

Nielsen Supplier Code of Conduct

Version 3.0 (2023)

Nielsen is committed to the highest standards of integrity and responsibility. We require third parties we do business with to achieve similarly high standards. This Supplier Code of Conduct (Code) sets out the general requirements applicable to any supplier who provides goods or services to Nielsen. The terms of a specific contract between Supplier and Nielsen may contain additional provisions addressing some of these same subjects. Nothing in this Code is meant to supersede any more specific provision in a particular contract, and to the extent there is any inconsistency between this Code and any provision of a particular contract, the contract provisions control. This Code is not meant to supersede any law. Suppliers shall comply with all applicable laws and regulations in every jurisdiction where they operate.

In alignment with the [Code of Conduct of the Responsible Business Alliance](#) and the [UN Guiding Principles on Business and Human Rights](#), the provisions in this Code are derived from key international human rights standards including the [ILO Declaration on Fundamental Principles and Rights at Work](#) and the [UN Universal Declaration of Human Rights](#).

The Code is made up of six sections: Labor, Health and Safety, Environment, Ethics and Integrity, Management Systems, and Changes to the Code.

A. LABOR

Suppliers are committed to uphold the human rights of workers, and to treat them with dignity and respect as understood by the international community. This applies to all workers, including temporary, migrant, student, contract, direct employees, and any other type of worker.

The labor standards are:

1) **Freely Chosen Employment** - Forced, bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labor, slavery or trafficking of persons shall not be used. This includes transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services.

- There shall be no unreasonable restrictions on workers' freedom of movement in the facility or on entering and exiting company-provided facilities, including workers' dormitories or living quarters.
- As part of the hiring process, workers must be provided with a written employment agreement in their native language that contains a description of the terms of their employment. Foreign migrant workers must receive the employment agreement prior to the worker departing from their country of

origin and there shall be no substitution or change(s) allowed in the employment agreement upon arrival in the receiving country unless these changes meet local law requirements and provide equal or better terms. All work must be voluntary and workers shall be free to leave work at any time or terminate their employment without penalty if reasonable notice is given per the worker's contract.

- Employers, agents and sub-agents may not hold or otherwise destroy, conceal, confiscate or deny access by employees to their identity or immigration documents, such as government-issued identification, passports or work permits. Employers can only hold documentation if such holdings are required by law. In this case, at no time should workers be denied access to their documents.
- Workers shall not be required to pay employers', agents' or subagents' recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.

2) **Young Workers** - Child labor shall not be used in any stage of the supply chain. The term "child" refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. Suppliers shall implement an appropriate mechanism to verify the age of workers. The use of legitimate workplace learning programs, which comply with all laws and regulations, is supported. Workers under the age of 18 (Young Workers) shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Suppliers shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with applicable law and regulations. Suppliers shall provide appropriate support and training to all student workers. In the absence of relevant local law, the wage rate for student workers, interns and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks. If child labor is identified, immediate remediation is required in accordance with best practice international standards and remediation processes.

3) **Working Hours** - Studies of business practices clearly link worker strain to reduced productivity, increased turnover, and increased injury and illness. Workweeks shall not exceed the maximum set by local law and shall not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers shall be allowed at least one day off every seven days.

4) **Wages and Benefits** - Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. In compliance with local laws, workers shall be compensated for overtime at pay rates greater than regular hourly rates. Deductions from wages as a disciplinary measure shall not be permitted. For each

pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for

work performed. All use of temporary, dispatch and outsourced labor shall be in accordance with local law.

5) **Humane Treatment** - There is to be no harsh or inhumane treatment including violence, gender-based violence, sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, bullying, public shaming, or verbal abuse of workers; nor is there to be the threat of any such treatment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers.

6) **Non-Discrimination** - Suppliers should be committed to a workplace free of harassment and unlawful discrimination. Companies shall not engage in discrimination or harassment based on race, color, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards and access to training. Workers shall be provided with reasonable accommodation for religious practices. In addition, workers or potential workers shall not be subjected to medical tests, including pregnancy or virginity tests, or physical exams that could be used in a discriminatory way.

7) **Freedom of Association** - In accordance with local law, Suppliers shall respect the right of all workers to form and join trade unions of their own choosing, to bargain collectively and to engage in peaceful assembly, as well as respect the right of workers to refrain from such activities. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation or harassment.

B. HEALTH and SAFETY

Suppliers are expected to integrate sound health and safety practices into all aspects of business, including: occupational safety (limiting workers' exposure to potential safety hazards); emergency preparedness (implementation of emergency plans and response procedures, including worker training and drills); occupational

injury and illness prevention and reporting; industrial hygiene (control and limit exposure to chemical, biological and physical agents); limiting of physically demanding work and safeguarding for heavy or dangerous machinery use; access to a clean and safe work environment (including clean toilet facilities, potable water and sanitary food preparation); and clear communication of health and safety information.

- Workers are to be provided with appropriate, well-maintained, personal protective equipment and educated about specific risks, if any, associated with their work.
- Potential emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures including emergency reporting, employee notification and evacuation procedures, worker training, and drills.
- Emergency plans should also include appropriate fire detection and suppression equipment, clear and unobstructed egress, adequate exit facilities, contact information for emergency responders and recovery plans. Such plans and procedures shall focus on minimizing harm to life, the environment and property.
- Workers shall be encouraged to raise any health and safety concerns without retaliation.

C. ENVIRONMENTAL

Suppliers shall recognize that environmental responsibility is integral to producing world-class products. Suppliers shall identify the environmental impacts of their operations and develop and maintain environmentally-responsible business practices to minimize the adverse effects on the community, environment and natural resources within their operations, while safeguarding the health and safety of employees and the public. Based on applicable environmental laws and regulations, all required environmental permits (e.g. discharge monitoring), approvals and registrations are to be obtained, maintained and kept current, and their operational and reporting requirements are to be followed. Material Safety Data Sheets (MSDS) should be readily available upon request.

Suppliers shall look for cost effective methods to improve energy efficiency and to minimize their energy consumption and greenhouse gas emissions.

For our manufacturing Suppliers we also require: pollution prevention and resource reduction; safe handling, storage, movement, use and disposal of hazardous substances and chemicals; controlled use and reduction of wastewater; and monitoring and control of air emissions (including volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products).

D. ETHICS AND INTEGRITY

Suppliers and their agents must uphold the highest standards of ethics including:

1) **Business Integrity and Honest Dealings**

Suppliers shall conduct their business in accordance with the highest standard of ethical behavior and in accordance with applicable laws and regulations. Suppliers must act with integrity in all business interactions. Suppliers must also respect the



customs, rules, practices, and codes of conduct that apply to Nielsen's industry and practice areas in all countries where Supplier provides services to Nielsen, including those related to Nielsen's clients.

Suppliers shall have a zero tolerance policy and prohibit any and all forms of bribery, corruption, extortion and embezzlement.

All business dealings shall be transparently performed and accurately reflected in Suppliers' business books and records. Suppliers will not make any false representations or provide false information or data to Nielsen or in connection

with any transaction or work involving Nielsen or its clients. This includes making false statements of fact or supplying or using false data. Suppliers must only accept work for which they are suitably skilled and experienced. Suppliers should stay informed about the practices in the profession to ensure ethical conduct and delivery of quality products and services to Nielsen and its clients.

Suppliers understand that Nielsen may monitor or audit their operations to ensure Suppliers' business practices comply with these requirements. Nielsen also expects Suppliers to implement their own procedures to ensure Suppliers' business practices comply with these requirements.

2) No Bribery

Suppliers must comply with all applicable local and international anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Bribes or other means of obtaining undue or improper advantage shall not be

promised, offered, authorized, given or accepted. Suppliers also shall not promise, offer, authorize, give or accept anything of value in order to obtain or retain business, direct business to any person, or otherwise gain an improper advantage. Facilitation payments to speed up the performance of routine governmental function are also prohibited. Suppliers shall not engage third parties to do anything that Suppliers are prohibited from doing directly as set out above.

3) Disclosure of Information

Information regarding Supplier's labor, health and safety, environmental practices, business activities, structure, financial situation and performance shall be disclosed in accordance with applicable laws and regulations and prevailing industry practices. Suppliers shall not misrepresent activities in their disclosures.

4) Intellectual Property

Supplier shall implement and maintain security safeguards, including administrative, physical and technical safeguards designed to protect its information systems from unauthorized access, and shall promptly inform Nielsen if it believes its systems have been compromised in a manner that could result in harm to Nielsen. Suppliers must use Nielsen's confidential information, data, trade information, copyrights and trademarks only in a manner that is permitted under their contracts with Nielsen and at a minimum protect such information with a reasonable degree of care. Suppliers shall not misappropriate or infringe upon the

trade information, trademarks or copyrighted works of others. Suppliers must not misuse trade secrets or proprietary or confidential information of others or disclose such information to unauthorized third parties. Suppliers must promptly notify Nielsen of any unauthorized use of Nielsen's data, trade secrets, trademarks, logos or confidential information by Supplier or a third party.

5) Protection of Identity and Non-Retaliation Suppliers should either (i) maintain a whistleblower¹ hotline or similar process for its employees to report violations of

this Code or any related integrity concerns involving work for Nielsen, or (ii) allow its employees to have access to the [Nielsen Integrity Helpline](#). Suppliers shall maintain programs to ensure the confidentiality, anonymity and protection of Supplier and employee whistleblowers, unless prohibited by law. In either case, Suppliers have an affirmative obligation to promptly report to Nielsen any information or allegation it receives related to a violation of this Code of Conduct. A Supplier must also promptly inform Nielsen if it becomes aware that any employee or any third party has raised any claim or complaint against Nielsen. All reports to Nielsen should be made at Integrity@Nielsen.com or via the [Integrity Helpline](#).

6) Responsible Sourcing of Minerals

Suppliers shall have a policy to reasonably assure that the minerals in the products they manufacture do not directly or indirectly finance or benefit perpetrators of serious human rights abuses. Suppliers shall exercise due diligence in identifying the source and chain of custody of these minerals and make their due diligence measures available to customers upon customer request.

7) Privacy and Data Protection

Suppliers shall maintain internal policies and procedures reasonably designed to protect data provided by Nielsen or obtained by the supplier on behalf of Nielsen or its clients ("Nielsen data"). Suppliers shall comply with all applicable privacy, data protection and information security laws and regulatory requirements regarding the collection, storage, processing, transmission, or disclosure of Nielsen data. Suppliers shall execute appropriate data transfer agreements with Nielsen in any form that Nielsen or its clients are required by applicable laws to execute with service providers or to flow down to subcontractors. Supplier shall provide a minimum of 30 days' notice to Nielsen before engaging a new subcontractor to process Nielsen data, and shall obtain Nielsen's consent before allowing any subcontractor to process Nielsen data.

8) Artificial Intelligence

When using or providing AI, Suppliers will comply with applicable laws, including data privacy laws, and protect data from unauthorized use or disclosure. Suppliers shall also maintain an adequate AI governance program. This includes responsible design, development, monitoring, and performance of AI systems; prioritizing human-centric approaches; upholding honesty and fairness; ensuring that AI is

¹ Whistleblower definition: Any person who makes a disclosure about improper conduct by an employee or officer of a company, or by a public official or official body.



safe, secure, auditable, transparent, and explainable; and aligning with relevant AI codes of ethics. Suppliers may not use Nielsen data to train artificial intelligence models without Nielsen's specific and express permission to do so.

9) **Conflict of Interest**

Suppliers must avoid any situation or relationship that may involve an inappropriate conflict or the appearance of a conflict with the interests of Nielsen. Suppliers must not offer or provide excessive gifts, hospitality or entertainment to any Nielsen employee or family member of Nielsen employees. Nielsen employees and their family members shall not hold any significant economic interest in any entity

that does business with Nielsen, and Suppliers must avoid such relationships that involve a conflict or the appearance of a conflict with Nielsen employees. Any potential conflict must be disclosed to Integrity@Nielsen.com.

E. MANAGEMENT SYSTEM

Suppliers shall adopt or establish a management system designed to ensure:

- 1) Compliance with applicable laws, regulations and customer requirements related to the Supplier's operations and products;
- 2) Conformance with this Code;
- 3) Understanding, identification, monitoring, and mitigation of legal compliance, labor, health and safety, environmental and ethics risks related to applicable laws and this Code. It shall also facilitate continual improvement; and
- 4) Supplier CSR/Sustainability Assessments - For each Supplier that meets at least 1 of 3 criteria below, a Corporate Social Responsibility and/or Sustainability Assessment is a mandatory requirement:
 - Spend of at least \$1,000,000 USD annually;
 - Provide critical data inputs to our core products/services of audience measurement, data and analytics;
 - Are determined by the Global Procurement team to be exposed to particular ESG risk

Supplier will use the third party assessment tool specified by Nielsen. For areas in the assessment that yield an evaluation of "Exposure to Risk," the supplier commits to continuous improvement. Supplier shall identify senior executive and company representatives responsible for ensuring implementation of the management systems and responsiveness to reporting requirements.

F. CHANGES TO CODE OF CONDUCT

Nielsen reserves the right to update, alter or change the requirements of the Nielsen Supplier Code of Conduct, and Suppliers shall accept such changes and act accordingly.

Nothing contained in any documents issued by Suppliers shall be deemed to modify or amend any part of this Code.