspects of our business conduct, and compliance with all applicable laws including those designed to prevent bribery and corruption in our business dealings.

#### **COMPLIANCE WITH LEGAL AND ETHICAL STANDARDS**

We expect our Suppliers to act ethically with high standards of integrity, and to conduct business in compliance with any laws and regulations applicable to them wherever they operate. These include applicable securities, intellectual property, privacy, information security laws and regulations, as well as audit and accounting rules and financial reporting obligations.

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<sup>1</sup> Audio visual does not include advertising clients or agencies for which we supply advertising services

## **ANTI-BRIBERY AND ANTI-CORRUPTION**

Suppliers should have policies and practices that prohibit bribery or corruption of any kind (including facilitation payments to local or foreign government officials) and provide clear guidance to their affiliates, employees and contractors regarding prohibited dealings with sanctioned entities and how to avoid conflicts of interest situations in their business dealings. We do not tolerate improper dealings with sanctioned parties, bribery or any other form of corruption. Corus will not knowingly do business with others who do not ascribe to this same zero-tolerance approach.

## **B. CREATING SAFE AND HEALTHY WORKPLACES**

We expect Suppliers to uphold, as a matter of normal business practice, the human rights of workers, and treat them with dignity and respect in accordance with internationally accepted laws and standards applicable to working conditions, including core conventions of the International Labour Organization ("ILO"). We encourage suppliers to adopt policies that support the United Nations Guiding Principles on Business and Human Rights. Suppliers must comply with applicable employment standards, labour and non-discrimination and human rights legislation. This includes standards or laws with respect to working hours, wages and benefits and the well-being, health and safety of employees.

### **LABOUR STANDARDS**

We expect Suppliers to uphold, as a matter of normal business practice, the human rights of workers, and treat them with dignity and respect in accordance with internationally accepted laws and standards applicable to working conditions, including core conventions of the International Labour Organization ("ILO") and the United Nations Guiding Principles on Business and Human Rights. Suppliers must comply with applicable local employment standards, labour and non-discrimination and human rights legislation. This includes standards with respect to working hours, wages and benefits of employees and the well-being and health and safety of employees.

### **HEALTH AND SAFETY**

We expect Suppliers to provide a safe and healthy working environment for employees, meet occupational health and safety standards, and take all practicable and reasonable steps to prevent workplace fatalities, injuries, and disease.

### **NO HARASSMENT, DISCRIMINATION OR VIOLENCE**

We expect our Suppliers to implement policies and processes that maintain a respectful workplace free from harassment, discrimination, and violence. We expect our Suppliers to have a process or grievance mechanism through which people can raise workplace concerns without fear of retaliation.

### **FORCED LABOUR**

We expect Suppliers to take steps to address the risks of forced labour, also referred to as modern slavery, in their operations and supply chains, and to have policies and processes in place that help ensure they do not engage in or condone slavery, forced, bonded, human trafficking, indentured or involuntary prison labour. We will not knowingly work with Suppliers who engage in such practices.

### **CHILD LABOUR**

Suppliers should prohibit child labour in any stage of manufacturing or production. In our industry, children may work as performers in audio-visual entertainment, including commercials. We expect our industry partners to protect child performers in accordance with applicable legislation, regulations and to adhere to child performer guidelines. This includes respecting a child's right to say no and to ensuring there is an attending parent or chaperone for children under the age of 16. We will not knowingly work with Suppliers who engage in such practices.

## **C. DIVERSITY, EQUITY AND INCLUSION**

We are committed to creating an inclusive, diverse and equitable workplace where we value and actively involve the full range of what makes our employees unique. We work to consciously address bias and remove barriers, and to build an environment that celebrates diversity in all its many forms and a culture where we stand up for each other so that our people are empowered to do their best work and thrive.

We expect our Suppliers to similarly embrace the benefits of and commitment to a diverse workforce to drive innovation and commercial success. We may ask Suppliers to provide us with diversity data to support our reporting.



## **D. ENVIRONMENTAL RESPONSIBILITY AND CLIMATE CHANGE**

Corus values responsible environmental practices across several of our productions, processes and facilities, including the measurement and reduction of our greenhouse gas emissions.

We strive to engage with Suppliers that also drive or have the greatest potential to influence our sustainability performance and can support us in delivering our environmental commitments, including but not limited to minimizing the use of resources, measuring and reducing carbon emissions and waste diversions. Suppliers should notify Corus immediately if there is any violation of an environmental regulation or environmental event with significant adverse impacts to people and/or the environment.

Suppliers may be asked to provide Scope 1 and 2 GHG emission data to support our reporting.

## **E. INFORMATION SECURITY AND PRIVACY**

We recognize, and want our Suppliers to recognize, the importance of ensuring the security of intellectual property, systems and data assets as businesses are built and evolve to meet the changing needs of audiences and partners.

### **CYBERSECURITY**

We expect our Suppliers to adhere to Corus' security protocols and procedures and comply with any necessary data security or cybersecurity measures that Corus implements. If any Corus-owned information is accessed, received or processed by a Supplier on behalf of Corus, that information must be adequately protected at all times, both within its organization and in those of its suppliers or subcontractors, where applicable.

### **PRIVACY AND PERSONAL INFORMATION**

Suppliers are expected to maintain compliance with applicable privacy and data protection legislation. Suppliers must agree to promptly notify Corus of any cyber incident or potential data breach that could impact Corus information, data assets, systems and operations, or where any personal information may have been exposed to unauthorized parties or compromised in any way. In such situations, the affected Supplier will be asked to provide a detailed written report regarding the breach to Corus and work with us to mitigate any risks related to such breach.

## **WORKING TOGETHER**

### **COMPLIANCE**

We expect our Suppliers to demonstrate commitment to the principles set out in this Supplier Code in a manner that is appropriate and proportional to the nature and scale of their activities, the goods that they supply and the services that they perform. We recognize that Suppliers operate in different legal and cultural environments. The standards set forth in this Supplier Code operate as a benchmark for acceptable conduct when working with Corus.

Where applicable local laws impose less restrictive obligations on a Supplier, we expect the Supplier to adhere to the standards of this Supplier Code. Nothing in this Supplier Code is meant to supersede any specific provision in a particular contract between Corus and a Supplier, and to the extent any inconsistency exists between this Supplier Code and any other provision of a particular contract, the other provision will control.

The contents of this Supplier Code are additional to, and do not in any way affect or prejudice any of Corus' rights and remedies under, any relevant contracts with each Supplier. In the event of any non-compliance to the requirements of this Supplier Code or breach of contract, Corus reserves its rights and retains the sole discretion to exercise any rights under this Supplier Code, any relevant contract and/or local laws and regulations.

### **REPORTING A BREACH**

Anyone who believes that a Supplier has engaged in illegal, unethical or otherwise improper conduct, or conducted any other activity in violation of this Supplier Code should report such conduct using one of the following avenues. Corus strongly encourages anyone witnessing such practices to speak up.

Corus employees who wish to report a breach can send an email to [sustainability@corusent.com](mailto:sustainability@corusent.com) if they are comfortable doing so. Anyone, whether a Corus employee or otherwise, may also report a breach of this Supplier Code in accordance with Corus' [Raising Concerns Policy](#).



**NO RETALIATION**

Corus prohibits retaliation of any kind by a Supplier against any person who reports a concern under this Supplier Code in good faith, or participates in an investigation or legal proceeding related to a violation by the Supplier (e.g. testifying in court; providing evidence to an investigator). Retaliation includes, without limitation, discharge, demotion, suspension, threats, harassment, or any other form of discrimination of or against individuals who raise or help to raise a concern under this Supplier Code in good faith.

**OWNERSHIP, BREACHES AND EXCEPTIONS**

This Supplier Code will be approved by Corus' Executive Leadership Team at least every two (2) years. This Supplier Code will be maintained and updated by the Legal, Regulatory and Governance team in consultation with the Risk & Compliance team. The Executive Vice President and General Counsel and the Executive Vice President and Chief Financial Officer are the executive sponsors; any changes to this Supplier Code must be approved by them and they are authorized by the Board to make changes which do not materially alter, changes, or take away from the obligations set out under this Supplier Code from time to time, including to align to applicable law and regulations or to another properly-approved Corus policy.

There is no intention to provide exceptions to this Supplier Code, but should this arise, the prior approval of the Executive Vice President and General Counsel is required in all circumstances.

If you believe there has been a breach of this Supplier Code, please follow the process described in the "Reporting a Breach" section above.

If you have any general questions concerning the Supplier Code, please contact Corus' Head of Environment and Sustainability, Governance at [sustainability@corusent.com](mailto:sustainability@corusent.com).

**INTERNAL ONLY: VERSION CONTROL HISTORY**

Revision Date	Prepared/Reviewed By	Approved By	Comments/Location
November 21, 2022 (date created)	Sara Chan	Jennifer Lee, EVP & General Counsel	Policies (Corus Central), v1.0 Corusent.com, v1.0

