

SUPPLY CHAIN GOVERNANCE

Supplier Code of Conduct

Standards required of suppliers, subcontractors, agents and business partners engaged by Foxtrot LLC.

VERSION 2.0 · EFFECTIVE 15 SEPTEMBER 2026

DOCUMENT CONTROL

DOCUMENT	Supplier Code of Conduct
DOCUMENT REFERENCE	FX-POL-005
ISSUED BY	Foxtrot LLC, an Arizona limited liability company
VERSION	2.0
EFFECTIVE DATE	15 September 2026
SUPERSEDES	Version 1.0, effective 13 September 2026
APPROVED BY	Farshad Mohammadi, Managing Member
OWNER	Managing Member
REVIEW CYCLE	Annual, or on material change to operations, markets, or applicable law
APPLIES TO	Every supplier, subcontractor, consultant, agent, broker, freight forwarder, customs broker, parts vendor, maintenance organization, reseller and other business partner engaged by Foxtrot LLC or acting on its behalf
RELATED DOCUMENTS	FX-POL-001, FX-POL-002, FX-POL-003, FX-POL-004, FX-POL-006, FX-POL-009, FX-POL-010
CONTACT	compliance@foxtrotllc.com
CLASSIFICATION	Public. Provided to suppliers, clients, regulators and supplier registration portals

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1 Purpose

Foxtrot LLC is an Arizona limited liability company providing independent aircraft technical services and aviation software to airlines, lessors, operators, and maintenance organizations. Our services include pre-purchase inspections, lease return and delivery management, ferry flight support, parts logistics, records and asset inspection, and technical representation. We also develop and license the Synops platform, including rectifAI and synConnect.

Our clients hold us responsible for the conduct of everyone who works on their aircraft or their data on our behalf, and the law does the same. Under the U.S. Foreign Corrupt Practices Act and the Canadian Corruption of Foreign Public Officials Act we are answerable for what our intermediaries do for us.

This Code sets out what we require of the businesses we engage. It is the outward-facing counterpart to FX-POL-001, and it exists so that our standards travel with the work rather than stopping at our own staff.

2 Scope and application

This Code applies to every supplier, subcontractor, consultant, agent, broker, freight forwarder, customs broker, parts vendor, maintenance organization, reseller, and other business partner engaged by Foxtrot LLC or acting on its behalf, anywhere in the world and for any duration of engagement. It applies to the supplier's own officers, employees, and personnel assigned to our work.

In this Code, "you" means the supplier and everyone acting on the supplier's behalf, and "we" means Foxtrot LLC.

Where your own standards, a client's requirements, or applicable law are stricter on a given point, apply the stricter standard. This Code does not reduce any obligation in a contract between us.

3 How this Code applies to an engagement

We provide this Code at the point of engagement. By accepting a purchase order, contract, or work instruction from us, you accept the standards set out here, and they form part of our contract terms.

For higher-risk engagements, meaning work in higher-risk jurisdictions or involving officials, intermediaries, state-owned counterparties, supplied labor, or hazardous work, we require the signed acknowledgment at the end of this Code before mobilization, alongside the due diligence described in FX-POL-002 Section 10.

Compliance with this Code is a factor in awarding and renewing work.

4 Safety and airworthiness integrity

Safety and airworthiness come before schedule, cost, and commercial preference, including ours.

You will not:

- soften, remove, downgrade, or omit a technical finding because we, a client, or any counterparty asks you to;
- sign, certify, or attest to work not performed or witnessed;

- approve an aircraft or component for return to service outside the privileges of the applicable certificate, authorization, or approved scope;
- present a records package known to be incomplete or inaccurate as complete;
- allow commercial pressure, deadline pressure, or fee arrangements to influence a technical conclusion.

STOP-WORK AUTHORITY

Anyone working on our engagements has the authority and the obligation to stop work and escalate where continuing would be unsafe or non-compliant. We will not penalize a supplier for a stoppage raised in good faith, and we expect you to extend the same protection to your own personnel.

5 Regulatory compliance and personal authorizations

Work only within the licenses, ratings, authorizations, approvals, and delegations you actually hold, and only using current approved data. Maintain the certifications and approvals you have represented to us, and notify us without delay if any is suspended, withdrawn, restricted, or allowed to lapse.

Certificates and authorizations are personal. They are never lent, shared, or used on behalf of another individual.

6 Parts, traceability, and suspected unapproved parts

Supply, install, accept, ship, and certify only parts with valid, traceable documentation from an approved source. Documentation must match the physical part.

Quarantine suspected unapproved parts, questionable traceability, and suspected falsified paperwork, and report them to us immediately so the client and, where required, the relevant authority can be notified. Do not return a questionable part to stock, resell it, or pass it along quietly.

7 Records, reports, and invoicing integrity

Inspection reports, discrepancy lists, status sheets, logbook entries, dirty fingerprint records, and delivery or redelivery documentation must be accurate, legible, complete, and traceable to the person who created them. Make corrections openly, never by erasure or backdating.

Bill time, expenses, travel, and third-party costs as actually incurred. Do not inflate hours, duplicate charges, or mark up pass-through costs without disclosure. Invoices must identify the services actually performed.

8 Anti-bribery and anti-corruption

You will not offer, promise, give, authorize, request, or accept anything of value to obtain business, influence a decision or official act, secure an approval, certification, or clearance, expedite a routine process, or gain any other improper advantage. This applies to government officials, civil aviation authority inspectors, customs and border personnel, employees of state-owned carriers and airport authorities, and private counterparties alike.

Facilitation payments are prohibited, in any amount, in cash or in kind. The single exception, a payment made under credible threat to personal safety, must be reported to us as soon as it is safe to do so and recorded accurately as what it was.

Kickbacks are prohibited, including on parts sales, MRO referrals, freight, and software licenses.

Do not use a further third party to do anything this Section prohibits, and do not make a payment while ignoring signs that it will be passed on improperly.

FX-POL-002 governs this subject in full, including definitions, red flags, and payment controls. Payments to a party other than the contracting entity, to a personal account, to an account in an unrelated jurisdiction, or in cash will not be made by us and must not be requested.

9 Gifts and hospitality

Do not offer anything of value to our personnel while a bid, tender, inspection, acceptance, dispute, claim, audit, or supplier registration is open. Cash and cash equivalents, including gift cards, vouchers, and prepaid cards, are never acceptable in any amount.

Modest, occasional, transparent hospitality may be acceptable. Our thresholds and pre-approval requirements are set out in FX-POL-002 Section 9 and bind our personnel whether or not you are aware of them, so assume anything beyond a business meal requires disclosure.

10 Conflicts of interest

Disclose to us in writing, before an engagement begins or as soon as it arises:

- any financial interest in an aircraft, component, or party involved in the engagement;
- any ownership, employment, consulting, or referral relationship with a counterparty, broker, MRO, or parts supplier connected to the engagement;
- any family or close personal relationship with a decision maker on either side;
- any government official, or relative of one, among your owners, directors, or personnel;
- any commission, referral fee, or finder's fee offered or received in connection with the engagement.

Do not trade, broker, or take positions in aircraft or components on the basis of non-public information obtained through work for us.

11 Fair dealing and competition

Do not misrepresent qualifications, availability, certifications, insurance, capacity, or past work. Comply with applicable competition law. Do not rig bids, allocate markets or clients, or exchange pricing information with competitors.

12 Confidentiality and intellectual property

Client technical records, maintenance histories, fleet data, pricing, lease terms, transaction status, proprietary manuals, inspection results, and our own commercial information are confidential. Use them only for the engagement they were provided for.

Confidentiality obligations survive the end of the engagement and the end of our relationship. Return or destroy materials when required and confirm in writing.

Use manufacturer manuals, service bulletins, illustrated parts catalogues, and software only under valid license or client authorization. Do not copy or share them outside those terms.

Do not disclose your work for us, name us as a client or partner, use our marks, or publish aircraft registrations or images of client aircraft without our prior written consent.

13 Data protection and information security

Collect and process personal data connected to our engagements only as needed, on a lawful basis, and in line with applicable law, including the GDPR and the Saudi PDPL where they apply.

Keep our data and client data on access-controlled, encrypted systems with multi-factor authentication. Restrict access to personnel who need it, and remove access promptly on reassignment or departure.

Report suspected data loss, device loss, unauthorized access, or account compromise affecting our data or client data to compliance@foxtrotllc.com without delay and in any event within 24 hours of becoming aware, so affected clients can be notified. Preserve logs and evidence, and cooperate with the investigation.

Do not transfer our data or client data to a further processor, or to another jurisdiction, without our prior written consent.

14 Export controls, sanctions, and shipping documentation

Confirm applicable controls before exporting, re-exporting, or transferring parts or technical data, including U.S. EAR and ITAR requirements and Canadian export controls where they apply.

Screen counterparties, consignees, and end users against applicable sanctions and denied party lists. Do not involve us in transactions touching sanctioned parties, embargoed destinations, or prohibited end uses.

Shipping documents, air waybills, customs declarations, values, and country of origin statements must be accurate. Do not undervalue shipments, mislabel goods, or describe controlled items as something else, whatever the reason offered.

Handle, declare, and package dangerous goods, including batteries, oxygen assemblies, and chemicals, through trained personnel under IATA and ICAO requirements.

Notify us of any boycott-related request, condition, or contract language you receive in connection with our work, including in letters of credit, as these carry U.S. reporting obligations.

15 Human rights and labor standards

We expect you to meet the standards in FX-POL-003 and to hold your own suppliers to equivalent standards. Sections 16 to 19 set out the specific obligations that apply to every engagement, and they are contractual requirements rather than aspirations.

We expect you to respect the rights set out in the United Nations Universal Declaration of Human Rights, the UN Covenants on civil, political, economic, social and cultural rights, the ILO core conventions, the OECD Guidelines for Multinational Enterprises, and the UN Guiding Principles on Business and Human Rights, and to take particular care where women, young workers, migrant workers, workers supplied through agencies, indigenous peoples, minorities, persons with disabilities, or refugees and displaced people may be affected.

16 Child labor and age verification

You will not employ or engage anyone below the applicable minimum working age, below the age of completion of compulsory schooling, or in any case below fifteen years. No one under eighteen may perform hazardous work, which includes work on or around aircraft, ramps, hangars, and maintenance facilities.

You will verify the age of every worker assigned to our work from identity documents before that person starts, keep the verification record, and provide evidence to us on request. Where you obtain personnel through a labor agency or a further subcontractor, you will require that party to carry out the same verification and you remain responsible for it.

17 Forced labor, recruitment fees and wage payment

- No forced, bonded, indentured, or involuntary prison labor, and no human trafficking.
- No worker surrenders identity documents or travel documents, and no worker is prevented from leaving on reasonable notice.
- Neither you nor any third-party intermediary imposes recruitment fees or related costs on job seekers or workers. Where such a fee has been charged, you will repay it.
- Workers are paid directly, in full, and on time, into an account in the worker's own name where local practice allows. Where you fail to do so, we will require a written explanation, a corrective action plan, and a supplier assessment before further work is awarded.
- Workers are not required to live in company-provided accommodation, and their freedom of movement is not restricted.

18 Wages, working hours and freedom of association

- Wages at or above the applicable legal minimum or prevailing industry wage, whichever is higher, with no disciplinary wage deductions, and all legally mandated benefits.
- Where a recognized living wage benchmark is published for the location, we expect you to be working toward it, and we will ask about your position at assessment.
- Working hours, rest periods, and leave compliant with applicable law, with ILO standards on maximum working hours, minimum breaks and rest periods, and with aviation duty and rest limitations where they apply. Do not accept a task allocation or deadline from us that cannot be met within those limits. Tell us instead.
- Respect for freedom of association and collective bargaining, including the right to form or join a union, to bargain collectively, and to take lawful industrial action, without discrimination or reprisal. Where local law restricts these rights, do not obstruct lawful alternative worker representation.
- Written terms of engagement in a language the worker understands.

19 Non-discrimination, harassment and dignity at work

No discrimination on the basis of race, color, ethnicity, national or social origin, religion or belief, sex, gender identity, sexual orientation, age, disability, marital or family status, political opinion, union membership, or veteran status.

No harassment, bullying, intimidation, retaliation, corporal punishment, or physical or verbal abuse, including toward our personnel, client staff, hangar and MRO personnel, and crew.

20 Health, safety, environment, and fitness for duty

Follow the safety rules of every facility entered, including hangars, ramps, and MRO shops, and use required personal protective equipment. Handle and dispose of hazardous materials and waste, including fuel, oils, solvents, and batteries, in line with site procedures and applicable environmental law.

No one performs, supervises, or certifies aviation work while impaired by alcohol, drugs, or medication affecting judgment or performance, or while too fatigued to perform safely.

Report incidents, injuries, near misses, and aircraft damage on our engagements promptly and honestly, including where your own personnel are at fault.

Health and safety is part of how we select and review suppliers. Before awarding work that involves physical activity on aircraft or at a facility, we assess your health and safety arrangements, and we may ask for your safety policy, incident statistics, training records, and evidence of insurance. Where you want support in closing a gap we have identified, we will share our own procedures and briefing material rather than simply removing you from consideration.

21 Environmental protection, conventions and responsible sourcing

Comply with applicable environmental law, and with the following as they apply to the goods and services you supply to us:

- the **Minamata Convention on Mercury**. Do not supply, use, produce, or dispose of mercury or mercury-added products in connection with our work except where an aviation instrument or component lawfully contains mercury, in which case disclose it to us in writing and handle, package, and dispose of it under the applicable requirements;
- the **Stockholm Convention on Persistent Organic Pollutants**. Do not produce or use chemicals prohibited or restricted under the Convention in connection with our work, and notify us if a product you supply contains a listed substance;
- the **Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal**. Handle, export, and import hazardous waste only in accordance with the Convention and applicable national law, and use licensed disposal routes.

Where you supply parts, components, or raw materials, you confirm that you carry out due diligence on your own supply chain consistent with the **OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas**, covering tin, tantalum, tungsten, gold, and other minerals within scope, and you will provide your declaration or that of your own supplier on request.

Do not cause harmful soil change, water or air pollution, harmful noise emission, or excessive water consumption that would impair a person's health, food production, or access to safe drinking water and sanitation.

22 Land, forest, water and community rights

Do not carry out, commission, or benefit from unlawful eviction or the unauthorized taking of land, forest, or water, and do not impair a protected legal position of any person. Respect legitimate tenure rights, including customary and collective rights, consistent with the Voluntary Guidelines on the Responsible Governance of Tenure of Land, Fisheries and Forests.

Do not use public or private security forces in connection with our work in a way that risks injury to life or limb, torture, or cruel or degrading treatment, or that interferes with freedom of association. Where you use security personnel, they must be instructed, supervised, and accountable.

23 Use of artificial intelligence

If you use AI tools in work performed for us, a qualified person remains responsible for the output. Do not use AI to generate, alter, or reconstruct maintenance or compliance records, to replace a required inspection, test, or physical verification, or to produce anything presented as the work of a certifying individual.

Do not input client technical data, maintenance records, personal data, or our confidential information into a third-party AI service that trains on submitted content or does not offer contractual confidentiality. Disclose to us any AI tool used materially in a deliverable.

24 Subcontracting and flow-down

FLOW-DOWN OBLIGATION

Do not subcontract work performed for us without our prior written consent. Where consent is given, you remain responsible for the subcontractor's performance and conduct, and you must impose standards at least equivalent to this Code, including this flow-down obligation.

25 Approvals, insurance, and evidence

Maintain the licenses, approvals, certifications, and insurance coverage required for the work and represented to us, and provide current evidence on request. Notify us promptly of any lapse, restriction, investigation, enforcement action, or debarment affecting your ability to perform.

26 Assessment, audit and verification

We verify compliance with this Code in proportion to the risk of the engagement. Depending on that risk, verification may include:

STEP	WHEN IT APPLIES
Screening of the entity, owners and beneficial owners against sanctions, denied party, debarment and adverse media sources	Every new supplier, before award
Acceptance of this Code through the purchase order or contract	Every engagement
Signed acknowledgment before mobilization	Higher-risk engagements, as defined in Section 3
Written assessment covering human rights, labor standards, and health and safety practices	Suppliers that provide personnel, perform physical work on aircraft, or operate in a higher-risk country or sector
Documentary evidence, such as age verification records, wage and hour records, safety statistics, training records, approvals and insurance	On request, and always where an assessment identifies a gap
Audit of records relating to work performed for us, on site where the engagement warrants it	Where a substantiated concern arises, or where the engagement is high risk
Re-screening and reassessment	At renewal, and at least every two years for higher-risk suppliers

Cooperate with reasonable verification requests, and provide access to records relating to our engagements within the terms of our contract.

27 Corrective action, incentives and consequences

Where we become aware that a supplier has breached this Code, we raise the matter, agree a corrective action plan with a deadline, and verify completion. Where the breach is severe, or the supplier is unwilling to remedy it, we may suspend or terminate the engagement and the relationship, remove the supplier from future consideration, recover losses, and report the matter to a client, a regulator, or law enforcement.

Compliance works in both directions. Suppliers that meet this Code, complete assessment where asked, and provide evidence on request receive preference at award, longer or renewed engagement terms, earlier visibility of upcoming work, and consideration for further scopes. We do not treat a supplier's investment in labor and safety standards as a cost to be competed away.

Where we have caused or contributed to an adverse human rights impact through a supplier relationship, we will provide for or cooperate in remediation under FX-POL-003 Section 10.

28 Raising concerns and non-retaliation

Report any suspected violation of this Code, of law, or of aviation regulation, including conduct by our own personnel, to:

GRIEVANCE AND REPORTING CHANNEL

Farshad Mohammadi, Managing Member

Foxtrot LLC, 12112 N Rancho Vistoso Blvd, STE 100, Oro Valley, AZ 85755, United States

Email: compliance@foxtrotllc.com

Anonymous reports accepted, in any language. No account or portal required.

Reports may be submitted anonymously, in any language, and are treated confidentially so far as the investigation allows. This channel is open to your personnel directly, not only to your management, and you are expected to make it known to them, in a language they understand, together with the fact that using it carries no consequence for them. Handling and timescales are set out in FX-POL-009.

Retaliation against anyone who raises a concern in good faith, or who refuses to take part in a violation, is itself a violation of this Code. Nothing in this Code limits anyone's right to report a safety, regulatory, or criminal matter directly to a civil aviation authority, government agency, or law enforcement body, or to receive a whistleblower award.

29 Review and administration

The Managing Member reviews this Code at least annually and revises it where the review, a substantiated report, or a change in our operations or in applicable law makes revision necessary. Records created under this Code, including acknowledgments, assessments, due diligence findings, and reports received, are retained for at least seven years.

This Code is published without gating at foxtrotllc.com/policies and is provided to suppliers, clients, and supplier registration portals on request.

30 Supplier acknowledgment

This page is the acknowledgment form. Foxtrot LLC issues it complete; the entries below are made by the supplier at the point of acceptance and returned by email to compliance@foxtrotllc.com, where a signed acknowledgment is required under Section 3.

We confirm that we have received and read the Foxtrot LLC Supplier Code of Conduct, that we comply with it in work performed for Foxtrot LLC, that we will impose equivalent standards on any subcontractor we are permitted to use, and that we will make the grievance channel in Section 28 known to our own personnel.

FIELD	ENTRY
Supplier legal name	
Registered address and country	
Scope of work supplied to Foxtrot LLC	
Name and position of signatory	
Signature	
Date	

31 Approval

Adopted on behalf of Foxtrot LLC and effective on the date shown on the cover of this document. It supersedes version 1.0.

DocuSigned by:



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15 September 2026

FARSHAD MOHAMMADI, MANAGING MEMBER

DATE

Revision history

VERSION	DATE	SUMMARY OF CHANGE	APPROVED BY
2.0	15 September 2026	Added binding clauses on age verification, recruitment fees, direct wage payment, retention of documents and freedom of movement. Added environmental conventions (Minamata, Stockholm, Basel), OECD minerals due diligence confirmation, tenure rights and water. Added health and safety and human rights assessment, audit, corrective action and incentives. Added supplier acknowledgment page.	Farshad Mohammadi, Managing Member
1.0	13 September 2026	First issue.	Farshad Mohammadi, Managing Member

Controlled electronically. The authoritative version is the one published at foxtrotllc.com/policies.