

## Universal Weather and Aviation, Inc. – Supplier Code of Conduct

### OVERVIEW

As an industry leader, Universal Weather and Aviation, Inc. (“Universal”) is committed to operating its business with honesty, fairness, and integrity. With 50-plus years in the aviation services business, we are dedicated to and experienced in working closely with third party providers of goods and services to enhance our clients’ experience, whether our clients are operating their aircraft within the United States (U.S.) or anywhere in the world.

Moreover, we expect our third party providers of goods and services to follow specific standards of operation set forth in this code of conduct (“the Code”) while transacting business with, at the request of, or on behalf of Universal and any of its subsidiaries and affiliated companies, and in delivering such goods or services to clients. The Code focuses on the areas of Regulatory Compliance, Business Practices and Ethics, Labor and Human Rights Practices, Compliance Monitoring, and Reporting. The Code applies to third party services providers commonly referred to as suppliers, vendors, contractors, consultants, agents, and any other third party providers of goods and services who do, or seek to do, business with, at the request of, or on behalf of Universal or any of its subsidiaries and affiliated companies (collectively, “Suppliers”).

### REGULATORY COMPLIANCE

Suppliers are expected to be in full compliance with the applicable laws and regulations in the countries where they operate while transacting business with, at the request of, or on behalf of Universal, and any of its subsidiaries and affiliated companies, and in delivering goods and services to clients, and, in addition::

- Comply with all economic sanctions or trade embargoes that the U.S. has adopted to halt trading, whether they apply to foreign countries, political organizations or particular foreign individuals and entities, as well as all applicable export, re-export, and import laws and regulations.
- Comply with antitrust and fair competition laws that govern the jurisdictions in which Supplier conducts its business.
- Refrain from participating in international boycotts that are not sanctioned by the U.S. government or applicable laws.
- Observe the standards of conduct set forth in the U.S. Foreign Corrupt Practices Act (“FCPA”), the UK Bribery Act of 2010, and the anti-corruption and anti-money laundering laws of the countries in which Supplier operates. Suppliers are expected to comply with all applicable anti-

corruption and anti-money laundering laws, including the FCPA, as well as laws governing lobbying, gifts and payments to public officials, political campaign contribution laws, and other related regulations. Accordingly, Suppliers should not, directly or indirectly, offer or pay anything of value (including travel, gifts, entertainment expenses, and charitable donations) to any official or employee of any government, government agency, political party, public international organization, or any candidate for political office to (i) improperly influence any act or decision of the official, employee, or candidate for the purpose of promoting the business interests of Universal, its subsidiaries and affiliated companies, in any respect, or (ii) otherwise improperly promote the business interests of Universal, its subsidiaries and affiliated companies, in any respect. As representatives of Universal, its subsidiaries and affiliated companies, Suppliers are expected to comply in all respects with Universal's FCPA/Anti-Corruption Policy (attached hereto as Exhibit "A").

- Avoid the giving of or receiving of kickbacks of any kind, whether in dealings with public officials or individuals in the private sector.

## BUSINESS PRACTICES AND ETHICS

Suppliers are expected to conduct their business interactions and activities with integrity and will, without limitation:

- Honestly and accurately record and report all business information and comply with all applicable laws regarding their completion and accuracy. Such records should be maintained for at least one (1) year following delivery of the goods or completion of the services to which they relate.
- Establish and maintain appropriate business standards. Supplier should exercise reasonable care and diligence to avoid any real or apparent impropriety and to prevent any actions or conditions which could result in a conflict with the best interests of Universal, its subsidiaries and affiliated companies, and their clients. This obligation applies to the activities of Supplier's employees, agents, and any others who provide, perform, or assist in the provision of goods and services to Universal's clients, in all interactions, professional or personal, with employees and agents of Universal, its subsidiaries and affiliated companies, and clients.
- If offered by Supplier, provide only modest, reasonable gifts, meals, and entertainment to Universal employees within the boundaries of what is lawful and customary in a normal business relationship for our industry. At no time should a gift be offered where doing so could create the appearance of influencing (or attempting to influence) the business decision of the Universal employee receiving the gift. A gift is anything of value (e.g., promotional items, food, beverages, and tickets to cultural or sporting events).
- Comply with all applicable laws and regulations governing the protection, use and disclosure of Universal's confidential, proprietary, and personal information and all information belonging to Universal's clients. Confidential or proprietary information includes any information labeled, marked, or treated as confidential and proprietary information, and includes the identity of

Universal's clients (including lists thereof), information from or about Universal's clients and their activities, its suppliers (including lists thereof), and its business methods, techniques, practices and pricing.

## Labor and Human Rights Practices

Suppliers are expected to operate their workplaces in a manner that adheres to the following minimum practices:

- **Health and Safety** – Suppliers are expected to comply with all applicable safety and health laws and regulations in the countries in which they operate. In addition, Suppliers are expected to provide employees with a safe and healthy work environment. They should take proactive measures that support accident prevention and minimize health risk exposure. Suppliers are expected to have strict procedures that prevent its employees from possessing, selling, trading, offering for sale, or using illegal drugs, or engaging in illegal use of drugs, while providing goods or services to, at the request of, or on behalf of Universal, its subsidiaries and affiliated companies, and its clients. Additionally, Suppliers are expected to have strict procedures in place that prevent employees from consuming alcoholic beverages while providing goods or services to, at the request of, or on behalf of Universal, its subsidiaries and affiliated companies, and its clients.
- **Child Labor** - Comply with all applicable child labor laws and employ only workers who meet the applicable minimum legal age requirement in their countries of operation.
- **Coercion, Harassment, and Discrimination** - Suppliers are expected to adhere to Universal's commitment of providing a workplace free of harassment and unlawful discrimination. Universal recognizes and respects the cultural differences of the countries in which we have relationships; however, we expect our Suppliers to refrain from engaging in practices that discriminate in hiring, compensation, training, promotion, or termination, based on race, color, sex, national origin, religion, age or disability. Suppliers should refrain from using harsh and inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, or verbal abuse of workers and should not threaten any such treatment.
- **Forced Labor** - Universal does not condone the use of forced, involuntary or slave labor and endeavors not to purchase goods or services from companies using forced, involuntary, or slave labor. Additionally, Universal does not condone Suppliers who accept any form of human trafficking or retention of important personal documents of employees. Suppliers are expected to certify that their products and services comply with the slavery and human trafficking laws of the country or countries in which they do business.
- **Wages and Benefits** - Wages and benefits paid are expected to meet, at a minimum, applicable local laws and regulations requirements. Workers are expected to be paid in a timely manner, and the basis on which workers are being paid must be clearly conveyed to them in a timely manner.
- **Working Hours** - Suppliers are expected to comply with applicable local, state and national laws and industry practices on working regular and overtime hours.

- Environment - Suppliers are expected to conduct their operations in a way that is environmentally responsible and minimizes the impact on natural resources and protects the environment, customers, and employees. Suppliers are further expected to comply with all laws, regulations, ordinances, rules, permits, licenses and approvals regarding the environment in their countries of operation.

## Compliance Monitoring

Universal believes that an effective and responsible monitoring and reporting system is critical to the successful implementation of this Code. Therefore, Suppliers will be required every two (2) years to certify their compliance with Universal's Supplier Code of Conduct. In addition, Suppliers are expected to maintain all documentation that may be needed to verify compliance with Universal's Supplier Code of Conduct and with any agreement(s) between Supplier and Universal, its subsidiaries and affiliated companies. All such documentation must be accurate (i.e. free from any attempt to falsify or mislead) and be made available promptly upon request by any person of Universal conducting an audit.

Universal reserves the right to inspect and audit Suppliers' books and records and/or authorize a third party to inspect and audit Suppliers' books and records with regard to the goods and services provided to Universal, its subsidiaries and affiliated companies, or its clients, by providing ten (10) days' written notice to any Supplier.

## REPORTING

For questions or comments concerning the Universal Supplier Code of Conduct, or to report any violations of the Code, please contact in any of the following ways:

**Telephone:** Chief Compliance Office 713-947-5523

**E-mail:** Chief Compliance Office ([cco@univ-wea.com](mailto:cco@univ-wea.com))

**Universal's AlertLine:**

**Website:** <https://universalweather.alertline.com/gcs/welcome>

**Telephone:** +1 (877) 874-8416

Online Version: Universal's Supplier Code of Conduct is available by request from [CCO@univ-wea.com](mailto:CCO@univ-wea.com).