

## Code of Conduct for Luxair's Suppliers

This supplier code of conduct (the **Code of Conduct**) describes Luxair's commitment to conduct its business activities with ethics as well as in compliance with applicable laws and regulations. We expect all our suppliers (the **Supplier**) to adhere to the same ethical principles. This Supplier Code of Conduct establishes certain minimum standards which we ask our Suppliers to defend and respect when entering into a contract with Luxair.

By entering into a contract with Luxair, Supplier express its commitment to respect the following principles:

### 1. Compliance with the law

The Supplier shall conduct its business in an ethical and lawful manner and shall therefore comply with all laws and regulations applicable to its business.

Neither the Supplier, nor any of its Affiliates nor any of their respective directors, officers or employees nor any agent or other entity acting on behalf of the Supplier or any of its Affiliates, has, in the past five (5) years, taken any action, directly or indirectly, that would result in a violation of or allow for the imposition of sanctions under any applicable trade embargoes or economic sanctions laws, regulations, or orders of the United States, the European Union, the Grand-Duchy of Luxembourg or any similar applicable laws, rules, or regulations issued, administered or enforced by a competent authority (collectively, "Sanctions Laws"), nor has the Supplier nor any of its Affiliates nor any of their respective directors, officers or employees nor any agent or other entity acting on behalf of the Supplier or any of its Affiliates received written notice within the last five (5) years that it has been or is the subject of any investigation, complaint or claim of any violation of any applicable Sanctions Laws by any competent authority in any country in which the Supplier or its Affiliates does business.

The Supplier and its Affiliates have implemented and maintain policies, procedures and controls to ensure compliance by the Supplier and its Affiliates with Sanctions Laws. Neither the Supplier nor any of its Affiliates nor any of their respective directors, officers or employees nor any agent or other entity acting on behalf of the Supplier or any of its Affiliates is designated as a sanctioned party.

### 2. Anti-bribery and conflict of interest

#### 2.1 Anti-Bribery

Supplier must comply with all applicable anti-bribery and corruption laws and regulations.

Supplier shall not offer, promise, authorize or give anything of value to any person in order to gain any improper business advantage of any kind. In addition, Supplier shall not solicit or accept any form of bribe from any person.

#### 2.2 Conflict of interest

Suppliers must make Luxair aware of any potential conflicts of interest as soon as they are known.

### **3. Working and employment conditions**

#### **3.1 Non-discrimination and fair treatment**

Supplier shall not discriminate and shall provide equal employment opportunity to all employees without discrimination irrespective of skin colour, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age.

Supplier shall ensure that every employee shall be treated with respect and dignity. Mental or physical coercion or punishment, or threat of physical abuse or punishment, any kind of sexual or other harassment and other forms of intimidation are prohibited.

#### **3.2 Working hours and compensation**

Supplier must comply with all applicable laws and regulations on working hours and minimum wages.

#### **3.3 Child labour**

Supplier is prohibited from using workers under the minimum legal age of employment in the jurisdiction where work is performed. In the event that local law does not specify a minimum working age, the minimum age of employment shall be 15 years of age. Irrespective of the legal minimum age, employers shall ensure that all legal requirements including type of work, remuneration, working conditions and education requirements are met.

#### **3.4 Forced labour**

Supplier must not hold an individual or group in slavery or servitude. Employment shall be freely chosen and employees free to leave after reasonable notice is served. Supplier condemns any form of commercial sexual exploitation, and supports all acts of law made to prevent and punish such crimes. In particular, Supplier shall refuse to take part in sexual exploitation of children and report all cases of sexual exploitation of children that comes to its awareness.

#### **3.5 Freedom of association**

Suppliers shall grant their employees the right to freedom of association and collective bargaining, as permitted by and in accordance with applicable laws and regulations.

### **4. Health and safety of employees**

Supplier commits to comply with applicable health and safety regulations in order to preserve the health of employees and prevent accidents, injuries and work-related illnesses.

In particular, Suppliers shall establish appropriate organizational structures for the effective management of health and safety risks and put in place measures such as policies, procedures and communication that support accident prevention and minimize health risk exposure for all employees.

### **5. Environment**

Supplier shall ensure compliance with all applicable environmental laws and regulations. Supplier shall also minimise environmental pollution and make continuous improvements in environmental protection.

## **6. Supply Chain**

Supplier will communicate the requirements of this Code of Conduct to all members of their organization and suppliers, and will take reasonable care to ensure these requirements are followed by them.

## **7. Monitoring Activities**

Without unreasonably disrupting the Supplier's work, Luxair may conduct reasonable audits with prior notice to verify the Supplier's compliance with this Code of Conduct.

Any breach of the obligations stipulated in this Code of Conduct by Supplier is considered as a material breach of the contract entered into by and between Luxair and Supplier. In case of a material breach, Luxair reserves the right to terminate its business relationship with Supplier.