

## A J WALTER AVIATION LIMITED

### SUPPLIER CODE OF ETHICS

#### CONTENTS

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#### CLAUSE

1. Compliance with laws and regulations and priority of standards .....	3
2. Updating this Code.....	<b>Error! Bookmark not defined.</b>
3. Workforce issues.....	<b>Error! Bookmark not defined.</b>
4. Data protection and information security .....	4
5. Environmental responsibility .....	4
6. Bribery and corruption.....	5
7. Unfair business practices .....	5
8. Procuring and managing Representatives .....	5
9. Training .....	6
10. Certifying compliance and audit .....	6
11. Self-monitoring and reporting breaches.....	6
12. Breach, remediation and termination .....	6



## ABOUT THIS CODE

Corporate integrity, responsible sourcing and the safety and wellbeing of workers in the countries where we do business are of paramount importance to A J Walter Aviation Limited (“AJW”). These core principles are reflected in this Supplier Code of Conduct (“**Code**”), which establishes the minimum standards that must be met by any entity that supplies products or services to AJW.

## DEFINITIONS AND SCOPE

In this Code:

**Supplier** means a company, partnership or individual that provides goods or services to AJW.

**Worker** means any individual whom the Supplier employs, hires or engages, or otherwise uses to conduct its business.

**Representative** means the Supplier's suppliers, vendors, agents, and subcontractors who are involved in AJW's supply chain.

## WHO MUST COMPLY WITH THIS CODE?

The Supplier shall comply with the Code and shall ensure that its workers are aware of this Code and comply with it.

## SUPPLIER'S COMMITMENT

The Supplier agrees that:

- It will comply with the requirements in this Code.
- It has appropriate systems in place to ensure continuous compliance and to demonstrate such compliance.
- It will adhere to AJW's policies.

Any breach of this Code will allow AJW to terminate its relationship with the Supplier with immediate effect.

## 1. Compliance with laws and regulations and priority of standards

In carrying out its agreements with AJW, the Supplier shall, in addition to complying with the standards set out in this Code, comply with all applicable UK laws and regulations (and the laws and regulations of any other jurisdiction where it or its Representatives operate) including but not limited to the laws and regulations relating to issues addressed in this Code.

If there is a conflict between any applicable laws or regulations, the provisions of an agreement with AJW and the provisions of this Code, the Supplier shall meet the most stringent standard.

## 2. Updating this Code

AJW has the right to modify this Code from time to time on giving the Supplier at least 10 days' notice in writing (writing includes email).

## 3. Workforce Issues

**Slavery, human trafficking and child labour:** The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 in any part of its supply chain. This includes, but is not limited to, not supporting or engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour and prison labour.

3.1 **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.

3.2 **Equal opportunities:** AJW is an equal opportunities employer and 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 or political affiliation or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by law.

3.3 **Freedom of association and collective bargaining:** The Supplier shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

3.4 **Working environment.** The Supplier shall provide a safe, healthy, and sanitary working environment and comply with UK health and safety laws and any other relevant laws where it operates. This includes, but is not limited to, implementing general and relevant industry-

specific procedures and safeguards to prevent workplace hazards and work-related accidents and injuries. Where such hazards cannot be adequately prevented or controlled, the Supplier shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work. Supplier shall have emergency plans and response procedures that implement all applicable laws and regulations.

**3.5 Wages and remuneration.** The Supplier must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:

- (a) the minimum wage and benefits established by applicable law;
- (b) collective agreements;
- (c) industry standards; and
- (d) an amount sufficient to cover basic living requirements.

3.6 Supplier shall have policies and procedures in place to ensure that employees do not conduct work while under the influence of alcohol, illegal drugs or misused medications (whether prescription or non-prescription). In addition, Supplier will put in place policies and procedures that prohibit employees from using, possessing, transferring or selling illegal drugs or alcohol or misused medication while at work.

**4. Data protection and information security**

4.1 The Supplier shall comply with all data protection laws and requirements (including the Data Protection Act 2018 and GDPR 2018) when processing any personal data on AJW's behalf.

4.2 The Supplier shall have in place appropriate measures to:

- (a) protect the integrity and confidentiality of information (including information belonging to or supplied by AJW) held on its systems (which include physical and online or electronic systems); and
- (b) ensure that there is no unauthorised access of the information by third parties, including its Representatives.

**5. Environmental responsibility**

5.1 The Supplier shall ensure that:

- (a) its operations comply with all applicable environmental laws, including laws and international treaties relating to (but not limited to) waste disposal, emissions, discharges and the handling of hazardous and toxic materials;
- (b) the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws and treaties; and
- (c) it will only use packaging materials that comply with all applicable environmental laws and treaties.

- 5.2 The Supplier shall have in place a suitable environmental management system for managing its environmental risks. As a minimum, the system should include and address the following:
- (a) an assessment of the environmental impact of all historical, current and likely future operations;
  - (b) steps to continuously improve environmental performance, reduce pollution, emissions and waste;
  - (c) measures to reduce the use of all raw materials, energy and supplies; and
  - (d) raising awareness and training workers in environmental matters.

## 6. Bribery and corruption

- 6.1 The Supplier shall comply with all applicable laws, statutes, codes and regulations relating to the prevention of bribery and corruption (including but not limited to the Bribery Act 2010, Fraud Act 2006 and the Foreign Corrupt Practices Act 1977). To that end, the Supplier shall not accept, offer, promise, pay, permit or authorise:
- (a) bribes, facilitation payments, kickbacks or illegal political contributions;
  - (b) money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
  - (c) any other unlawful or improper payments or benefits.

## 7. Unfair business practices

The Supplier shall comply with all applicable competition laws (including but not limited to the Competition Act 1998), including but not limited to those relating to teaming and information sharing with competitors, price fixing and rigging bids.

## 8. Procuring and managing Representatives

- 8.1 With regard to prospective Representatives, the Supplier shall carry out appropriate due diligence on prospective Representatives that will form part of AJW's upstream supply chain. At a minimum, the due diligence must include the following:
- (a) investigations into prospective Representatives' stance, public statements and actions on human rights, treatment of workers, bribery, ethical behaviour and environmental outlook;
  - (b) risk assessments for countries from which materials, components or finished goods are sourced; and
  - (c) the prospective Representative's ability to meet the requirements and principles that are covered in this Code.
- 8.2 In its dealings with Representatives, the Supplier shall:

- (a) ensure that agreements with Representatives include provisions that require the Representatives to comply with applicable provisions of this Code, having due regard to the risk profile of the transaction, the Representative's ability to comply with those provisions and the consequences where the Representative fails to meet those requirements;
- (b) ensure that it has measures to monitor that those Representatives are complying with those compliance-related provisions and that it has systems in place to address any deficiencies or breaches of those requirements; and
- (c) pay its Representatives promptly.

## 9. Training

- 9.1 The Supplier shall implement a system of training for its workers to ensure that they are aware of the requirements of this Code.
- 9.2 The Supplier shall keep a record of all training offered and completed by its workers and shall make a copy of such record available to AJW on request.

## 10. Certifying compliance and audit

- 10.1 The Supplier shall provide written confirmation to AJW at least once per that:
  - (a) it has appropriate systems in place to monitor its compliance with this Code; and
  - (b) it is able to comply with this Code for the duration of its relationship with AJW.
- 10.2 In addition to the written confirmation at paragraph 10.1, AJW may conduct audits and inspections to verify the Supplier's compliance with this Code. AJW has no obligation to conduct such audits or inspections.

## 11. Self-monitoring and reporting breaches

- 11.1 The Supplier shall monitor its compliance with the Code and shall report any breaches (actual or suspected) of this Code as soon as possible to AJW's legal department at [legal@ajw-group.com](mailto:legal@ajw-group.com).
- 11.2 The Supplier shall not retaliate or take disciplinary action against any worker that has, in good faith, reported breaches of this Code or questionable behaviour, or who has sought advice regarding this Code.

## 12. Breach, remediation and termination

- 12.1 Where AJW becomes aware of a breach of this Code by the Supplier or its workers, AJW may in its sole discretion either:

- (a) immediately terminate its business relationship with the Supplier (including any contracts); or
  - (b) require the Supplier to produce a remediation plan specifying the actions that the Supplier will take that will lead to compliance with the Code, and present it to AJW within five (5) business days of being requested to do so. If the Supplier fails to produce the remediation plan within this timeframe or fails to implement it within a reasonable time, AJW may immediately terminate its business relationship with the Supplier (including any contracts).
- 12.2 Where AJW becomes aware that a Representative has been involved in an incident (or incidents) that would constitute a breach of any of the requirements under this Code, were they bound directly by it, AJW may either:
- (a) terminate its business relationship with the Supplier (including any contracts); or
  - (b) require the Supplier to remedy that incident (or incidents) with that Representative. If the Supplier is not able to remedy such incident with that Representative within a reasonable time, AJW may immediately terminate its business relationship with the Supplier (including any contracts).

SUPPLIER hereby agrees to comply with the Code set out above:

Signed for and on behalf of [supplier name]:

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Title:

Date: