



SR Technics Supplier Code of Conduct

Sourcing & Vendor Management
Version 1.0
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Introduction

SR Technics group of companies as a leading MRO have ambition to contribute to an aviation industry that is safe, sustainable and responsible, along with its stakeholders. SR Technics Switzerland Ltd. and its subsidiaries (hereinafter individually and collectively "**SR Technics**") are committed to a procurement strategy founded on this Supplier Code of Conduct (the "**Code**"). It stands for socially and environmentally responsible business practices as well as ethical corporate governance, which shall be extended to SR Technics' supply chain, which includes suppliers of goods and services, contractors and consultants (hereinafter each a "**Supplier**" and collectively "**Suppliers**").

This Code sets out the key principals of conduct and workplace standards we expect from our Suppliers. This Code compliments SR Technics' internal "Code of Ethics", which outlines the standards and behaviors expected within the company. This Code is based on the ten principles of the UN Global Compact [The Ten Principles | UN Global Compact](#) as well as related international standards including but not limited to the UN Guiding Principles on Business and Human and the Children's Rights [guidingprinciplesbusinesshr_en.pdf \(ohchr.org\)](#) and the OECD Guidelines for Multinational Enterprises [Guidelines - Organization for Economic Co-operation and Development \(oecd.org\)](#).

This Code is an integral part of all business relationships between SR Technics and its Suppliers, irrespective of their business location. We expect all our Suppliers to uphold the standards outlined in this Code and to continuously improve their performance. By working together, we can create a more ethical and sustainable supply chain. Each Supplier should ensure that the relevant aspects outlined in this Code are complied with and should be ready to report progress during the course of the relationship. Your commitment is key to SR Technics.

In order to ensure these standards are cascaded throughout SR Technics' supply chain, Suppliers are expected to hold their suppliers and subcontractors to the standards and practices covered here.

1. Definitions

In this Code, the following abbreviations shall have the following meaning:

CAHRA	means Conflict Affected and High-Risk Areas - Areas in a state of armed conflict, fragile post-conflict areas, as well as areas witnessing weak or non-existing governance and security, such as failed states, and widespread and systematic violations of international law, including human rights abuses.
ILO	means International Labour Organization – International organization setting basic principles and rights at work.
REACH	means Registration, Evaluation, Authorization and Restriction of Chemicals - Regulation of the European Union, adopted to improve the protection of human health and the environment from the risks that can be posed by chemicals, while enhancing the competitiveness of the EU chemicals industry.
RoHS	means Restriction of Hazardous Substances - Directive of the European Union on the restriction of the use of certain hazardous substances in electrical and electronic equipment.

SVHCs means Substance of Very High Concern - Substances of very high concern show at least one of the following properties: carcinogenicity, germ cell mutagenicity, reproductive toxicity, PBT (persistent, bioaccumulative and toxic), vPvB (very persistent and very bioaccumulative), comparable properties of concern (for example endocrine disrupting properties).

2. Compliance with the Law

As part of corporate responsibility and a superior principle, the Supplier must comply with all local, national, and international laws and regulations and other applicable official requirements.

In addition, the Supplier must ensure that their operations, products, and services comply with all applicable environmental, health, and safety regulations.

3. Responsible Sourcing of Materials

3.1. General

The Supplier shall exercise due diligence on materials in its supply chains. The Supplier shall develop due diligence policies and management systems in order to identify risks and take appropriate steps to mitigate them. Due diligence shall be conducted throughout the Suppliers' supply chain in order to determine whether relevant materials originate from regions with high risks. These high-risk areas include those associated with conflict, child labor, forced labor or human trafficking, human rights violations (such as widespread sexual violence), or other reasonably objective high-risk activities, including severe health and safety risks and negative environmental impacts. The Supplier shall undertake necessary measures to comply with all applicable laws and regulations regarding prohibitions of the manufacture and use of chemicals and materials classified as substances of very high concern (SVHCs), e.g., RoHS and REACH, and to provide evidence of this on request.

In addition, SR Technics' Suppliers are urged to exert their utmost efforts in developing and manufacturing innovative technologies, processes, and products with minimal environmental footprint across their life cycles.

3.2. Responsible Minerals Supply

SR Technics' Suppliers must adhere to all relevant laws and regulations concerning the supply of certain minerals (tin, tungsten, tantalum, and gold, so called 3TG) originating from conflict-affected or high-risk areas such as war zones or areas with widespread systematic violations of international law (see the CAHRAs list providing an indicative assessment in connection with Regulation EU 2017/821). Each Supplier must establish a policy to ensure that those ores in their products do not directly or indirectly fund armed groups that violate human rights. Additionally, the Supplier must demonstrate due diligence in sourcing and tracing such ores and require their suppliers to do the same.

4. Human rights

All SR Technics' Suppliers must respect and support the UN's Universal Declaration of Human Rights [Universal Declaration of Human Rights | United Nations](#) and render its services in compliance with its principles. The Supplier must respect human rights in all of its operations. This includes respecting the rights of its employees, the communities in which it operates, and other stakeholders. The Supplier

must not engage in any form of discrimination or harassment, and it must ensure that its operations does not violate the human rights of any individual or group.

5. Labor Conditions

5.1. Child Labor

The use of child labor by the Supplier is prohibited, unless in full compliance with applicable law, regulations and international conventions (e.g. in connection with vocational training).

The term child labor as used herein shall have the meaning as given to it in ILO Convention No. 182 “Worst Forms of Child Labour Convention, 1999” (the “ILO Convention”) and is defined as the work of persons under the age of 18. Worst forms of child labor as per ILO Convention include child slavery and work involving children in illegal or potentially harmful activities. In addition, in countries that have ratified the ILO Convention, any other form of child labor prohibited under local law also qualifies as worst form of child labor. In countries that have not ratified ILO Convention, any work performed by children under the age of 15 or who are in compulsory education, and any work performed by persons under the age of 18 that is likely to be dangerous to the life, health, or morals of juveniles, is also considered to be worst form of child labor. The UNICEF's Children's Rights in the Workplace Index can provide an additional indication for inadmissible child labor, however, it is not sufficient on its own to establish a reasonable suspicion.

In case child labor is identified, the Supplier must take appropriate action to responsibly manage the removal of child labor from its business in a way that is in the best interest of the child.

5.2. Health and Safety

SR Technics' Suppliers shall provide safe and healthy working conditions for their employees. This includes risk assessment of all tasks and mitigating the risk as far as reasonably foreseeable and reasonably practicable as well as providing appropriate safety equipment and training to prevent accidents and injuries in the workplace. The Supplier must also comply with applicable labor regulations, including those related to working hours and breaks as well as the ILO Occupational Safety and Health Convention (No. 155) and its Recommendation (No. 164).

5.3. Management Commitment

The Supplier shall set a policy and objectives for health and safety. A competent and qualified health and safety responsible person shall be appointed and shall report into an appropriate level of the Supplier's organization.

5.4. Investigation

The Supplier shall put in place processes to record and investigate accidents, near misses and first-aid events. This investigation will include a root cause analysis and preventative and corrective actions to prevent reoccurrence. The Supplier shall not take punitive measures against its employees for reporting or having accidents, near misses or first-aid events.

5.5. Safe Working Environment

The Supplier shall routinely assess its work environment for health and safety hazards and eliminate, control or mitigate any identified risks, including management of lone work risks. The Supplier shall provide workers with appropriate workplace health and safety training in their primary language. Health-

and safety-related information shall be accessible at the point of work. The Supplier shall issue its employees with the necessary personal protective equipment, at no cost, to protect their health, safety and welfare.

The Supplier shall monitor its working environments to assess the exposure of workers and visitors to occupational health hazards, including but not limited to chemical exposure, dust, noise and fumes.

5.6. Emergency Response

The Supplier must identify and plan for emergency situations, and implement and train its workers on response systems, including emergency reporting, alarm systems, worker notification and evacuation procedures, worker training and drills, first-aid supplies, fire detection and suppression equipment, and accessible exit facilities.

5.7. Contractor Management

The Supplier shall have health and safety processes to ensure effective contractor management.

5.8. Housing Conditions

The Supplier shall provide workers with reasonably accessible and clean toilet facilities and potable water. Supplier-provided dining, food preparation and storage facilities shall be in proper sanitary condition. Worker dormitories provided or organized by the Supplier shall be clean and safe and shall provide reasonable living space.

5.9. Forced labor

The Supplier must ensure that it does not benefit from any form of forced or compulsory labor or any other form of involuntary labor or service which is extracted from any person under coercion, harassment, menace of any penalty such as the use of physical punishment, confinement or threats of violence. The Supplier must prevent any involvement in all forms of modern slavery, including human trafficking, forced, bonded or indentured labor.

5.10. Wages, Benefits and Working Hours

The Supplier shall adhere to all applicable laws regarding working hours, wages, social security payments and overtime payments. Workers shall be paid at least the minimum legal wage or better. Where there is no legislated minimum wage, the Supplier must be able to demonstrate that an employee's wages meet industry norms. Wages shall be paid promptly and in full.

The Supplier will limit working hours and overtime to levels that are humane and safe and will ensure productive working conditions. Workers shall receive annual leave and public holidays in accordance with local law or better.

5.11. Employment Contracts

All employees shall be provided with written and understandable information in their local language about their employment conditions in respect to wage, benefits and working hours.

5.12. Deductions

The Supplier shall not allow deductions from basic wages as a disciplinary measure. Disciplinary measures must be based on documented disciplinary procedures that are communicated to all staff. All instances of disciplinary action shall be recorded.

5.13. Freedom of Association

The Supplier shall respect its employees' right of freedom of association, including the right to collective bargaining, the right to join a trade union and all other workplace rights as mandated by legislation. Where there is legislation that mandates the election of work representatives or the establishment of joint consultative mechanisms, the Supplier shall make sure these are in place.

5.14. Discrimination

The Supplier shall not discriminate, and shall promote equal opportunity, in hiring and employment practices, including wages, on the grounds of criteria such as of ethnic origin, color, religion, gender, age, physical ability, national origin, sexual orientation, political affiliation, union membership, medical condition or marital status.

5.15. Privacy

The Supplier shall protect the employees' privacy whenever the company gathers employee information for genuine use.

5.16. Immigration Compliance

The Supplier may only engage workers who have a legal right to work. If the Supplier engages foreign or migrant workers, such workers must be engaged in full compliance with the immigration and labor laws of the host country.

5.17. Grievance Processes

The Supplier shall have a formal grievance mechanism for workers to report incidents of harassment, abuse, breaches of privacy or other concerns. All grievances should be investigated, and appropriate action taken to address the issues raised and to prevent any further occurrence. Suppliers should ensure that grievance mechanisms allow for confidential reporting of concerns without fear of retaliation.

The grievance mechanism should be easily accessible to all workers, including those who may face language or literacy barriers. Suppliers should ensure that grievances are addressed and resolved in a timely manner, with feedback provided to the complainant.

6. Environmental Standards

SR Technics is supporting the Paris Agreement objectives for the decarbonization of the economy and the achievement of the Net Zero Carbon Emissions target in its industry and beyond by latest 2050. We expect our Suppliers to adopt procedures and practices to minimize their impact on the environment, and to work collaboratively with SR Technics to reduce its impact in its operations and supply chain. This includes complying with all environmental laws, regulations, permits, minimizing waste and pollution, and reducing energy consumption.

6.1. Environmental Permits and Reporting

The Supplier must obtain, maintain and keep current all required environmental permits (e.g. discharge monitoring), approvals and registrations.

6.2. Hazardous Waste Management

The Supplier must effectively identify and manage the safe handling, movement, storage, and disposal of chemicals and other substances that pose a threat to the environment, including providing workers with appropriate training on the safe-handling and disposal of hazardous substances.

6.3. Management of Environmental Impact

The Supplier should manage compliance, minimize environmental impact and drive continual improvement through the implementation of a supplier management system, ensuring alignment with sustainability goals and fostering innovation in eco-friendly practices.

6.4. Monitoring and Measurement

The Supplier should develop robust means by which it identifies and monitors the environmental impacts of its activities. This should include use of materials, waste and emissions. The Supplier must be able to demonstrate compliance with permits and show effective control of its impacts.

If the Supplier is subject to enforcement action, such as fines of prosecution as a result of compliance failures, these will be notified to SR Technics.

7. Business Conduct

SR Technics requires its Suppliers to ensure that the standards of this Code are actively promoted within their own supply chain and integrated into their business operations including the selection of suppliers. Fair competition and the adherence of national and international competition laws is indispensable for SR Technics. Suppliers shall not engage in any discussions or consultations regarding prices, bids, or business conditions and shall not participate in cartels or similar formal or informal institutions, whether in Switzerland or in any other country.

Supplier shall comply with anti-corruption laws and regulations applicable to the performance of its obligations and activities in its relationship with SR Technics. In addition, Supplier shall comply with applicable legal obligations for the prevention terrorist financing and not to engage directly or indirectly in such activities.

7.1. Bribery

All forms of bribery, corruption, extortion or embezzlement are prohibited, and the Supplier must demonstrate that it has adequate procedures in place to prevent bribery in all commercial dealings.

7.2. Gifts and Hospitality

Suppliers are evaluated strictly based on the intrinsic quality of their products and services. In all business dealings, Suppliers must ensure that any gifts or business courtesies exchanged are legally permitted, do not breach the rules and principles of the recipient's organization, and conform to accepted market practices and standards.

7.3. Financial Management

The Supplier must record all commercial dealings accurately and transparently in its record-keeping systems. The Suppliers shall not conduct any money-laundering activities. Confidential information of SR Technics must not be used inappropriately or to support insider trading activity.

7.4. Conflict of Interest

All conflicts of interest must be reported to SR Technics so that appropriate action can be taken. Any ownership or interest in the Supplier's business by government officials or political parties or an SR Technics employee must be declared prior to entering the business relationship with SR Technics.

7.5. Illegal payments

Under no circumstances shall SR Technics' Suppliers engage in offering or accepting illegal payments from any customers, suppliers, their agents, representatives, or any other parties. Any form of acceptance, payment, or promise involving cash or valuable items meant to influence or secure an unfair advantage is strictly forbidden. This prohibition applies even in regions where such practices are not against local laws.

7.6. Fraud and embezzlement

SR Technics' Suppliers are strictly prohibited from benefiting in any way from acts of fraud, embezzlement, or falsification, and they must not permit any third party to engage in such activities. This ban includes fraudulent actions or theft within their own company, a customer's company, or any third party, as well as any misappropriation of assets.

8. Trade Compliance Regulations

8.1. Importation

SR Technics' Suppliers must adhere to all relevant laws, directives, and regulations governing the importation of items, components, and technical data.

8.2. Exportation

SR Technics' Suppliers are required to follow all applicable laws, directives, and regulations related to the exportation of items, components, and technical data. They must provide accurate and precise information and secure the necessary export licenses or permissions.

8.3. Sanctions and Embargoes

SR Technics' Suppliers must comply with all applicable laws, directives, and regulations concerning sanctions and embargoes related to exports, imports, and associated financial transactions.

8.4. Counterfeits

SR Technics' Suppliers must establish and maintain effective measures and procedures suitable for their operations to ensure that counterfeit items or materials do not enter the products they deliver.

9. Archiving of data

SR Technics' Suppliers must generate accurate records and refrain from altering any stored data to conceal or misrepresent information. All records created or received as evidence of a transaction, in any format, must accurately and completely reflect the transaction. Additionally, records must be stored in compliance with applicable data retention requirements.

10. Protection of information

10.1. Confidential/Exclusive Information

SR Technics' Suppliers must handle sensitive, confidential, exclusive, and personal information appropriately. This information must not be used for any purposes other than its intended use (e.g. publicity, promotion) without prior authorization from the information owner.

10.2. Intellectual Property

SR Technics' Suppliers must comply with applicable laws regarding intellectual property rights, including protections for disclosures, patents, copyrights, and trademarks.

10.3. Information Security and Personal Data Protection

SR Technics places a high priority on data and IT system security. When SR Technics entrusts data to its Suppliers or grants them access to its IT systems, these Suppliers must adhere to SR Technics' security requirements. To ensure the security and integrity of SR Technics' confidential information and data, Suppliers must take all necessary precautions, including using computer access control methods and/or encrypting confidential information.

SR Technics' Suppliers must handle personal data provided by SR Technics in accordance with the principles of privacy by design and by default. They must implement appropriate computer, hardware, and software security measures to protect personal data from loss, alteration, or unauthorized access and comply with applicable personal data protection laws.

10.4. Continuous Improvement

Suppliers should actively seek to innovate and adopt best practices that enhance ethical, social, and environmental performance. Suppliers should benchmark their practices against industry leaders and strive to meet or exceed these standards. Suppliers should be open to feedback from the SR Technics and work collaboratively to improve their practices continuously.

11. Conclusion

We take our responsibility as a corporate citizen seriously, and we expect our Suppliers to do the same. By adhering to this Code, our Suppliers will help us to ensure that our operations are conducted with integrity and respect for all stakeholders. We believe that our Suppliers' commitment to ethical and responsible business practices is critical to our mutual success.

We will monitor compliance with this Code, and we reserve the right to demand corrective action, if necessary. Violations of the Code may result in termination of the Supplier's contract or business relationship with SR Technics. We look forward to working with our Suppliers to promote sustainable

business practices and to create value for our customers. Suppliers should have mechanisms to report their compliance efforts, including regular updates regarding implementation of corrective actions.

SR Technics reserves the right to audit compliance with this Code. Audits are facility inspections that include employee interviews and a review of Supplier records and business practices. Such audits are conducted by SR Technics staff or an approved monitoring firm. If an audit identifies a violation of this Code, the Supplier shall act promptly to correct the situation to SR Technics' satisfaction.

SUPPLIER COMMITMENT

As [Mr./Ms.] [First Name] [Surname] ,

in my capacity as [Role] , duly authorized to

represent [Company Name] and fully

comprehending the tenets outlined in the SR Technics Supplier Code of Conduct Version 1.0, dated 4 March 2025,

I pledge to adhere to these principles and to implement requisite measures for adherence, and to disseminate the guidelines' contents to all my suppliers.

Date:

Signature:

Note: Please kindly fill and sign this document with the following options and return the document via e-mail to the following address: scoc@srtechnics.com

Option 1: Digitally sign the document using any ISO 27001 compliant electronic signature application.

Option 2: Print, sign by hand, and scan the signed document.