



Supplier Code of Conduct

Issue No. 04
20 February 2025

SUPPLIER CODE OF CONDUCT

In this Supplier Code of Conduct (“**Code**”), SATS Ltd. as well as its subsidiaries in Singapore and abroad (“**SATS Group**”), restates the standards and practices which the SATS Group expects all its suppliers and service providers (individually referred to as “**Supplier**” and collectively referred to as “**Suppliers**”) to adopt and adhere to when conducting business with the SATS Group.

This Code applies to all Suppliers of the SATS Group and the guidelines laid down here shall be interpreted as part of the contracts signed by a Supplier with the relevant SATS Group.

Powering a Connected World of Trade, Travel and Taste

At SATS, our purpose to power a connected world of trade, travel and taste reflects our ambition as one of the world’s largest providers of air cargo handling services and Asia’s leading airline caterer.

Focused on purposeful growth and transformation, our vision is to be the world’s leading aviation solutions provider, powered by our service excellence, agile innovation and global network.

Committed to our values, we go above and beyond to deliver quality food solutions to our customers and customised gateway services to some of the best airports in the world such as Changi Airport and beyond aviation.

Our People Values

At SATS, our people values are the basis for how we do business, and they are what set us apart from the competition. We believe that creating an atmosphere where workers and suppliers understand and embrace our values is essential to our continued success. This Code is an extension of our values and the foundation of our sustainability practices.

Safety - It’s ingrained in our DNA. We watch out for each other in every task all the time

Customer Focus - Every smile is a win for us. We anticipate and exceed expectations. Every time.

Respect - We strive to listen, understand and respect. Because every voice matters.

Excellence - Excellence isn’t just a goal, it’s the SATS way. Doing the right thing first time every time.

Teamwork - We don’t just collaborate. We amplify each other’s strengths. Turning actions into an unstoppable momentum for SATS.

The Code does not create any binding obligation on the SATS Group and the SATS Group reserves the right to amend the Code from time to time. The Code can also be found at the following website: <https://www.sats.com.sg/Tenders/Notices/SATS-Supplier-Code-of-Conduct.pdf>.

1. Compliance with Applicable Laws

Suppliers must conduct their business in strict compliance with all applicable laws and regulations of the countries where (a) the Supplier's operations are based; and (b) where the goods and/or services are being provided to the relevant SATS Group entity.

This includes (but is not limited) to laws relating to competition, labour and employment, health and safety, environmental, intellectual property and anti-corruption laws. In addition, Suppliers must accurately maintain their financial and business records in accordance with the applicable laws, as well as generally accepted accounting principles.

Fair competition is to be practiced 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

The Supplier shall ensure that all of its employees:-

- (a) meet the local minimum age;
- (b) are provided with a safe working environment and the Supplier is to take measures to prevent workplace hazards and accidents and incidents of harassment, abuse or coercion;
- (c) are not subject to discrimination based on race, political or religious beliefs, gender, age, sexual orientation, disability or for any other reason;
- (d) have salaries, working hours and benefits which are in accordance with the applicable laws; and
- (e) are paid without undue delay.

Any work routines or conditions or employment practices which may be characterized as forced or coerced labour and/or modern slavery are prohibited. The Supplier must also respect the rights of employees to associate with trade associations and trade unions.

3. Environmental Protection

The SATS Group is committed to protecting and preserving the environment. The Supplier must ensure compliance with local environmental laws including but not limited to those pertaining to waste disposal (proper handling of toxic and hazardous waste), air emissions and pollution, and is encouraged to observe best environmental practices in the relevant industry. Suppliers who adopt sustainable business practices would be preferred.

Suppliers may be assessed for a range of environmental criteria such as impacts related to water, emissions, or energy and may be required to provide evidence of proper waste, water, emissions and energy management. SATS Group may also, from time to time, request for data related to Suppliers' water, fuel and electricity consumptions.

4. Anti-Corruption Practices

The Supplier shall not, and shall ensure that its directors, officers, employees and agents do not, directly or indirectly offer or give or agree to give to any person any gifts, inducement or reward that may influence business decisions or create the appearance of influencing any business decision whether or not such action shall comprise an offence under all applicable laws, including the Singapore Penal Code (Chapter 224 of Singapore Statutes) and the Singapore Prevention of Corruption Act (Chapter 241 of Singapore Statutes).

5. Compliance with Intellectual Property Rights Law

The Supplier 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 / authorization has been obtained from the authorized representative of the SATS Group. The Supplier is to 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.

6. Health and Safety

Where applicable, depending on the type of goods and/or services to be provided by the Supplier to a SATS Group entity, the Supplier shall ensure that it complies all occupational and health safety laws applicable to their activities.

The Supplier shall put in place its own health and safety protection policies and management systems to ensure such compliance with all applicable laws. The safety of the Supplier's operations must be ensured through appropriate policies and management systems, implementation and monitoring.

7. Personal Data Protection

If in the course of its contract with the relevant SATS Group entity, the Supplier has access to and/or collect, use disclose or process personal data of any individuals, the Supplier shall ensure that it complies with the requirements of all applicable personal data protection laws.

8. Confidential Information

Any information of the SATS Group received by the Supplier in the course of providing goods and/or services 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 authorized by the SATS Group.

9. Disclosure of Conflict of Interest

The Supplier and those acting on their behalf shall remain free from conflicts of interest that may adversely influence their business relationship with the SATS Group. Any form of relationship that the Supplier may have with a competitor, distributor, supplier or any other entity with which any SATS Group entity may have a business relationship must not interfere with the provision of the goods and/or services to such SATS Group company.

The Supplier shall disclose any actual, perceived, or potential conflicts of interest promptly to the SATS Group, and in any event prior to the signing of any contract with the SATS Group for the provision of such goods and/or services.

10. Employees, subcontractors and other service providers

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

The Supplier shall also 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. Audit and Consequences of Non-compliance

The SATS Group reserves the right to audit its Suppliers from time to time to ensure that they are complying with this Code.

A failure by any Supplier to comply with the Code can result in action taken by the relevant entity in the SATS Group against such Supplier, including termination of the contract with such Supplier, 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.