

APPROVED:  
By Order of the Managing Director  
No 2P-81 of 28 October 2020

## LIETUVOS RADIJO IR TELEVIZIJOS CENTRAS AB

### CODE OF CONDUCT FOR PARTNERS

#### SECTION I GENERAL PROVISIONS

1. This Code of Conduct for Partners (the 'Code of Conduct') adopted by Lietuvos radijo ir televizijos centras AB (the 'Company') outlines the general requirements and principles for the conduct of partners of the Company to encourage the partners to act in accordance with the universally accepted standards of transparent behaviour. The Code of Conduct applies to all partners of the Company.

2. The Company adheres to the principle of lawfulness in all areas of its activities. Adherence to the principle of lawfulness includes the unhindered exercise of human rights and freedoms, fair payment of taxes, compliance with competition and antitrust laws, zero-tolerance towards corruption and other crimes and offences, compliance with environmental protection regulations, obtaining all permits and performing all procedures required for the Company's activities etc.

3. Leading by own example, the Company expects that its partners will:

3.1. act lawfully and in good faith (e. g. fully comply with the human rights, anti-corruption, privacy protection, competition, environmental protection and other laws and regulations);

3.2. act transparently and assume responsibility for one's actions;

3.3. seek and make every effort to apply the requirements and principles set forth in this Code of Conduct to all partners, suppliers and subcontractors of the Company's partners;

3.4. proactively promote the adherence to the principles of transparency, legality and responsible conduct.

4. Provisions of this Code of Conduct are in line with the provisions of the Code of Conduct for Employees of the Company.

5. Terms and definitions:

5.1. **Corruption Prevention Officer** – the employee of the Company in charge of prevention of corruption;

5.2. **Gift** – financial benefits (cash, cheques, vouchers etc.) or other personal benefits (hospitality gifts, services, promises, privileges, discounts, gifts for consumption etc.) that are not owned by the employee and which give him/her a pecuniary or non-pecuniary advantage. This also includes benefits received by third parties, e. g. family members, friends etc.;

5.3. **Persons representing the Company** – consultants, members of collegiate bodies, members of consultative bodies, members of committees etc.;

5.4. **Product** – the output of the Company's business process and/or the employee's work, i. e. goods, services, information products (e. g. ideas, texts, know-how);

5.5. **International protocol and/or traditions** – the entirety of universally adopted rules and traditions that form the basis of the Company's collaboration with foreign entities;

5.6. **Partner** – a natural person, a legal person or another entity that supplies products to the Company as well as partners, suppliers and subcontractors of the Company's partner;

5.7. **Conflict mineral** - the minerals extracted in conflict zones and delivered to Western markets either legally or semi-legally, or transported to the Asian markets from which the West is supplied with finished products;

5.8. Other terms used in this Code of Conduct are interpreted in accordance with definitions provided in the Republic of Lithuania Law on Prevention of Corruption and the Republic of Lithuania Law on Coordination of Public and Private Interests.

## SECTION II CORPORATE RESPONSIBILITY

6. Requirements set for the Company's partners:
  - 6.1. respect for the internationally recognised human rights and freedoms in the partner's activities; active contribution to the protection and exercise of such rights;
  - 6.2. strict prohibition on child labour; the partner must comply with the statutory prohibition on the use of child labour, with zero tolerance towards forced labour in any form;
  - 6.3. respecting and promoting the diversity in society including languages, cultures and ways of life, with zero tolerance towards any discrimination, in particular on the basis of origin, religion, sexual orientation, ethnicity, nationality, political views, age, family or social status, gender, disability etc.;
  - 6.4. compliance with the law in terms of freedom of assembly and formation of interest groups;
  - 6.5. in cooperation with the partner's employees, safe working environment, product safety and employee qualifications and knowledge in this field, and arrangement for ongoing and preventive health and safety measures in order to ensure safe and healthy conditions at work and protect the employees from threats to their health and life;
  - 6.6. compliance with applicable environmental standards and commitment to adhere to the principles of sustainability, social responsibility and efficiency;
  - 6.7. compliance with the laws governing employment relationships, agreements between employers and employees, and fair pay for work;
  - 6.8. compliance with the personal data protection legislation; respect for privacy of their employees, clients and partners; ensuring that appropriate technical and organisational measures are in place to protect personal data including protection from accidental or unlawful destruction, loss, modification and unauthorised disclosure of personal data and unauthorised access thereto;
  - 6.9. ensuring protection of the Company's confidential information and intellectual property. On termination of the business relationship, the partner must continue to safeguard and not disclose confidential information that has become known to them in the process of collaboration with the Company except in cases where a specific time limit for the protection of confidential information is set in an agreement or otherwise;
  - 6.10. use of licensed software only, having regard to the limits of the rights and licenses granted to the partner.

### **SECTION III PREVENTION OF CORRUPTION**

7. The Company obliges its partners to commit to zero tolerance towards corruption or other activities in bad faith in mutual relations as well as in relations with the partner's clients, partners, Lithuanian and foreign institutions and other organisations and persons.

8. For the purposes of ensuring zero tolerance towards and non-contribution to unfair practices, organisations that participate in tendering procedures in the capacity of a supplier/subcontractor should check whether works and services provided on a subcontract basis are in line with the customer's order and expectations and refrain from participation in transactions that potentially create conditions for improper performance of contracts and unjustified savings by the contractor as a counterparty. In all such cases, the organisation should report potential violations of the contract to the contracting authority and/or competent institutions.

9. Remuneration to employees of the Company's partners must be proportional to the goods supplied and services provided. Pay to employees cannot be used for obtaining or providing concealed unjustified benefits.

10. The partners must avoid conflicts of public and private interests that may give rise to corruption risks. The partners must always inform the Company about any potential conflict of this type in relation to the products supplied to the Company.

11. In the process of collaboration with the Company, the partners must ensure that their employees do not tolerate and accept any gifts if a gift is more expensive than usual business gifts and is aimed at gaining favourable treatment by the partner's employees and influencing decisions taken by the employees.

12. The partners must ensure that their employees do not give or offer any gifts the aim of which is to gain unfair advantage or bias of the receiver's decisions with respect to the partner.

13. The partners may accept and give gifts according to an international protocol and/or traditions and promotional gifts if this is not forbidden under applicable laws, and the gift is appropriate in terms of maintaining of a business relationship.

14. The partners are prohibited from giving any gifts to political parties and representatives thereof as well as candidates for political positions.

15. The partners must comply with the laws on the provision of sponsorship and/or charity. Sponsorship and charity may not be used for any concealed promotion of interests. Sponsorship and charity are provided according to the principles of transparency, impartiality, purposefulness, publicity and social responsibility.

### **SECTION IV FAIR COMPETITION**

16. The partners must comply with the competition law and not enter into any arrangements that could influence prices, contractual terms and conditions, operating strategies, or (non)participation in tendering procedures.

17. The partners must carefully select suppliers hired for the performance of agreements concluded with the Company. The partners make every reasonable effort to inform their partners about the rules laid down in this Code of Conduct or similar rules of their own, and ensure that their partners commit themselves to such rules.

18. The partners must comply with the laws and regulations governing import, export and transit of goods and services.

19. The partners must have all necessary measures in place to prevent money laundering and tax fraud within the area of their operation.

20. The partners must have all necessary measures in place to prevent terrorist and armed groups financing either directly or indirectly and comply with the applicable legal requirements in relation to the conflict minerals.

## **V SKYRIUS COMPLIANCE WITH THE CODE OF CONDUCT**

21. The Company will make reasonable efforts to ensure that its partners familiarise themselves with this Code of Conduct.

22. In the process of collaboration with the Company, the partners are obliged to inform the Company about potential violations and unethical/unfair conduct that could affect the Company's reputation and/or cause damage to the Company.

23. The partners must ensure zero tolerance towards any action that could lead to negative consequences for employees who report violations. The partners must guarantee safety of whistle-blowers.

24. In the event of violation of the Code of Conduct by the partner, they will be granted an opportunity (if they agree) to take corrective action within a reasonable time limit (except in the case of commission of a crime or a serious offence).

25. The Company reserves the right to impose sanctions on the partners in the event of commission of criminal acts according to a procedure prescribed by the law and/or in the case of the partner's failure to take action to rectify the violation within set time limit. This may result in termination or suspension of the business relationship in full or in part, termination of agreements/contracts, or a claim for damages.

26. The Company reserves the right to check whether the partners and their suppliers and subcontractors comply with the Code of Conduct. In such cases the Company agrees with the scope and timing of the check with the partner as well as on the data and information to be provided.

27. Should any questions over implementation of the Code of Conduct arise, the partner may apply to the Corruption Prevention Officer of the Company for explanations.

## **SECTION VI FINAL PROVISIONS**

28. This Code of Conduct is subject to updating and supplementing in the event of changes in the Company's operating environment (political, social, legal, economic conditions) on the basis of new experience.

29. Provisions of this Code of Conduct apply to the extent that the relevant legal relationship is not governed by the Lithuanian laws and other legal acts.

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