

AerFin



Global Supplier Code of Conduct

The way ahead

Foreword

At AerFin, our vision is to be the most trusted partner in the aviation aftermarket.

We will work collaboratively with our trusted partners and stakeholders to implement and maintain a responsible, ethical supply chain. Our senior leadership team is committed to fostering a culture of integrity throughout our operations.

Environmental, social and governance (ESG) standards, together with regulatory compliance and alignment with this Code of Conduct, are integral to our supplier selection process and serve as fundamental criteria in evaluating prospective partners. At AerFin, we seek to act in accordance with the values set out in this Code of Conduct.

AerFin is committed to doing business with integrity, transparency and respect. This Code sets out the minimum standards we expect from every partner. By upholding these values, we continue to build a business founded on ethical conduct and strengthen the trust of our partners, customers and communities - moving forward together, on the way ahead.



Simon Goodson

Chief Executive Officer

AerFin is a leading global aviation asset specialist providing aftermarket support solutions to the aviation industry. AerFin's Supplier Code of Conduct ("**Code of Conduct**") applies to AerFin's suppliers, subcontractors, agents, and representatives ("**Supplier(s)**") as well as to AerFin's employees, consultants and directors.

Every Supplier with which AerFin conducts business shall ensure that its own employees, directors, agents, consultants, subcontractors and representatives (and any other third parties engaged by it or its affiliates) also comply with the principles outlined in this Code of Conduct. Reference to "**AerFin**" in this Code of Conduct means AerFin Limited and its affiliates and branch companies from time to time.

Aviation Regulations and Certifications

All Suppliers must comply with all applicable laws, regulations, and rules. It is expected that Suppliers will also act in accordance with ethical standards including the OECD Guidelines for Multinational Enterprises and industry-specific rules such as those issued by the Civil Aviation Authority ("**CAA**"), European Union Aviation Safety Agency ("**EASA**"), the Federal Aviation Administration ("**FAA**") and International Civil Aviation Organisation ("**ICAO**") or any other industry specific governing body from time to time.

Where any Supplier holds any accreditation (whether aviation-specific or otherwise), including those issued by the CAA, EASA, FAA, or such other governing body, Supplier agrees to do all things necessary to maintain all relevant accreditations during the period of supply of products or services to AerFin and shall notify AerFin promptly in the event that it loses any accreditation(s) that it is required to hold by law or regulation, or, any such accreditation that AerFin has relied upon for the Supplier to deliver goods and/or services to AerFin.

Anti-Bribery & Corruption

Suppliers agree to comply with all applicable laws, statutes, and regulations relating to the prevention of bribery and anti-corruption (including, without limitation, the Bribery Act 2010 in the UK, the Foreign Corrupt Practices Act 1977 in the USA, the Prevention of Corruption Act 1960 in Singapore and the Criminal Justice (Corruption Offences) Act 2018 in Ireland).

Suppliers shall not accept, offer, promise, pay, permit, or authorise bribes, facilitation payments, kickbacks, illegal political contributions, money, goods, services, entertainment, employment, contracts, or other things of value, in order to obtain or retain improper advantage or any other unlawful or improper payments or benefits. Supplier agrees to abide by and implement the principles outlined in AerFin's Global Anti-Bribery and Anti-Corruption Policy.

Fraud or Deception

Suppliers shall not seek to gain an advantage of any kind by acting fraudulently, deceiving people, making false claims, or allowing anyone else representing them to do so, including through defrauding or stealing or any kind of misappropriation of property or information.

Global Trade & Export Controls

Every Supplier shall ensure that their business practices are carried out in accordance with all applicable laws and regulations, including economic sanctions and embargoes governing the import, export and/or transfer of aircraft, engines and aircraft parts, components, and associated technical data and services.

Suppliers shall provide truthful and accurate information when transacting with AerFin and shall obtain export licenses where necessary.

Unfair Working Practices

Every Supplier shall comply with all applicable competition laws including but not limited to those relating to information sharing with competitors, price fixing, insider trading, and rigging or teaming behaviour in competitive tender situations.

Fair Working Practices

Anti-slavery and Human Trafficking

Supplier agrees to comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, and codes from time to time in force, including the Modern Slavery Act 2015 (**MSA**). Compliance with anti-slavery and human trafficking laws includes not supporting, engaging, or requiring any forced labour, bonded labour, indentured labour, and prison labour. From time to time, Supplier shall respond to AerFin's requests for further information regarding Supplier's approach to modern slavery and human trafficking or for an acknowledgment in writing of its compliance with the MSA and this Code of Conduct.

Child Labour

Suppliers shall ensure that child labour is not used within their supply chain regardless of whether it is permitted in a foreign jurisdiction. In this policy, the term "child" refers to any person under the minimum legal age for employment where the work is performed, and/or the minimum working age defined by the International Labour Organization (ILO), whichever is higher.

Compensation

The Supplier shall compensate all workers with wages and benefits that at a minimum standard meet the higher of: (i) the minimum wage and benefits established by applicable law, collective agreements, or industry standards; or (ii) an amount sufficient to cover basic living requirements.

Equal Opportunities

AerFin is an equal opportunities employer and requires that its Suppliers shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on race, caste, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, union membership, political affiliation or any other protected characteristic (other than the worker's ability to perform the job subject to any reasonable accommodations or those required or permitted by law).

Health & Safety

Supplier shall provide a safe, healthy, and sanitary working environment and comply with all applicable health and safety laws where it operates. Supplier agrees to implement and maintain health and safety practices, including implementing general and relevant industry-specific procedures and safeguards to prevent workplace hazards and work-related accidents and injuries. The Supplier shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered when carrying out the work.

Human Rights

The Supplier shall comply with all internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force.

Training

The Supplier shall inform and train its workforce on the principles outlined in this Code of Conduct (as required by applicable law).

Data & Information

Confidentiality

Confidential and proprietary information includes all non-public information that could be of use to competitors or be harmful to AerFin, our customers, suppliers, and other business partners, if disclosed. The Supplier shall keep all such information confidential. Confidential or proprietary information may only be disclosed to a third party if authorised in writing through a non-disclosure agreement with AerFin or if the disclosure is required by law, regulation or a court order.

Data Protection and Information Security

The Supplier shall comply with all applicable data protection laws and requirements when processing any personal data on AerFin's behalf. If required by applicable law, the Supplier agrees to enter into a Data Processing and Sharing Agreement (to be reasonably agreed between the parties).

The Supplier shall have in place appropriate technical and organisational measures to:

- (i) protect the integrity and confidentiality of personal information (including information belonging to or supplied by AerFin) held on its systems (which includes physical and electronic systems); and
- (ii) ensure that there is no unauthorised access to the personal information by third parties, including its representatives.

Environment

Each Supplier shall ensure that its operations comply with all applicable environmental laws, including laws and international treaties relating to (but not limited to) climate change, waste disposal, emissions, discharges and the handling of hazardous and toxic materials.

Each Supplier shall ensure that the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws and treaties and that it will only use packaging materials that comply with all applicable environmental laws and treaties.

Cooperation, Conflict, Breach & Remedy

AerFin understands that misconduct may arise within the supply chain. This section of the Code of Conduct outlines a process for reporting such matters to AerFin.

Cooperation

Regardless of whether a breach has taken place, Supplier shall co-operate with AerFin on all reasonable requests for information in relation to this Code of Conduct and the principles to be upheld.

Conflict of Interest

Suppliers are expected to avoid all conflicts of interest or situations giving the appearance of a conflict of interest. Suppliers will provide immediate written notification to AerFin in the event that an actual or potential conflict of interest arises.

Breach

In case of any breach of this Code of Conduct, the Supplier agrees to immediately notify AerFin in writing and without delay (and no later than within twenty-four (24) hours after becoming aware of such breach) to the following email address:

Attention of: General Counsel

Email address: legal-team@aerfin.com

Remedy

AerFin may immediately suspend or terminate its business relationship (without penalty) with Supplier in case of any breach, unresolved non-conformance, or failure to take timely corrective action arising out of or in connection with this Code of Conduct amongst all other remedies available to AerFin.