

1. Introduction

StandardAero Aviation Holdings, Inc. and all of its affiliates and subsidiaries (“StandardAero” or “Buyer”) uphold the highest standards in all business dealings to provide high quality service and products to its customers. This document (hereinafter “Supplier Code of Conduct”) sets forth minimum workplace standards and business practices that are expected of any supplier doing business with Buyer, consistent with StandardAero’s values. Suppliers shall demonstrate the capability and willingness to follow robust legal, ethical, labor, trade, human rights, worker safety, and environmental standards and adhere to applicable legal and regulatory requirements in their business relationships as set out in this Supplier Code of Conduct. This Supplier Code of Conduct shall not conflict or modify any current contract and is not intended to limit or discourage anyone from reaching higher standards.

“Supplier” shall be defined as any third party that directly or indirectly sells, or seeks to sell, any kind of goods or services to StandardAero, including contractors, subcontractors, distributors, dealers, sales and marketing representatives, intermediaries, agents, partners, consultants, resellers, systems integrators, or similar entities. These requirements are applicable to Buyer’s Suppliers and its affiliates and subsidiaries globally.

2. 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, the United Kingdom, 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.

Suppliers shall create and maintain accurate records, and not alter any record entry to conceal or misrepresent the underlying transaction represented by it. All records, regardless of format, made or received in furtherance of a business transaction must fully, transparently and accurately represent the transaction or event being documented. Records should be retained based on the applicable retention requirements. Suppliers performing as US Government contractors (whether direct or indirect) must comply with the requirements in FAR 4.703 and of the affected agency and any relevant National Archives and Records Administration (NARA) requirements that apply to that agency.

3. Governance, Anti-Corruption and Ethics

Building and maintaining trust of our customers, employees and shareholders is at the center of StandardAero’s governance. StandardAero’s Corporate Sustainability

Committee is comprised of the company’s executive leadership team working to manage risks and opportunities and integrate our sustainability priorities throughout the business. StandardAero’s sustainability reporting references the International Financial Reporting Standards (IFRS) Foundation and its Sustainability Accounting Standards Board (SASB) standards for the aerospace and defense industry. These sector-specific standards are designed to emphasize the factors most likely to impact the financial condition and/or operating performance of companies in our industry.

Buyer has a zero-tolerance policy pertaining to corruption. Suppliers shall comply with the U.S. Foreign Corrupt Practices Act and other applicable anti-corruption laws (e.g., the UK Bribery Act), directives and/or regulations that govern operations in the countries in which they do business, regardless of local customs. StandardAero’s Anti-Corruption Policy prohibits anyone from offering or making improper payments of anything of value 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 anything of value, any form of bribe, kickback, or other payment, (including money, business courtesies, favors, kickbacks, employment promises, political contributions, charitable donations, entertainment, gifts, travel gratuities or entertainment) to or from customers, any person or organization, including government agencies or officials, private companies or employees of those private companies, political parties, candidates for public office, charities to obtain an undue or improper advantage or influence a business decision.
- b. Suppliers shall comply with anti-competition and antitrust laws and are prohibited from fixing prices, colluding or rigging bids with competitors, allocating customers or markets with competitors, or exchanging any pricing information with our competitors.
- c. Supplier shall exercise appropriate due diligence and monitoring to prevent and detect corruption in all business arrangements and 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 and Code of (Ethical) Conduct (“Code of Ethics”).
- d. 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.

- e. Buyer 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's Code of Ethics.
- f. Supplier may offer or provide business hospitality to suppliers, 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:
 - i. Not a bribe, kickback or other illegal or illicit payment;
 - ii. Not given in exchange for any consideration;
 - iii. One hundred USD (\$100) equivalent value per person or less, unless expressly permitted by Buyer;
 - iv. Would not embarrass Buyer if disclosed publicly; and
 - v. 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.

with dignity and respect and encourage inclusivity, remain receptive to differing opinions, promote equal opportunity for all, and foster an inclusive and ethical culture 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 local regulations;
- b. Set working hours, wages and over-time pay in compliance with all laws and pay at least the minimum legal wage or a wage that meets local industry standards, whichever is greater;
- c. Provide equal employment opportunity and hire applicants on the basis of their ability to perform the essential functions of the job competently with or without reasonable accommodation, without regard to their personal characteristics or beliefs including race, ethnicity, gender identity or expression, nationality, color, religion, age, sexual orientation, military or veteran status, ancestry, maternity or marital status, mental or physical disability, family structure or genetic information; and
- d. 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.
- e. Maintain a workplace free from illegal possession, distribution, sale or use of controlled substances.
- f. 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, the California Transparency in Supply Chains Act of 2010, and any other relevant law such as the Canadian Forced Labor Act, and the UK Modern Slavery Act; Specifically, Suppliers shall not:
 - i. Destroy, conceal, or confiscate identity or immigration documents;
 - ii. Use misleading or fraudulent tactics in recruiting;
 - iii. Charge employee recruitment fees;
 - iv. Provide inadequate housing based on local standards, laws and directives; and
 - v. Fail to provide employment contracts and other documentation in the employee's native language;

Buyer is committed to the highest principles of ethical and professional conduct. In order to drive responsible growth, StandardAero has defined the approach to managing conduct across the company in the employee's code of conduct. The StandardAero employee's code of conduct outlines business practices along with professional and personal conduct that employees are expected to follow and it provides a guide as to how employee's conduct risk is managed.

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 personal activities or those of close relatives, friends or associates conflicting with, or appear to conflict with, the best interests of Buyer. Supplier must disclose to Buyer and all affected parties any apparent or actual conflicts of interest regarding its relationship with Buyer. If Buyer's 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 principle of universal human rights and treat all workers (including contractors)

- vi. Fail to provide return transportation upon the end of employment for employees brought to the country for the purpose of working on a U.S. government contract or subcontract; and
- vii. Fail to interview and protect employees suspected of being trafficking victims and
- viii. engage in or permit corporal punishment, threats of violence, or other forms of harassment.

No involuntary work of any type is permitted, including forced or compulsory labor, trafficked labor, indentured labor, bonded labor, involuntary prison labor, or forced overtime.

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) must attend StandardAero Environmental, Healthy, & Safety ("EHS") orientation and complete the appropriate sign-offs.
- 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 that their employees are afforded an environment that is free from physical, psychological, and verbal harassment, or other abusive conduct.
 - ii. ensure a safe work environment;
 - iii. minimize physical and chemical hazards through proper design, engineering and administrative controls;
 - iv. implement safe work procedures as well as ongoing safety training;
 - v. provide employees with appropriate personal protective equipment; and
 - vi. implement emergency plans and response procedures.

7. Environment

Buyer believes environmental stewardship is essential to the sustainability of the business and to the health of the communities where StandardAero employees live and serve. Buyer is committed to addressing climate change and demands on critical natural resources through the global business strategy, management of risk, work with partners, employee programs and efforts to make our operations more sustainable. StandardAero is committed to continual improvement.

Buyer operates under an enterprise-wide, certified ISO 14001 Environmental Management System. Supplier undertakes to operate a commensurate management system that actively mitigates risk, minimizes environmental waste/impact and conserves natural resources protecting the environment. Supplier shall abide by all applicable environmental laws and regulations and will establish a systematic approach to risk management. Prior to performing work on-site, Supplier (including any sub-tier suppliers) must attend EHS orientation and complete the appropriate sign-offs.

- a. 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.
- b. Supplier shall maintain all required environmental permits and registrations and follow the operational and reporting requirements of such permits.
- c. Supplier shall adhere to applicable laws and regulations regarding the handling and use, restriction or prohibition of specific substances.

8. Global Trade Compliance

a. Anti-Boycott

In accordance with the Export Control Reform Act of 2018 and the 1976 Tax Reform Act, Suppliers shall not participate in, cooperate with, or further the cause of any unsanctioned foreign economic boycott.

b. Import and Export

Suppliers shall ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the import and export of parts, components, and technical data; these include the International Traffic in Arms Regulation and the Export Administration Regulations. Suppliers shall provide truthful and accurate information and obtain export licenses and/or consents where necessary.

Supplier shall 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

c. Conflict Minerals

Supplier shall source their minerals responsibly and to ensure that their supply chains do not contribute to funding armed conflict. Consistent with the U.S. Dodd Frank Act and EU Conflict Minerals Regulation. "Conflict Minerals" are 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).

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 the Country of Origin, when and where the Goods were provided, and the type of mineral. In addition, Supplier will have documented processes 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.

Supplier will periodically respond to conflict mineral questionnaires, including the standardized Conflict Minerals Reporting Template (CMRT) submitted by Buyer, detailing its efforts to track the source smelters and supply chain of relevant metals.

9. Confidentiality & Intellectual Property

Supplier shall:

- a. take proper care in safeguarding intellectual property rights and sensitive information including confidential, proprietary and personal information. Transfer of technology and know-how shall be only be used within the scope of the business purposes and not for purposes of advertisement, publicity, and the like unless prior written authorization is obtained by the owner of the information. Exchanges of confidential information must be pursuant to a written confidentiality agreement between Buyer and Supplier. Supplier shall 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.

- b. respect and comply with all the laws governing intellectual property rights assertions, including protection against disclosure, patents, copyrights, and trademarks.
- c. protect confidential and proprietary information of others, including personal information, from unauthorized access, destruction, use, modification, loss, and disclosure, through appropriate organizational, physical and electronic security procedures.
- d. comply with all applicable data privacy and protection laws.
- e. commit to protecting **their technology** systems to avoid unauthorized access to and disruption of their systems.
- f. commit to safeguard their assets and the information entrusted to them so as to protect the interests of their customers, employees, consumers and suppliers.

Suppliers shall not use material, non-public information obtained in the course of business as the basis for trading or for enabling others to trade in the securities of StandardAero or those of any other company.

10. Cybersecurity and Data Protection

Supplier must implement and maintain cybersecurity industry standards to protect the confidentiality, integrity, and availability of data, systems, and networks ("**Information Assets**"). This includes compliance with applicable cybersecurity laws, regulations, and best practices such as NIST Cyber Security Framework, ISO 27001, and other relevant security standards. In order to protect Information Assets, Supplier are required to:

- a. implement practices and procedures to ensure the security of their supply chains in accordance with the Customs-Trade Partnership Against Terrorism initiative of the United States Department of Homeland Security.
- b. ensure that all sensitive, proprietary, and personally identifiable information (PII) provided by StandardAero is handled securely and only used for its intended purpose.
- c. implement risk management processes to assess and mitigate cybersecurity threats, including regular security audits, vulnerability assessments, and

employee training programs.

- d. implement strong access controls, including restricting access to sensitive data and systems to authorized personnel only, use multi-factor authentication (MFA) for privileged accounts, and enforce the principle of least privilege (PoLP)
- e. ensure data protection mechanisms are in place by encrypting data in transit and at rest using industry-standard encryption protocols, securely store and process company data in accordance with contractual agreements, and implement data loss prevention mechanisms.
- f. conduct continuous security monitoring to detect and respond to potential threats, maintain a documented incident response plan to manage and report cybersecurity incidents, notify StandardAero immediately of any security breach or unauthorized access to its data.
- g. conduct periodic penetration testing and vulnerability assessments, implement a risk management program to address cybersecurity threats, and maintain up-to-date security patches and software updates.

Any third parties engaged by the supplier must also comply with these security requirements to protect StandardAero's information from potential risks.

ii. 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 a written code of conduct to companies providing goods and services to Supplier.

12. Compliance Assurance

Supplier is expected to perform its duties and expectations in compliance with all applicable laws and regulations. Buyer reserves the right to monitor compliance with this Supplier Code of Conduct using a reasonable and risk-based approach and framework that is suitable for small and diverse-owned businesses as well as larger businesses with more mature compliance programs. This may include verification through self-assessment/questionnaires, on-site audits and/or other means of due diligence. Buyer recognizes that small and diverse-owned businesses may be challenged to meet some of the expectations set forth. Buyer is committed to working with these businesses to achieve a reasonable level of compliance given their unique circumstances. If requested, suppliers are expected to provide written information, including, policies, procedures, and data regarding the topics included in this code. Suppliers are expected to self-monitor

their compliance with this Supplier Code of Conduct while conducting business with or on behalf of StandardAero and to inform in a timely manner of any non-compliance. Any supplier that does not comply fully with this Supplier Code of Conduct, is expected to remediate any lapses to StandardAero's satisfaction in a timely manner. Failure to agree upon a remediation plan, or failure to implement it, could adversely affect the ability to be awarded additional work and/or result in termination.

13. Reporting and Grievance Procedure

Supplier shall immediately report to Buyer notice of known breach of this Supplier Code of Conduct. Supplier and its employees are required to provide avenues to raise legal concerns or ethical issues and make reports without fear of retaliation. Supplier shall take action to prevent, detect and correct retaliatory actions. 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. In the case of a violation of law or regulation, Buyer may be required to report those violations to proper authorities.

Please contact StandardAero,

Please contact the Ethics Director confidentially at ethics@StandardAero.com.

Complaints can be submitted anonymously (where permitted by law) at MyVoice hotline at 1-866-727-4714 or visit the website link to make a comment, voice a concern or file a complaint at: www.standardaero.ethicspoint.com.

StandardAero prohibits retaliation, intimidation, or harassment against anyone who, in good faith, reports a suspected violation.