



Supplier Code of Conduct

“Supplier” here means any business, company, corporation, person or other entity that provides, sells, or seeks to sell, any kind of goods or services to Music Broadcast Limited (“MBL”), including the Supplier's employees, agents and other representatives.

Products and Services –

The Supplier shall be committed to supplying products and services of high quality that meet all applicable standards. The products and services offered shall comply with applicable laws, including product packaging, labelling and after-sales service obligations. The Supplier shall market its products and services on their own merits and not make unfair or misleading statements about the products and services of competitors.

Regulatory compliance –

The Supplier shall comply with all applicable laws and regulations, both in letter and in spirit, in all the territories in which it operates.

Bribery and Corruption –

The Supplier shall not engage in any form of bribery or corruption.

Child labor –

The Supplier shall not employ children.

Forced labor –

The Supplier shall not use forced or slave labor of any type (e.g. bonded, indentured, prison, or involuntary labor).

Health and Safety –

The Supplier shall strive to provide a safe, healthy, and clean working environment for its employees.

Environment –

The Supplier shall strive for environmental sustainability, particularly with regard to the emission of greenhouse gases, consumption of water and energy, and the management of waste and hazardous materials. The Supplier shall endeavor to offset the effect of climate change in its activities.

Indemnity--

The Supplier agrees to indemnify, defend, and hold harmless MBL, its affiliates, officers, directors, employees, agents, and customers from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- Any breach by the Supplier of this Code of Conduct;

- Any violation of applicable laws, rules, or regulations by the Supplier or its subcontractors;
- Any injury (including death) or damage to persons or property resulting from the Supplier's acts or omissions;
- Any claim that the goods or services provided infringe the Intellectual Property Rights (IPR) of any third party.
- Any breach of the representations and warranties between the Supplier and MBL.
- This indemnification obligation shall survive the termination or expiration of the business relationship between the Supplier and MBL.

Third party representation –

The Supplier shall not be authorized to represent MBL or to use the MBL brand without the written permission of MBL. Authorized representatives of MBL are expected to abide by the Code of Conduct in their interaction with, and on behalf of MBL, including the confidentiality of information shared with them.

Conflict of interest –

The Supplier shall not enter into a financial or any other relationship with a MBL employee that creates any actual or potential conflict of interest for MBL. The Supplier understands that a conflict of interest arises when the material personal interests of the MBL employee are inconsistent with the responsibilities of his/her position with the company. All such conflicts must be disclosed and corrected. Even the appearance of a conflict of interest can be damaging to MBL and to the Supplier and are to be disclosed and approved in advance by MBL management.

Protecting company assets –

The assets of MBL shall not be misused; they shall be employed primarily and judiciously for the purpose of conducting the business for which they are duly authorized. These include tangible assets such as equipment and machinery, systems, facilities, materials and resources, as well as intangible assets such as proprietary information, intellectual property, and relationships with value-chain partners of MBL.

Securities transactions and confidential information –

The Supplier is aware that MBL is a listed Company and its shares are traded regularly in Stock Exchanges i.e. BSE and NSE. Further, if the Supplier becomes aware of material, Unpublished Price Sensitive Information ("UPSI"), relating to MBL or its business, it shall not trade (buy/ sell) in the MBL securities directly or indirectly or engage in any other action to take advantage of that information, including passing that information on to others. In addition, if the Supplier becomes aware of material, UPSI about any other company, including MBL customers, suppliers, vendors or other business partners, that is obtained by virtue of the Supplier's interaction with MBL, then the Supplier shall not trade in that company's securities or engage in any other action to take advantage of that information, including passing that information on to others.

Monitoring –

The Supplier shall maintain adequate documentation to demonstrate compliance with the principles of this code and allow access to MBL to check compliance upon request with reasonable notice.

Reporting violations –

The Supplier shall notify MBL regarding any known or suspected improper behavior by the Supplier relating to its dealings with MBL, or any known or suspected improper behavior by MBL employees by email to: Mr. Prashant Domadia, CFO and Vigilance Officer at prashantd@myradiocity.com

Reported violations will be treated confidentially without retaliation

Examples of Potential Conflicts of Interest –

A conflict of interest, actual or potential, arises where, directly or indirectly, an employee -

- (a) engages in a business, activity or relationship with anyone who is party to a transaction with our company
- (b) is in a position to derive an improper benefit, personally or for any family member or for any person in a close personal relationship, by making or influencing decisions relating to any transaction
- (c) conducts business on behalf of our company or is in a position to influence a decision with regard to our company's business with a supplier or customer where a relative of, or a person in close personal relationship with, an employee or executive director is a principal officer or representative, resulting in a personal benefit or a benefit to the relative
- (d) is in a position to influence decisions with regard to award of benefits such as increase in salary or other remuneration, posting, promotion or recruitment of a relative or a person in close personal relationship employed in our company or any of our group companies
- (e) undertakes an activity by which the interest of our company or our group companies can be compromised or defeated or
- (f) does anything by which an independent judgement of our company's or our group companies' best interest cannot be exercised.

MBL reserves the sole right to refuse/cancel/edit any specifications/orders/contracts to suppliers without giving any information/notice.