



## SUPPLIER CODE OF CONDUCT

StandardAero Aviation Holdings, Inc. and all of its affiliates and subsidiaries (“StandardAero” or “Buyer”) Supplier Code of Conduct sets forth minimum workplace standards and business practices that are expected of any supplier doing business with Buyer (“Supplier”), consistent with our company’s values. These requirements are applicable to Buyer’s suppliers and its affiliates and subsidiaries globally.

### 1. Compliance with Laws

Supplier is expected to perform its duties and expectations in compliance with all applicable laws and regulations that apply to its business, including any flow-down provisions provided by Buyer as a government contractor. Such laws include, but are not limited to, the relevant laws of the U.S., Canada, the European Union, or any other jurisdiction where the supplier conducts business. All export of products and services provided by Supplier shall adhere to relevant international trade compliance laws, rules and regulations.

### 2. Ethics and Anti-Corruption

Buyer has a zero tolerance policy pertaining to corruption. The StandardAero Anti-Corruption Policy prohibits anyone from offering or making improper payments of anything of value (including money) to government officials or any other persons. Suppliers conducting business on Buyer’s behalf shall ensure compliance with anti-corruption laws and commit to the highest standards of ethical conduct at all times.

- a) Supplier is prohibited from directly or indirectly receiving or offering any form of bribe, kickback, or other corrupt payment, to or from any person or organization, including government agencies or officials, private companies or employees of those private companies to obtain an undue or improper advantage.
- b) Supplier shall accurately record, maintain and disclose information regarding its business activities, structure, financial situation, quality and performance in accordance with applicable laws. Buyer periodically requires its suppliers to certify to its compliance with its Anti-Corruption Policy.
- c) Supplier shall have a communicated process to address confidentiality and protection of an employee who in good faith raises a concern, makes a report, or assists with an investigation related to potential ethical or criminal violations.

### 3. Business Hospitality

StandardAero competes based on its own merits of the service and products provided. When doing business with or conducting business on behalf of Buyer, Supplier may only provide hospitality for legitimate business purposes in accordance with the StandardAero Code of Ethics.

Supplier may offer or provide business hospitality to buyers, customers or other business associates, or accept hospitality offered by suppliers, customers or other business associates, provided that in each instance the gift or entertainment is:

- a) Not a bribe, kickback or other illegal or illicit payment;
- b) Not given in exchange for any consideration;
- c) One hundred USD (\$100) value per person or less, unless expressly permitted by Buyer;

- d) Would not embarrass Buyer if disclosed publicly; and
- e) Does not create the appearance (or an actual or implied obligation) that Supplier is entitled to preferential treatment, an award of business, better prices or improved terms of sale.

Any Supplier that violates the provisions of this Section when conducting business on behalf of Buyer risks immediate loss of all existing and future Buyer business.

### 4. Conflicts of Interest

A conflict of interest arises when personal interests or activities conflict with, or appear to conflict with, the best interests of StandardAero. Supplier must disclose to Buyer any apparent or actual conflicts of interest regarding its relationship with Buyer. If StandardAero management approves an apparent or actual conflict, the approval decision must be documented in writing.

### 5. Human Rights and Labor

Supplier shall respect and uphold the human rights of its employees and treat them with dignity and respect under internationally accepted standards. Supplier shall:

- a) Only hire employees who meet the applicable minimum legal age requirement and comply with all other applicable child labor laws according to applicable local regulations;
- b) Prohibit the use of any indentured or forced labor, slavery or servitude and must comply with all relevant laws regarding the prevention of human trafficking and slave labor, including the U.S. Federal Acquisition requirements, and the California Transparency in Supply Chains Act of 2010, and any other relevant law such as the UK Modern Slavery Act;
- c) Set working hours, wages and over-time pay in compliance with all applicable laws and pay at least the minimum legal wage or a wage that meets local industry standards, whichever is greater;
- d) Shall not engage in or permit corporal punishment, threats of violence, or other forms of harassment;
- e) Provide equal employment opportunity and hire employees on the basis of their ability to do the job, not based on their personal characteristics or beliefs (including race, ethnicity, gender, nationality, color, religion, age, sexual orientation, military or veteran status, ancestry, maternity or marital status); and
- f) Respect employees’ freedom of association. Employees should have a right to communicate with management, seek representation and participate in meeting with trade unions and works councils. Supplier shall comply with all applicable local and national laws pertaining to freedom of association and collective bargaining.

### 6. Health & Safety

Buyer is committed to being a global leader in aviation safety, as well as safeguarding the health and safety of our employees, customers, and business partners. Please review Buyer’s Contractor/Supplier Safety Policy for additional useful information.

- a) Prior to performing work on-site, Supplier (including any sub-contractors) will attend StandardAero Environmental, Healthy, & Safety (“EHS”) orientation and complete the

appropriate sign-offs, if requested.

- b) While Suppliers are on-site at a Buyer location or at a Buyer customer location on behalf of Buyer, Supplier shall comply with Buyer's Safety Management System Policies, Buyer's EHS contractor/supplier policy, and any site-specific requirements.
- c) Supplier shall at a minimum:
  - i. ensure a safe work environment;
  - ii. minimize physical and chemical hazards through proper design, engineering and administrative controls;
  - iii. implement safe work procedures as well as ongoing safety training;
  - iv. provide employees with appropriate personal protective equipment; and
  - v. implement emergency plans and response procedures.

## **7. Environment**

Buyer operates under an Enterprise wide ISO 14001 Environmental Management System Certification. Supplier undertakes to operate in a manner that actively mitigates risk, minimizes environmental impact and conserves natural resources. Supplier shall use an environmentally responsible approach when choosing materials and processes, where practicable. Supplier shall abide by all environmental laws and regulations and will establish a systematic approach to risk management.

- a) Prior to performing work on-site, Supplier (including any sub-tier suppliers) will attend EHS orientation and complete the appropriate sign-offs, if requested.
- b) While suppliers are on-site at a Buyer facility, Supplier shall comply with Buyer's Environmental Management System Policies, Buyer's EHS contractor/supplier policy and any site-specific requirements.
- c) Supplier shall maintain all required environmental permits and registrations and follow the operational and reporting requirements of such permits.
- d) Supplier shall adhere to applicable laws and regulations regarding the handling and use, restriction or prohibition of specific substances.

## **8. Counterfeit Goods**

Buyer requires Supplier to have procedures and practices in place to detect and identify counterfeit parts and materials and should minimize the risk of introducing counterfeit parts and materials into the goods delivered to Buyer. Supplier will develop, implement and maintain procedures and practices in order to mark counterfeit parts obsolete as necessary and will immediately notify Buyer of any known counterfeit parts incident pertaining to Buyer

## **9. Conflict Minerals**

- a) Supplier will not supply Goods that contain Conflict Minerals, consistent with the US Dodd Frank Act or other relevant law. "Conflict Minerals" is defined as tin, tantalum, tungsten and gold (the Conflict Minerals or 3TG)

originating in the Democratic Republic of the Congo (DRC) and the adjoining countries of Angola, Burundi, the Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia (the Covered Countries).

- b) If Supplier has reason to believe its Goods contain Conflict Minerals Supplier will immediately notify Buyer in writing providing a description of the Goods containing or believed to contain Conflict Minerals, date of supply, lot codes, part or serial numbers or other identifying characteristics and all other relevant information necessary to identify when and where the Goods were provided, type of mineral and the believed country of origin of the Conflict Mineral. In addition, Supplier will have internal process and procedures that determine if their products contain Conflict Minerals and if so, implement supply chain due diligence processes to identify sources of these minerals and support efforts to eradicate the use of Conflict Minerals which directly or indirectly finance or benefit armed groups in the Covered Countries.
- c) Supplier will periodically respond to conflict mineral questionnaires submitted by Buyer, detailing its efforts to track the supply chain of relevant metals.

## **10. Application to Sub-Tier Suppliers**

Supplier is fully responsible for ensuring compliance by any such sub-tier supplier(s) as if it were the supplier itself. The Supplier Code of Conduct shall be flowed down to all sub-tier suppliers. Buyer encourages Supplier to implement and flow down the principles of such Code to companies providing products and services to Supplier.

## **11. Confidentiality & Intellectual Property**

Supplier shall take proper care in safeguarding intellectual property rights and sensitive information. Transfer of technology and know-how shall be only be used within the scope of the business purposes. Exchanges of confidential information must be pursuant to a written confidentiality agreement between Buyer and Supplier. Supplier must not share or disclose Buyer's intellectual property, confidential information, or any other proprietary information that Supplier acquires, including information developed by Supplier and information relating to products, customers, services, pricing, costs, strategies, programs, and processes.

## **12. Reporting and Grievance Procedure**

Supplier shall immediately report to Buyer notice of known breach of this Code. Supplier and its employees are required to provide avenues to raise concerns or make reports without fear of retaliation. Parties shall work together to implement a corrective action plan in order to cure the non-compliance within a specified time period. Buyer may opt to terminate the business relationship or suspend future orders should Supplier not cure breach within the time period. Supplier may be held responsible for reasonable costs of investigating non-compliance.