GROUP SUPPLIER CODE OF CONDUCT

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SATS Ltd. and its subsidiaries in Singapore and abroad (the "**SATS Group**") is committed to the highest standards of integrity and corporate governance guided by its People Values found here: https://www.sats.com.sg/about-us/our-purpose.

This Group Supplier Code of Conduct ("**Supplier Code**") sets out the minimum standards which the SATS Group expects of its suppliers, contractors and service providers ("**Supplier(s)**"). This Supplier Code, which may be revised from time-to-time, applies to all Suppliers of the SATS Group and shall be incorporated as part of any contract signed by a Supplier with the SATS Group. The most up-to-date Supplier Code can also be found at https://www.sats.com.sg/Tenders/Notices/SATS-Supplier-Code-of-Conduct.pdf.

1. Compliance with Applicable Laws

1.1. Suppliers must abide by all applicable laws and regulations within the geographies where they operate. Where local laws and regulations differ from this Supplier Code, Suppliers shall commit to the more stringent standards and principles contained in such local laws and regulations.

1.2. All Suppliers are expected to accurately maintain their financial and business records in accordance with applicable laws, as well as generally accepted accounting principles.

1.3. Fair competition is to be practised in accordance with applicable laws and all business activities and commercial decisions that restrict competition or may be deemed to be uncompetitive are to be avoided.

2. Labour Laws / Regulations and Employment Practices

2.1. Suppliers shall fully comply with all applicable laws and regulations related to labour and human rights, including laws and international standards prohibiting any form of forced labour, child labour, modern slavery, human trafficking, harassment, discrimination or other human rights abuses throughout their operations and supply chains.

2.2. Suppliers shall also respect the rights of their employees to associate with trade associations and trade unions.

3. Trade Compliance, Sanctions and Export Controls

3.1. The SATS Group is committed to complying with the trade control laws and regulations where we operate. Suppliers shall comply, and shall ensure that all persons acting for or on their behalf shall comply, with all applicable laws, regulations and orders relating to trade and economic sanctions and export controls and all other applicable laws, regulations and governmental orders of a similar nature (collectively, "**Trade Laws**"). Suppliers shall further ensure that they, their officers, directors, shareholders, affiliates, agents, employees are not sanctioned persons or otherwise targeted by Trade Laws.

3.2. The SATS Group shall have the right to suspend or terminate any of its agreements with a Supplier if such Supplier breaches this Section 3 or causes the SATS Group to violate any Trade Laws.

4. Health and Safety

4.1. The SATS Group is committed to providing and maintaining safe and healthy working environments and expects its Suppliers to demonstrate an equivalent commitment to health and safety. Suppliers shall comply with all applicable occupational and health and safety laws, regulations and recognised requirements relevant to the goods and/or services they provide to the SATS Group.

4.2. Suppliers shall establish and maintain appropriate health and safety policies, management arrangements and controls proportionate to the nature and risk of the goods and/or services being provided. Such arrangements shall be effectively implemented, monitored and reviewed to protect the health and safety of employees, subcontractors, SATS Group personnel and any other persons who may be affected by the Supplier's activities. Where reasonably requested by the SATS Group, Suppliers shall provide appropriate evidence of their health and safety arrangements.

4.3. Where the Supplier's activities are undertaken at our controlled premises, interface with our operations, or could reasonably affect the safety of our personnel, customers, assets or operations, the Supplier

shall cooperate with SATS Group health and safety requirements and provide relevant health and safety information prior to and during the performance of the work, as reasonably required.

4.4. Suppliers engaging subcontractors in connection with goods or services provided to SATS Group shall remain responsible for such subcontractors and ensure that they are subject to appropriate health and safety requirements and controls consistent with the nature and risk of the work.

5. Environmental Protection

5.1. The SATS Group is committed to protecting and preserving the environment. Suppliers must ensure compliance with local environmental laws, including but not limited to those pertaining to waste disposal (i.e., proper handling of toxic and hazardous waste), greenhouse gas emissions and pollution. Suppliers are encouraged to observe best environmental practices in their relevant industry and Suppliers who adopt environmental policies and management systems and other sustainable business practices will be preferred.

5.2. Suppliers may be assessed against a range of environmental and sustainability-related criteria such as impacts related to emissions and energy consumption and may be required to provide evidence of proper waste, emissions and energy management. The SATS Group may also, from time-to-time, request supporting data from sustainability assessment platforms and data relating to the Supplier's greenhouse gas emissions, energy, fuel and electricity consumption and other relevant metrics to support reporting obligations and the estimation of the SATS Group's own emissions inventory.

5.3. Suppliers are encouraged to extend sustainable business practices to their own suppliers, and to promote responsible environmental management throughout their supply chains.

6. Anti-Bribery and Anti-Corruption

6.1. The SATS Group has a zero-tolerance approach to bribery or corruption in any form and is committed to conducting business with integrity, consistent with the highest ethical standards, and in compliance with all applicable laws and regulatory requirements for the prevention of corruption and bribery.

6.2. In providing services and goods to the SATS Group, Suppliers shall comply with all applicable anti-bribery and anti-corruption laws and shall not directly or indirectly offer, give, request or accept any undue financial or other advantage. As soon as a Supplier becomes aware of any breach or alleged breach of these anti-bribery and anti-corruption laws, it shall promptly inform the SATS Group with sufficient details and cooperate in good faith in relation to any investigations.

6.3. The SATS Group shall have the right to suspend or terminate its agreement with a Supplier if such Supplier breaches this Section 6 or any anti-bribery and anti-corruption laws.

7. Compliance with Intellectual Property Rights

7.1. Suppliers shall not engage in any activities which infringe the intellectual property rights of the SATS Group or any third party. The use of any intellectual property belonging to the SATS Group including trademarks, logos and/or any copyright materials is strictly prohibited, unless written consent has been obtained from authorised representative(s) of the SATS Group. The Supplier shall consult the SATS Group if in doubt as to whether any intellectual property received by the Supplier in the course of providing goods and/or services to a SATS Group entity is owned by the SATS Group.

8. Confidential Information

8.1. Any information of the SATS Group received by the Supplier that is non-public and proprietary, including information regarding contracts and commercial terms, must be treated confidentially by the Supplier and protected against loss and infringement. Any form of disclosure or use other than for the permitted purposes must first be authorised by the SATS Group.

9. Disclosure of Conflicts of Interest

9.1. Suppliers and those acting on their behalf shall remain free from any conflicts of interest that may adversely influence their business relationship with SATS Group or SATS Group's ability to fulfil its obligations to its customers in connection with the goods and/or services provided by the Supplier. Any form of relationship that the Supplier may have with a competitor, distributor, supplier or any other third party must not interfere with the provision of the goods and/or services to the SATS Group.

9.2. Conflicts of interest can be actual or perceived. These typically arise when an individual:
(a) stands to gain an incentive from such conflict of interest, or
(b) is in a position that provides authority or discretion to advance a personal interest.

9.3. Each Supplier acknowledges that conflicts of interest may confer an improper benefit to the Supplier or the Supplier's representatives, at a detriment to the interests of the SATS Group. The Supplier shall disclose any actual, perceived, or potential conflicts of interest with the SATS Group or its customers promptly to the SATS Group, and in any event prior to the signing of any agreement with the SATS Group for the provision of goods and/or services.

10. Employees, Subcontractors and Other Service Providers

10.1. Suppliers shall communicate the contents of this Supplier Code to their employees, subcontractors and other service providers and ensure that they adhere to the requirements of this Supplier Code.

10.2. The Supplier shall remain responsible for its subcontractors and ensure that its subcontractors and other service providers are paid properly and promptly to avoid any disruption in the provision of the goods and/or services by the Supplier to the SATS Group.

11. Personal Data and Information Security

11.1. The SATS Group takes the Personal Data and Information Security of our customers, employees and stakeholders very seriously and we require our Suppliers to protect personal data and uphold data protection, privacy, cybersecurity and information security requirements and obligations in compliance with all applicable laws. Personal Data provided by or on behalf of the SATS Group must be treated as confidential and should only be used, accessed, and disclosed as permitted by the Supplier agreement.

12. Business Continuity and Operational Resilience

12.1. Suppliers shall establish and maintain appropriate business continuity, disaster recovery and crisis management plans to ensure the resilience of critical operations and services. Suppliers shall regularly review and test such plans and shall promptly notify SATS Group of any event that may materially affect their ability to deliver goods and/or services to the SATS Group.

13. Audit and Consequences of Non-Compliance

13.1. The SATS Group reserves the right to audit its Suppliers from time-to-time to assess compliance with this Supplier Code.

13.2. Supplier shall immediately notify the SATS Group in writing if the Supplier becomes aware of an actual or potential breach of any part of this Supplier Code.

13.3. A failure by any Supplier to comply with the Supplier Code can result in action taken by the applicable SATS Group entity against such Supplier, including termination, disclosure of any legal violation to the appropriate government/regulatory authority and/or the pursuit of any other remedy available to such SATS Group entity.

14. Reporting

14.1. Suppliers are encouraged to raise any grievances or report any suspected violations of this Supplier Code to SATS Group Internal Audit through the online reporting platform via https://www.sats.com.sg/about-us/contact-us/whistle-blowing. Reports made in good faith are protected from retaliation and will be handled in line with strict protocols, subject to applicable laws and regulations.

14.2. If you have questions about this Supplier Code, please contact your SATS Procurement representative.