



Stark Aerospace, Inc.

Stark Supplier Code of Conduct

SSCC 8.4.1.1

Revision 0

22-Oct-2023



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0.0	<p>GENERAL</p> <p>Stark Aerospace is making a continuing effort to maintain and consistently improve in areas of Environment, Social, and Governance (“ESG”) and these efforts are important to our customers and employees. As such, Stark Aerospace has an interest in assuring that we do business with suppliers whose businesses align with our principles and have the highest level of integrity. For purposes of this Supplier Code of Conduct (“Code”), a “Supplier” is defined as direct and indirect suppliers and vendors providing goods and/or services to or on behalf of Stark Aerospace (including its affiliates).</p>
1.0	HUMAN RIGHTS, WORKING CONDITIONS AND THE RIGHTS OF SUPPLIER EMPLOYEES
1.1	Suppliers of Stark Aerospace must respect the dignity and human rights of those associated with and impacted by their operations. At a minimum, this commitment requires compliance with all applicable laws, regulations and standards regarding labor rights, employment practices and working conditions.
1.2	Human Trafficking and Forced Labor: Suppliers shall employ only those who are legally authorized to work and who choose to do so voluntarily. Slavery forced or coerced labor, bonded labor, indentured servitude, involuntary prison labor and any other form of exploitation are strictly prohibited. Suppliers’ employees shall not be subject to unreasonable restrictions on movement within the workplace, and Suppliers shall not withhold their employees’ identification or travel documents. Suppliers shall not engage in or support any form of human trafficking.
1.3	Child Labor: Suppliers shall verify the age of all prospective employees and shall not use child labor in violation of any applicable laws establishing a minimum employment age. In addition, Suppliers shall not employ any person who is less than fifteen years old, unless such employment is undertaken pursuant to an apprenticeship or other program that is expressly authorized by law, is clearly beneficial to the individual and neither improperly interferes with the individual's education nor threatens his or her physical, mental, or emotional development.



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| 1.4 | <p>Wages and Benefits: Suppliers shall fully comply with all applicable labor and employment laws and regulations, including all applicable wage laws, prevailing wage regulations, as well as the terms of any collectively bargained agreements. Their employees shall be paid fair and competitive regular and overtime wages that meet or exceed mandatory minimum wages and are appropriate for the type of work being done. Similarly, Suppliers shall provide their employees with all legally mandated benefits.</p> |
| 1.5 | <p>Hours of Work: No employee of a Supplier shall be required to work excessive hours, and all such employees shall be afforded regular time off of work. Wage deductions shall not be inappropriately used as a disciplinary measure.</p> |
| 1.6 | <p>Health and Safety: Suppliers shall provide a clean, safe, and secure working environment. All facilities must comply with applicable health and safety laws and regulations. Suppliers shall proactively identify and address workplace hazards and shall provide appropriate health and safety-related training. In addition, Suppliers shall implement emergency preparedness measures and take appropriate steps to protect their employees from violence and threats of violence during work.</p> |
| 1.7 | <p>Dignity and Respect: Suppliers shall treat all their employees fairly and with dignity and respect. Corporal punishment, physical or verbal abuse, inhumane treatment and harassment are prohibited. In addition, Suppliers' employees shall not be subjected to any other abusive, coercive, hostile, insulting, intimidating, offensive, threatening, or unwelcome behavior in the workplace. Suppliers shall not discriminate against current or prospective employees on grounds of race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information, veteran status, or any other protected basis. Suppliers shall comply with applicable privacy laws and regulations and reasonably respect the privacy rights of their employees and any other parties with whom they do business.</p> |
| 1.8 | <p>Freedom of Association: Consistent with applicable laws and regulations, Suppliers shall respect the legal rights of their employees to choose whether or not to join a trade union, workers' organization or any other similar group and to collectively bargain if they choose to be represented.</p> |
| 2.0 | <p>ENVIRONMENTAL STEWARDSHIP AND SUSTAINABILITY</p> |
| 2.1 | <p>Suppliers of Stark Aerospace must strive to minimize the adverse impact of their operations on the environment, including consideration of energy use, greenhouse gas emissions, water, biodiversity, waste, hazardous materials, and the efficient use of natural resources.</p> |
| 2.2 | <p>Permitting and Compliance: Suppliers shall obtain, maintain, and adhere to all environmental permits required for their operations. In addition, Suppliers must comply with all applicable environmental laws and regulations, including, but not limited to, those relating to management of emissions, hazardous substances, wastewater, and solid waste.</p> |



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2.3	Sustainability: Suppliers shall strive to maximize efficiency, reduce waste, and conserve the natural resources used in their operations, including water and energy. To the extent possible, Suppliers shall implement active reuse and recycling programs and participate in community efforts to protect and preserve natural resources.
2.4	Safety and Health: Suppliers shall maintain safe and healthy working environments for employees. This commitment includes, among other things, ensuring that facilities are constructed and maintained in accordance with applicable law and that employees are provided with adequate workstations and equipment. Workers should also receive training in product and safety practices, and suppliers shall develop adequate emergency response plans at their facilities.
3.0	ETHICAL AND LAWFUL BUSINESS PRACTICES
3.1	Suppliers of Stark Aerospace must act with integrity and in accordance with the highest ethical standards. At a minimum, this requires compliance with all applicable laws, regulations, and rules, as well as a commitment to strong governance practices and transparency in all business activities.
3.2	Anti-Corruption: Stark Aerospace has a zero-tolerance policy with respect to bribery and corruption. Suppliers shall not exercise improper influence or directly or indirectly offer, give, or promise money or any other thing of value (including facilitation payments, gifts, meals, entertainment or other business courtesies and benefits, regardless of value) to any individual for an improper purpose. This prohibition applies regardless of whether the recipient is a government official or representative of a private company. Similarly, Suppliers shall not solicit or accept any bribes, kickbacks, or other improper payments.
3.3	Gifts and Entertainment: Suppliers shall not offer, give, promise, solicit or accept any gifts, meals, entertainment, travel or other business courtesies or benefits unless there is a legitimate business reason for doing so and the situation could not give rise to even an appearance of impropriety. All business courtesies and benefits given and received must be lawful, reasonable, and consistent with industry standards.
3.4	Conflicts of Interest: When dealing with Stark Aerospace, Suppliers must remain free of any improper influences that stem from personal, business, or other arrangements that could create a conflict of interest. Any potential conflicts must be promptly disclosed to Stark Aerospace so that appropriate remedial actions can be taken.
3.5	Competition and Fair Dealing: Suppliers shall not enter into anti-competitive agreements or otherwise seek to undermine free and fair competition in violation of applicable antitrust and competition laws. All information regarding a Supplier's products and services must be accurate and truthful. Misleading statements intended to gain a competitive advantage and disparaging or untrue statements about competitors are prohibited.



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3.6	<p>International Trade: When doing business with Stark Aerospace, Suppliers shall ensure that no transactions directly or indirectly involve parties that are subject to U.S. economic sanctions. In addition, Suppliers shall ensure that any transactions involving items or information subject to export controls are lawful, including by obtaining any required export licenses or other permits. Suppliers shall respect all laws and regulations governing the importation of goods into the United States.</p>
3.7	<p>Use of Information and Assets: In some instances, Suppliers will have access to Stark Aerospace's facilities, equipment, systems, information, or other assets. Suppliers shall comply with the terms of any agreements governing the use of such assets and shall take all appropriate steps to protect them from damage, loss, misuse, theft, or unauthorized access. Confidential information may only be used for legitimate business purposes and must never be shared with third parties unless specifically authorized by Stark Aerospace. Suppliers shall not use Stark Aerospace's logo, trademarks, or service marks without written authorization.</p>
3.8	<p>Financial Integrity: In accordance with applicable laws and accepted accounting practices, Suppliers shall implement internal controls over financial reporting and maintain accurate and complete books and records that fairly reflect all transactions. All contracts and invoices shall accurately and in reasonable detail describe the goods and services provided to Stark Aerospace. False, incomplete, or misleading business records are unacceptable.</p>
3.9	<p>Product Quality and Performance: Suppliers shall respect all contracts with Stark Aerospace and deliver goods and services on time and to the agreed-upon specifications. All goods must comply with applicable quality, safety, and labeling requirements.</p>
4.0	<p>DATA SECURITY</p>
4.1	<p>Data Security: Suppliers will handle and process data only for the purposes for which it was collected or otherwise made available. Suppliers shall demonstrate appropriate industry standard and best practices data security controls to ensure that all information is protected and secure from damage and unauthorized use. In addition to the above minimum requirements, Suppliers will follow any data security policies and requirements specified in contractual agreements with Stark Aerospace.</p>
4.2	<p>Notification Requirements: Subject to any contractual requirements, Suppliers will notify Stark Aerospace Ethics Officer or acting agent at +1 (662) 798-4075 x1183 without undue delay of any known or suspected.</p>



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5.0 COMPLIANCE WITH THIS CODE AND ADDITIONAL INFORMATION

- 5.1 **Mandatory Compliance and Scope:** Compliance with this Code is a condition of doing business with Stark Aerospace. Importantly, the minimum requirements set forth herein apply throughout the supply chain. Accordingly, Suppliers shall communicate these requirements to—and require compliance by—their parent companies, subsidiaries, affiliates, directors, officers, employees and any other parties that support their business activities with Stark Aerospace, such as consultants or subcontractors.
- 5.2 **Supplier Compliance Program:** Suppliers shall take steps to ensure their compliance with this Code, including by implementing an ethics and compliance program that is reasonably designed to address all relevant topics. Features of such a program may include a management commitment to ethical business practices and compliance with applicable laws and regulations, appropriate policies, procedures and internal controls, training for employees, mechanisms for employees and others to raise concerns without fear of retaliation and processes to address such concerns.
- 5.3 **Auditing and Monitoring:** Stark Aerospace reserves the right to take affirmative measures, such as audits or inspections, to monitor compliance with this Code. Such audits or inspections may take place without prior notice to the Supplier. Suppliers shall allow the representatives from Stark Aerospace to have full access to relevant Supplier facilities, documents, records and employees for confidential interviews.
- 5.4 **Reporting and Violations:** Suppliers shall promptly inform Stark Aerospace of any violations or suspected violations of this Code and promptly take corrective action to remediate the violation. Reports can be made to Stark Aerospace Ethics Officer or acting agent by contacting +1 (662) 798-4075 x1183 (USA).
- 5.5 Stark Aerospace will investigate all reports of misconduct promptly and thoroughly. Any substantiated allegations may result in corrective actions or termination of contract. There will be no retaliation against anyone who makes a good faith report of alleged wrongdoing, even if it is ultimately determined that no violation occurred.
- 5.6 **Verification and Remediation:** Stark Aerospace reserves the right to verify compliance with this Code. To that end, Suppliers shall maintain documentation to demonstrate their compliance and provide such documentation and any other relevant information to Stark Aerospace upon request. Stark Aerospace reserves the right to modify or terminate its relationship with any Supplier not in compliance with this Code.
- 5.7 **Additional Information:** Any questions about this Code or Stark Aerospace's expectations should be raised to Stark Aerospace Ethic Officer or acting agent.

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5.8	<p>Disclaimer: Stark Aerospace's Supplier Code of Conduct can be modified, changed, or withdrawn by Stark Aerospace at any time. This Code, or the demonstration of its compliance, does not create any agency relationship or third-party beneficiary rights for the Supplier. Any contract or legal agreement between the Supplier and Stark Aerospace shall be deemed to incorporate this Code.</p>
6.0	<p>ACKNOWLEDGEMENT AND CERTIFICATION</p> <p>6.1 Stark Aerospace requests that all of its Suppliers document their agreement to this Code of Conduct by completing the acknowledgement and certification below. All Suppliers are nonetheless required to comply with the terms of this Code regardless of whether the acknowledgement and certification is completed and returned. Stark Aerospace reserves the right to terminate its relationship with any Supplier which fails to complete the below.</p> <p>6.2 The undersigned, being duly authorized to respond to and sign on behalf of the Supplier, hereby acknowledges and certifies as follows:</p> <p>6.3 1.We have received and understand the contents of Stark Aerospace 's Supplier Code of Conduct.</p> <p>6.4 2.We are aware of all relevant laws and regulations of the countries in which our company operates.</p> <p>6.5 3.We will report to Stark Aerospace any known or suspected violations of the Supplier Code of Conduct.</p> <p>6.6 4.We will comply with the requirements of the Supplier Code of Conduct.</p> <p>6.7 5.We will inform our employees and subcontractors of the content of the Supplier Code of Conduct and ensure that they will also comply with the provisions incorporated therein.</p> <p>6.8 6.We authorize Stark Aerospace —or any organization or individual acting on behalf of Stark Aerospace —to carry out audits or inspections at our premises, with or without notice, as well as the business premises of our subcontractors at any time to verify compliance with the Supplier Code of Conduct.</p>

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Mary Nealon

VP, Contracts and FSO

Document Record			
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0	22-Oct-2023	All	Initial Issue