

# SUPPLIER

CODE OF CONDUCT

ETHICS & COMPLIANCE

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## Message to our suppliers

We at Alestis are convinced that maintaining an ethical and responsible management is the only way to contribute to a sustainable development across all its facets, giving the same importance to the results as to the way we achieve them.

This balance is only possible if each and every member of the supply chain assumes the firm commitment to establish the same ethical and compliance framework, encouraging and promoting the highest standards of responsibility in our actions, regardless of the geographical area in which we carry out our activity. This will be the driving force underneath the creation of a collaboration, understanding and mutual trust environment, which will be decisive for the establishment of stable and sustainable business relationships.

Within this framework, Alestis publishes the Code of conduct for suppliers ("the Code"), as an extension of Alestis' Code of Ethics.

Principles set out in this Code, which are universally accepted, complete and complement conditions and requirements imposed by local, national and international standards, as well as those that we voluntarily assume and integrate into our business relationship.

Therefore, respecting such principles is meant to be an essential criterion not only for the evaluation and selection of the members of Alestis' supply chain, but also for the maintenance of the relationship.

With this, we try to go beyond strict compliance with the law, assuming that each one of us has the responsibility to act ethically and to comply with the law itself, the Code and good practices.

That is why Alestis expects all its partners to share and assume the principles and values contained in this Code, extending this commitment to their own partners.



Sincerely,

**María Eugenia Clemente Zárate**  
CEO Alestis Aerospace S.L.

*The provisions of this Code are without prejudice to the additional conditions and requirements that may be established in the applicable legislation, in the regulations of the different jurisdictions where Alestis and the Suppliers carry out their activities and in the contracts entered into with each supplier.*

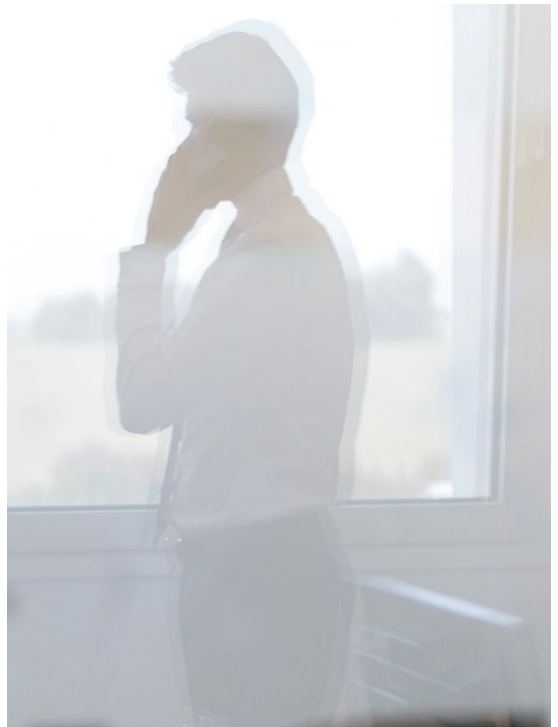
# 1. Scope of application

## 1.1. Subjective scope

The Supplier's Code of conduct applies to and binds **any third party with whom Alestis maintains, or has initiated discussions to maintain, a business relationship** (hereinafter, "Supplier"), regardless of the way in which it is implemented (collaboration agreement, commercial contract, etc.).

Likewise, it is applicable to all third parties with whom the Supplier relates for the fulfilment of the commercial relationship established with Alestis, and the Supplier is obliged to communicate its content and ensure its compliance.

For the purposes of this Code, the term "third party" is to be understood in a broad sense: suppliers, agents, consultants, advisors, etc.



## 1.2. Geographical scope

The Code applies to **all** Suppliers and subcontractors regardless of their nationality and the place where the activity that is the object of the business relationship is carried out.



## 2. Principles of conduct

This Code outlines the **basic and minimum standards of ethical, social and environmental conduct** expected from Suppliers working either for or on behalf of Alestis or any of its subsidiaries

Therefore, Alestis trusts all of them to share the basic principles set out herein, and to assume the firmly commitment to comply with it themselves and to extend its compliance to their own suppliers. The above does not preclude them for having their own policies and procedures aligned to the spirit of provisions herein.

Principles of conduct set out in this Supplier Code are structured in three blocks:

- In their relationship with their employees
- In its relationship with Alestis and with third parties
- In its relationship with the environment

### 2.1. In the relationship with its employees

Our actions must be guided at all times by respect for the individual characteristics and dignity of people.

Therefore, Alestis expects all Suppliers to (i) scrupulously protect and respect internationally recognized Human Rights - set forth in the International Bill of Human Rights, as well as in the conventions that develop it and recommendations of the International Labor Organization ("ILO") - and (ii) to include in their practices behaviours aligned with them.

Particularly, Suppliers shall promote and respect, among others, the following principles:

#### 2.1.1. Avoidance of child labor

Supplier shall avoid and ensure that no child labor is used in any phase of their activities, in line with the standards established by the International Labor Organization.

#### 2.1.2. No forced labor

Supplier will not tolerate any type of slavery, servitude, forced or coerced labor, or human trafficking in any of its Suppliers or in its supply chain, outright rejecting any manifestation of violence, exploitation, physical, psychological or moral harassment.

### **2.1.3. Prohibition of discriminatory practices and harassment**

Alestis has a strong sensitivity to the diversity of people it works with and is committed to treating them in an equitable and respectful manner.

In this sense, Supplier shall establish appropriated measures to avoid any conduct that could involve discrimination in access to work and professional promotion, remuneration, treatment or any other type of situation, for any reason, such as race, nationality, gender, age, religious, political or sexual orientation, marital status or social origin.

Likewise, Supplier shall prevent or act immediately, where appropriated, in the event of any abusive, humiliating or offensive behavior or to those ones that could be classified as harassment, whether physical or psychological.

### **2.1.4. Respecting freedom of association and collective bargaining**

Supplier shall establish an open and constructive dialogue with their employees and their representatives, respecting their right to freely associate, to be members of works committees and to participate in collective bargaining; all the above without any retaliation arising from the exercise of such rights.

### **2.1.5. Health and safety at work**

Within the framework of labor relations, Alestis is committed to the protection, safety and health of its employees and expects Suppliers to assume the same commitment, providing a well-being working environment.

In this regard, Supplier shall protect its employees against any chemical, biological, physical or any other kind of risks, taking the appropriate preventive controls. Likewise, it shall provide them with the necessary means to carry out their duties with the adequate hygiene and safety measures in order to prevent accidents and damage to their health, and which minimize, as far as possible, risks associated to the performance of their activity.

### **2.1.6. Working time, wages, benefits**

Supplier shall remunerate its employees respecting applicable wage laws and collective labor agreements, ensuring their right to rest and working hours, according to labor legislation in force in their activity sector.

## 2.2. In its relations with Alestis and with other third parties

Alestis considers ethics to be an essential pillar in the performance of its activity, underpinning the way it acts and relates to third parties.

Therefore, it expects its suppliers to act within a framework of equivalent values, enabling sustainable relationships to be established, based on the following principles:

### 2.2.1. Transparency

Supplier shall keep an honest, upright and transparent performance in its activity. In this regard, it shall strictly follow accounting standards and principles and shall keep its records of all documentation relating to its relationship with Alestis in a correct and comprehensive manner.

The commercial, financial and/or business information furnished by the Supplier to Alestis in the course of their relationship shall be truthful, complete and not misleading.

### 2.2.2. Business integrity and fair competition

Alestis maintains a **“zero tolerance”** policy towards any expression of corruption, and expects Suppliers neither to practice nor to permit any behaviours in which it may manifest itself, in its broadest sense, that is, bribery, extortion, fraud, facilitation payments, etc., whether public or private. Furthermore, Alestis expects Supplier to comply with laws, directives and other regulations governing operations in the countries in which it carry out its business activities.

Supplier may not offer or accept any type of undue advantage in the performance of its activities for or on behalf of Alestis, make payments or other kinds of offers or benefits, engage in situations through which they intend to or could obtain favourable treatment or other situations that could affect the impartiality and objectivity of the commercial relationship; and shall establish mechanisms to ensure such objectivity in the performance of its activities.

Benefits include, but are not limited to: personal services, job offers, travel, preferential treatment, special discounts or anything else of value.

Gifts, invitations and/or acts of hospitality offered or given by a Supplier to Alestis' employees are generally prohibited. As an exception to the above, Supplier may offer or provide gifts, invitations and hospitality, unless under in a bidding process with Alestis, in strictly compliance with Alestis Gifts and Hospitality Guide in force at any given time. The aforementioned Guide sets a general limit of € 50 or equivalent currency. If a gift is permitted, it must be made in full transparency manner and it shall never be sent to the home address of Alestis' employee.

Supplier must prevent its employees from incurring or potentially incurring in situations of conflict of interest with Aletris' ones, and shall implement the appropriate mechanisms for the management of such situations and the preservation of impartiality.

Likewise, Aletris promotes free competition in its negotiations and operations, in any of the countries in which it operates. Therefore, Supplier shall conduct itself in an ethical manner vis-à-vis their competitors and undertake not to encourage irregular commercial practices or engage in actions that illegally or improperly restrict trade or competition or that violate antitrust and competition laws.

### **2.2.3. Use of Aletris' assets**

In the performance by the Supplier of the business relationship established with Aletris, it may find itself in the situation of needing assets owned by Aletris (goods, supplies, computer equipment, etc.). Shall Aletris assign those assets to the Supplier, it must act in a responsible manner and ensure that they are used by duly authorised persons and for the purposes for which they have been ceded, establishing protection measures equivalent to those applied on their own assets.

Aletris' assets include its reputation and corporate image. Supplier must avoid situations that could potentially harm or jeopardise them, which could be caused either by its employees or by its subcontractors.

### **2.2.4. Protection of information and intellectual and industrial property**

Supplier shall protect and make appropriate use of the information to which they have access in the framework and by virtue of their relationship with Aletris, maintaining its confidential nature.

Likewise, it shall ensure privacy of personal data, avoiding any use outside the purposes of the relationship, either during the relationship or once it has ended, ensuring that it has the corresponding legitimate bases and respecting the principles of treatment envisaged in the applicable regulations.

Supplier shall implement security measures it deem necessary or merely convenient to ensure that the information is adequately protected in accordance with its nature and level of risk.

Additionally, Supplier shall ensure protection of Aletris' and third parties' intellectual and industrial property rights to which they have access in the performance of the commercial relationship, thereby respecting legislation in force in each country.

Any use by the Supplier of Aletris' image, logo or brand must be previously authorised by Aletris.



### 2.2.5. Operational and product quality and safety

Supplier shall ensure at all times that products delivered and services provided comply with the legal and contractually established quality parameters, both from processes and final results point of view, as well as with any other requirements agreed with Alestis.

Alestis cooperates with the Aeronautical Authorities in the field of Operational and Product Safety, and expects its suppliers to contribute by reporting to Alestis any risks or hazards affecting the aforesaid products, in order to be analysed and evaluated, effectively contributing to aviation safety.

In the development of its activity, Alestis promotes a "Fair Culture" policy. This culture encourages the identification and voluntary reporting of risks in operations, processes and products, not seeking to blame employees for their actions, omissions or decisions when they are in accordance with their experience and training, as long as there is no gross negligence, intentional violations or destructive acts.

As a security and quality assurance, Alestis expects the Supplier to apply a similar policy, through which it contributes to the maintenance of the demanding standards required in this field.

## 2.3. In their relationship with the environment

Alestis is fully aware that, as members of the society, its activity may have an impact on the environment. It is therefore committed to the development of sustainable business practices through which this impact gets minimised.

Supplier shall maintain a respectful attitude towards society and stakeholders affected by activities they carry out for Alestis, avoiding situations that have or may have negative consequences on environment, people's well-being or on the balance of natural systems where they operate.

Accordingly, Supplier shall promote criteria of respect and environmental responsibility, ensuring compliance with the applicable environmental regulations, identifying, managing and minimising the negative impacts that may derive from their activity.



### 3. Compliance, evaluation and control

Compliance with **this Code is mandatory** for Alestis' Suppliers and subcontractors. Its provisions are without prejudice to any additional conditions and/or requirements that may be established in the applicable legislation and in the contracts formalised between Alestis and each supplier.

Acceptance and full compliance with this Code is essential for the maintenance of the relationship with Alestis, thereby expressly undertaking the Supplier the following obligations:

- a. Comply with and ensure that all employees directly or indirectly involved in the business relationship with Alestis are aware of and comply with the provisions of this Code.
- b. Give and ensure that any third party with whom it collaborates in the execution of the business relationship with Alestis assumes equivalent values and principles to the ones established in this Code.
- c. Have or implement management systems adapted to their particular circumstances, such as size, location, etc., that ensure compliance with applicable laws and with Alestis expects by this Code, foreseeing the implementation of appropriate measures to detect and act against the risks of non-compliance.
- d. Inform Alestis of any (i) non-compliance with this Code by Supplier' employees or by any subcontractor and (ii) of the refusal of any subcontractor to comply with this Code.
- e. Immediately inform Alestis in the event that they are involved in legal proceedings that could affect Alestis, from a financial and/or reputational point of view

Suppliers shall enable Alestis to **evaluate** the proper compliance with the terms of this Code, by providing the information and/or documentation that is reasonably required by Alestis to this end, and shall actively cooperate for the satisfactory completion of such evaluation.

**Failure to comply** by the Supplier with standards and principles of this Code may have a negative impact on its relationship with Alestis and may lead to the adoption of measures depending on the severity of the breach, ranging from a simple admonishment to the requirement of corrective action plans or to the suspension and/or termination of the contractual relationship, without prejudice to other legal or administrative actions that may be deemed appropriate.

## 4. E&C Channel

Alestis provides all its Suppliers with a channel through which they must report, in good faith, any irregularity, non-compliance or suspected non-compliance with the provisions of this Code ("E&C Channel"). E&C Channel can be accessed through the Company's website [www.alestis.aero](http://www.alestis.aero) and through this QR code.



Communications made through E&C Channel must truthfulness and **good faith** criteria, and may not be used for purposes other than those intended to comply with this Code or the legislation in force.

Good faith communication entails providing information in an honest, complete and accurate manner, acting in the rational belief that the facts or indicia are true, even if it is later proven to be erroneous.

Communications should preferably be nominative and will be treated by the Alestis Ethics and Compliance Department with scrupulous observance of confidentiality and in compliance with current legislation on the protection of personal data.

Alestis expressly prohibits adoption of any type of **retaliation** against anyone who, in good faith, reports possible irregular behaviour in good faith or against those who may collaborate in the investigation. The Supplier undertakes to adopt a non-retaliation policy towards good-faith whistleblowers belonging to their own company.

People who inform through E&C Channel may exercise their rights regarding protection of personal data by sending a communication to Alestis Aerospace, S.L., located at Ctra. N-339, km. 1,5 (Barriada del Avión Street), La Rinconada (Sevilla, Spain), CP 41300; or by sending an email to [eyc@alestis.aero](mailto:eyc@alestis.aero).

## 5. Validity and update

This Code has been approved by Alestis' Management Committee on September 8<sup>th</sup>, 2022, being effective from such moment.

The Code will be periodically reviewed and updated, adapting its content to social requirements and changes and to Alestis' particularities, and the latest version will be available on Alestis' website ([www.alestis.aero](http://www.alestis.aero)).

## 6. Supplier's commitment

Alestis is firmly committed to maintaining the highest standards of responsibility in its actions, as the basis for building and maintaining a sustainable business relationship.

Within this framework, Alestis publishes this Code of Conduct for Suppliers, which establishes the minimum guidelines for ethical, social and environmental conduct that Alestis expects from all Suppliers working for or on its behalf or any of its subsidiaries.

The Supplier expressly undertakes to know and comply with the principles contained in the Code, to extend its content to all its employees and members of its supply chain who participate in any way in the relationship with Alestis, and to ensure compliance by all of the above.

Signing the Code implies full acceptance of its provisions, without any kind of reservation, for the business relationship maintained with Alestis considered as a whole, so that it will be integrated into any business practice that is carried out under its scope

Supplier's Name

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Name and title of the authorised representative

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Signature and date

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