

This Code of Conduct for Suppliers (**Code**) reflects the commitment of Turner Broadcasting System, Inc. (collectively, with its subsidiaries and affiliated companies worldwide, "Turner") and its parent company, Time Warner Inc., to conduct business according to high standards of integrity and ethics. As used in this Code, "Suppliers" means any entity that: (i) provides goods and services to Turner, (ii) produces products that are distributed by Turner; or (iii) is granted a license to use Turner's intellectual property in connection with the manufacture or distribution of consumer products. This Code highlights Turner's expectations as to the manner in which Suppliers will conduct themselves in their business relationship with Turner.

BUSINESS CONDUCT AND ETHICS

Turner expects Suppliers to conduct business in compliance with local laws and regulations and industry standards. Turner also expects that Suppliers will implement and maintain effective ethics and compliance programs for their employees. Turner employees are required to comply with the Turner Standards of Business Conduct (**SBC**). A copy of the SBC is available at http://www.timewarner.com/sites/timewarner.com/files/ckeditor/public/files/2012_SBC_extonline.pdf. Consistent with these standards, Turner expects its Suppliers to support Turner's efforts to ensure compliance with the SBC, including by:

- Not entering into a financial or any other relationship with a Turner employee, or any member of that employee's immediate family or household, that may create an actual, potential or perceived conflict of interest on the part of that Turner employee;
- Ensuring that they, their employees, representatives and agents, do not offer, promise or provide to any Turner employee, or any member of that employee's immediate family or household, any kick-back, favor, cash, gratuity, entertainment or anything of value for the purpose of influencing a business decision by Turner, or obtaining favorable treatment or anything else of value. Turner employees are similarly prohibited from soliciting such favors from Suppliers;
- Using good judgement, discretion and moderation when offering gifts or entertainment to Turner employees. Gifts should be reasonable, appropriate, and consistent with Turner's business practices, and must comply with any applicable law or regulations and with the SBC. Turner permits business entertainment events for the purpose of building and maintaining business relationships so long as such events are infrequent and not lavish.

ANTI-PIRACY

Turner expects that Suppliers will respect all intellectual property rights and will not copy or allow third party access to any Turner intellectual property or content without authorization, including any film, video or digital elements containing audio/visual content, except as necessary to perform obligations under the Supplier's agreement with Turner.

EMPLOYMENT

Turner also expects that Suppliers are committed to human rights and equal opportunity in the workplace and will:

- Not discriminate in recruiting, hiring, training and employment practices, on the basis of race, color, religion, age, national origin, sex (including pregnancy), age, sexual orientation, marital status, physical or mental disability or any other category protected by law that does not affect an individual's ability to do their job.
- Not employ any person under the age of 15 (or 14 where local law allows), or younger than the age for completing compulsory education in countries where such age is higher than 15.
- Not use any forced or involuntary labor, whether prison, bonded, indentured or otherwise. Suppliers will not require employees to relinquish any personal identification, including passports, identification cards or work permits, as a condition of employment.
- Treat each employee with dignity and respect.
- Allow freedom of association when allowed by local law, and in all cases respect the right of employees to communicate openly and directly with management.

- Comply with all wage and hour laws as mandated by applicable country laws or industry standards, including those relating to minimum wages, overtime, rest days and maximum hours.
- Contribute to all statutory social security and welfare funds to which employers and/or employees are required by applicable laws to contribute, on behalf of all employees in accordance with all relevant laws and regulations.
- Retain one year of complete and accurate records and documentation, including employment contracts, residence and work permits (if applicable), proof of age documentation, maternity leave records, industrial injury reports, and work time and pay records, relating to employees in manufacturing and operations positions necessary to demonstrate compliance with this Code, other than information and records that applicable law requires Suppliers to retain for a shorter period of time.

HEALTH & SAFETY AND ENVIRONMENT

Turner expects that Suppliers will provide employees with a safe and healthy workplace in compliance with all applicable laws and regulations, ensuring, at a minimum, occupational safety, machine guarding, emergency preparedness, industrial hygiene, reasonable access to potable water and sanitary facilities, fire safety and adequate lighting and ventilation. Any Supplier that is a manufacturer should also ensure that the same standards of health and safety are applied in any housing or canteen facilities that it provides for employees. Suppliers also must comply with all applicable environmental laws and regulations, ensure that all required environmental permits and registrations are obtained, maintained and kept current, and that operational and reporting requirements are followed.

IMPLEMENTATION AND COMPLIANCE

Turner recognizes that achieving the standards established in this Code will be a dynamic rather than a static process and encourages Suppliers continually to improve their workplace conditions. Turner expects that its Suppliers will establish and maintain appropriate management systems, the scope of which is consistent with this Code, and actively review, monitor and modify their management processes and business operations to ensure compliance. Turner also expects that Suppliers will work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code or an equivalent set of principles.

It is entirely within Turner's discretion whether to do business with a Supplier, subject to contractual obligations. Turner reserves the right to take such actions as it deems appropriate, in its discretion, to monitor and promote adherence to this Code. If it is found that any Supplier has acted or acts in a manner inconsistent with this Code or applicable law, actions that Turner may take, subject to contractual obligations, include working with the Supplier to ensure steps are taken to address the violation(s) and prevent recurrence, canceling the affected contract, terminating the relationship with such Supplier, commencing legal or other actions against such Supplier, and/or reporting Supplier to appropriate legal or regulatory authorities.

This Code does not confer, and shall not be deemed to confer, any rights on the part of third parties, including any third party beneficiary rights. Turner reserves the right to determine in its sole discretion whether and how to enforce any provision of this Code.

Turner strongly encourages Suppliers to promptly report actual or suspected violations of this Code to the Turner Compliance Office at:

- Email: Turner.Compliance@Turner.com
- Telephone: +1.800.375.0288

- Mail: Compliance Office; Turner Broadcasting System, Inc.
1050 Techwood Dr. NW, Legal Dept; Atlanta, Georgia 30318 U.S.A.

Turner will maintain confidentiality to the extent possible regarding any information received. Turner does not tolerate any retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behavior or a possible violation of this Code or the SBC.