



Policy on Anti-Bribery; Gifts and Entertainment

1. OVERVIEW AND SCOPE

Signature Aviation Limited and its wholly owned subsidiaries (“Signature” or the “Company”) are committed to the highest level of ethical conduct and to doing business in compliance with all applicable laws, rules and regulations in the jurisdictions in which we operate. We seek to foster a culture based on a principle of zero tolerance for any type of wrongdoing or misconduct and expect our employees, officers and directors to reflect the highest standards of integrity in their conduct and all matters affecting the Company. This includes refraining from any sort of Bribery. As such, it is critical that our commitment to ethical behavior is reflected whenever our employees are involved in the provision or receipt of Gifts and Hospitality. Employees must never solicit any type of gift or other benefit from third parties.

The purpose of this Policy is to set out our position with respect to Bribery and to set out guidelines that must be adhered to by all Signature employees whenever they provide or accept Gifts or Hospitality to or from third parties. This Policy is intended to ensure that employees understand that such expenditures do not cross a line into conduct that could be characterized as Bribery or trigger enforcement actions under anti-corruption laws. Penalties for violating anti-corruption and anti-bribery laws can be severe with fines running into millions of dollars and fines and imprisonment for individuals.

Employees must always apply the principles of this Policy, including when acting through a representative, agent, consultant or contractor. Failure to comply with this Policy may result in disciplinary action, up to termination for gross misconduct.

In this Policy, all references to Signature include Signature Aviation Limited and all of its subsidiaries and affiliates. Please note, that some of these related entities may impose more stringent obligations on their employees than those which are proscribed in this Policy. Where that is the case, the more stringent rules must be observed.

Note: This Policy does not apply to the provision of Gifts or Hospitality within the Company, such as the purchase of holiday door prizes or team outings. For such expenditures, contact your direct manager or Human Resources representative.

2. DEFINITIONS

“**Applicable Anti-corruption Laws**” include, but are not limited to, the U.S. Foreign Corrupt Practices Act (“FCPA”) and the U.K. Bribery Act 2010.

“**Bribe**” means an undue reward, benefit, pecuniary or other advantage, the purpose of which is to improperly obtain or retain business or for any other improper purpose or commercial advantage. Bribes include Kickbacks.

INTERNAL USE ONLY

The information contained in this document is the proprietary information of Signature Aviation and may not be used, duplicated, or disclosed, except for its intended purpose.

“Bribery” means the offering, promising, giving, authorizing or accepting of any Bribe to, by or for any person (Public Officials in particular), whether directly or through an intermediary. Bribery is often referred to as corruption.

“Gift” means any payment, gratuity, gratification, present or advantage, pecuniary or not, offered, promised, given or received, without any direct or indirect material or immaterial compensation.

“Gifts & Hospitality Tool” means an electronic submission form established by Signature’s Legal Department either on the Intranet, the Legal Request System (“LRS”), in Oracle, or through some other medium as communicated by Signature’s Legal Department to be the preferred method for employees to submit requests for approval and/or recordkeeping for the receipt or provision of certain Gifts or Hospitality.

“Hospitality” includes all products or services, business courtesies, meals, drinks, discounts, entertainment, recreation, tickets, transportation and other “things of value” (excluding courtesies (drinks or snacks) and gratuities of nominal value (small promotional items, branded swag, diaries, calendars, etc.)) for which the recipient does not pay the fair value.

“Kickback” means a payment or other valuable consideration, provided to someone who has illicitly facilitated a transaction or contractual arrangement.

“Public Official” means any person or close family member that serves in any capacity as an executive, director, officer, official, or employee of a Governmental Authority, political party, public international organization or a wholly owned or partially state-owned or controlled enterprise.

“Third Party” means any person or entity engaged in business and/or other economic activities with Signature, whether or not for profit, as well as any parent company, affiliate or other entity held by a shared beneficial owner or related party. For purposes of this Policy, Customers, Contractors, Suppliers, Consultants and Business Partners, as defined in Signature’s **Third Party Vetting Policy** are included in the definition of “Third Party.”

3. ANTI-BRIBERY

Signature employees, officers and directors must not directly or indirectly offer, promise, pay or give a Bribe to any person or authorize such a Bribe. Signature employees, officers and directors also must not directly or indirectly accept a Bribe.

This prohibition includes the use of contracts or consulting agreements to channel payments to Public Officials, political parties, or political figures, including their relatives or business associates.

This prohibition applies whether or not payment is made directly to a Public Official and whether in connection with a government or commercial transaction.

4. GIFTS AND ENTERTAINMENT GUIDING PRINCIPLES

Signature recognizes that the provision of Gifts and Hospitality can establish and reinforce goodwill during commercial transactions with Third Parties and that such practices are considered customary in certain markets and industries. However, an increasing number of countries now limit or prohibit the provision of Gifts and Hospitality and have enacted legislation that could potentially carry serious criminal liability for Signature and the individuals involved.

INTERNAL USE ONLY

The information contained in this document is the proprietary information of Signature Aviation and may not be used, duplicated, or disclosed, except for its intended purpose.

As such, good judgment is of critical importance when giving or accepting Gifts or Hospitality. You must always apply the below principles, in addition to the requirements set forth in Sections 5, 6 and 7 below, when considering whether to give or accept such. We realize the answers to the below are not always straightforward, so we encourage you to contact your Manager or the Legal Department in the event of any queries or doubts.

The provision or receipt of Gifts or Hospitality by Signature employees *must* be:

- (i) Permissible under applicable laws, rules and regulations;
- (ii) Reasonable in cost, amount and *frequency*¹;
- (iii) Appropriate to the occasion and circumstances;
- (iv) Provided or received openly and transparently;
- (v) Capable of withstanding public scrutiny; and
- (vi) Properly recorded in Signature's books and records.

Signature employees *must never* provide or accept Gifts or Hospitality:

- (i) Intended, or that appear to be intended, to influence the business judgement of the recipient;
- (ii) Of cash or cash equivalent (including but not limited to per diems, cheques, travellers cheques, money vouchers and gift cards);
- (iii) Linked to a competitive procurement or bidding process, including an RFP, or within six months of an agreement coming to termination in which a contract extension or RFP may be considered;
- (iv) Connected with the expectation of, or as a reward for, the provision of business or other favourable official action;
- (v) Specifically requested by the recipient;
- (vi) Of an indecent, sexually-oriented or otherwise harmful nature that might tarnish Signature Aviation's reputation; or
- (vii) That could be perceived as a Bribe or Kickback, including rebates, commissions and other payments or benefits provided to third parties or intermediaries where the recipient or payee is not clearly the provider of the service, or "consultancy fees" and other such payments where the value to the company making the payment cannot be legitimately demonstrated.

5. PRIOR APPROVAL FOR ALL GIFTS AND HOSPITALITY TO PUBLIC OFFICIALS

Most countries have their own specific and often strict rules governing the acceptance of Gifts and Hospitality by Public Officials. The offering, or attempt to do so, of Gifts and Hospitality, including travel, accommodation or daily expenses (directly or through intermediaries) to Public Officials is a criminal offence in most countries and subject to severe penalties.

Signature strictly prohibits the giving of all kinds of Gifts, gratuities, courtesies, entertainment or favors to Public Officials, including employees, officials, consultants, or immediate families of same, of any governmental units

¹ Note that Gifts or Hospitality that individually would otherwise be considered appropriate can be considered unreasonable or even prohibited if provided or received too frequently with the same person or party.

INTERNAL USE ONLY

The information contained in this document is the proprietary information of Signature Aviation and may not be used, duplicated, or disclosed, except for its intended purpose.

(including State-owned companies) world-wide **without the prior approval** of the Legal Department via the Gifts & Hospitality Tool, and, if applicable, appropriate managers.

Additional rules may apply to Signature Aviation companies that enter into certain government contracts. Also see the **Signature Aviation Government Contracts Compliance Policy**.

6. PRIOR APPROVAL & REPORTING

Signature is legally obligated to accurately and timely report its financial and business information, and this includes proper reporting of all business gratuities given or received by Signature or its affiliates. False, misleading or incomplete entries in Signature’s books, records or other business documents are strictly prohibited.

Required Pre-approval

Pre-approval must be obtained from Legal by Signature employees—and may be routed to appropriate managers for additional approvals—via the Gifts & Hospitality Tool (or if time constraints do not permit otherwise, via email, telephone or text) for the following:

- (i) Gifts valued at more than **\$350/£300 per person (\$750/£600 for Band 0 and Band 1)**;
- (ii) Meals valued at more than **\$350/£300 per person (\$750/£600 for Band 0 and Band 1)**;
- (iii) Entertainment or other Hospitality valued at more than **\$350/£300 per person per event (\$750/£600 for Band 0 and Band 1)**;
- (iv) Provision of travel or overnight accommodation;
- (v) Season tickets or annual memberships; or
- (vi) Any gratuities, regardless of value, involving Public Officials.

For ease of administration, pre-approvals may be sought individually or in a “batch” form (such as for an upcoming event or series of related events) by the organizer or someone otherwise delegated to do so, such as an administrative assistant.

Required Reporting

All Gifts and Hospitality given or received by a Signature employee and valued at or above **\$350/£300, or that fall within one of the above categories**, must be recorded in the Gifts & Hospitality Tool within 45 days.

For Gifts and Hospitality you provide, the approval reference number from the Gifts & Hospitality Tool must be included in the expense report description. If pre-approval was not obtained, for whatever reason, you still must record the provision of Gifts and Hospitality within 45 days and include the approval reference number in the expense report description.

Reporting must be undertaken to ensure that whenever a Signature employee provides or receives Gifts or Hospitality, it is properly recorded in our books and records and any potential legal or reputational risks are promptly identified and addressed.

Reporting is mandatory for all Signature employees, including when carried out through a representative, agent, consultant or contractor acting on Signature’s behalf. Failure to adhere to these reporting obligations may lead to disciplinary action, including up to dismissal.

The records will be periodically reviewed by Internal Audit.

INTERNAL USE ONLY

The information contained in this document is the proprietary information of Signature Aviation and may not be used, duplicated, or disclosed, except for its intended purpose.

7. PROHIBITION ON FACILITATION OR “GREASE” PAYMENTS

Facilitation payments are payments made to secure or accelerate routine government procedures such as to:

- obtain licenses, permits or other documents to qualify to do business in a foreign country;
- process visas or secure custom clearance; or
- secure police protection.

Signature does not permit such facilitation payments to government officials, even if the payments are of nominal value. If you have any questions surrounding the making of facilitation payments, please contact the Legal Department.

8. RESPONSIBILITY

Every employee is responsible for following the requirements of this Policy and ensuring those around them do so as well. Employees must immediately report suspected violations of the law or of this Policy pursuant to Signature’s **Disclosure of Unethical Conduct Policy**; they will not suffer any adverse company action for doing so, and the matter will be dealt with in the strictest possible confidence. This reporting obligation includes situations in which (i) a third party solicits or demands a Bribe or facilitation payment, or (ii) a third party offers to pay a Bribe.

This Policy and compliance with it will be the subject of review as part of the Signature Aviation Internal Audit Programme.

Corporate Policy	Title: Policy on Anti-Bribery; Gifts and Entertainment		
	Function: Legal		
	Reviewed: June 2021	Supersedes: Gifts and Entertainment Policy and Policy on Bribery and Corruption, October 2020, June 2017	First Implemented: April 2008
	Owner: General Counsel	Approver: Board of Directors	Page 5 of 5

INTERNAL USE ONLY

The information contained in this document is the proprietary information of Signature Aviation and may not be used, duplicated, or disclosed, except for its intended purpose.