



Vista America Supplier Code of Conduct

Introduction

In this Supplier Code of Conduct (“**Code**”), “**Vista America**” refers to XOJET Aviation LLC DBA Vista America (Delaware limited liability company with registration number 4087290); JetSelect, LLC DBA Vista America (an Ohio limited liability company with registration number 1539947); Western Air Charter, Inc. DBA Vista America (a California corporation with registration number 914061102); and Red Wing Aeroplane, LLC DBA Vista America (a Delaware limited liability company with registration number 3982576).

Code Applicability: This Code applies to all of Vista America's supply chain business partners (and their respective employees) who provide goods and/or services to Vista America throughout the world, including without limitation, suppliers, contractors, agents (including ground handling agents), sales representatives/agents and consultants (each of whom is referred to in this Code as the “**Supplier**”).

The Supplier shall, as much as is reasonably possible, promote the principles and standards set out in this Code within its own supply chain, including to its own suppliers, subcontractors, and business partners.

Vista America is committed to conduct its business in an ethical, legal and socially responsible manner and to select reputable business partners who are committed to similar conduct.

This Code documents the prerequisites, principles and standards for establishing and maintaining a business relationship with Vista America.

As an organization engaging a global supply base, Vista America understands that there are cultural differences among its business partners, however, this Code contains universal principles and standards and it is expected that the Supplier meets these principles and standards. Vista America recognizes that the Supplier is an independent business; however, the actions of the Supplier may also affect Vista America’s financial covenants towards capital markets, reputation and the level of trust that Vista America has achieved from its customers.

Compliance with the principles and standards contained in this Code is a criterion that is actively taken into consideration by Vista America as part of its supply chain process.

This Code contains general requirements applicable to the Supplier. Supply contracts and agreements executed between Vista America and the Supplier may contain more specific provisions addressing some of these same issues. Nothing in this Code is meant to supersede any more specific provision in a particular contract or agreement effective between the Supplier and Vista America, and to the extent there is any inconsistency between this Code and any other provision of a particular contract or agreement, the provision in the contract or agreement will prevail.

The enforcement and interpretation of this Code rests solely with Vista America. This Code does not confer, nor shall it be deemed to confer, any rights on the Supplier or on the part of third-parties, including any third-party beneficiary rights. For example, no employees of the Supplier shall have any rights against Vista America by virtue of this Code, nor shall such employees have any rights to cause Vista America to enforce any provisions of this Code; the decision with respect to any such actions are reserved by Vista America in its sole and absolute discretion. This Code only creates rights in favor of Vista America. Code does not bind Vista America in any way to enter into any legal relationship with the Supplier. The headings contained in this Code are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this Code.

Principles & Standards

Compliance with Laws and Regulations

Vista America requires each Supplier to comply with all laws and regulations applicable to it (i.e. applicable to the Supplier). Where national laws or regulations applicable to the Supplier are less restrictive than this Code, then the Supplier must comply with this Code, even if the Supplier's conduct would otherwise be legal. On the other hand, if national laws or regulations are more restrictive than this Code, the Supplier must always, at a minimum, comply with those laws and regulations.

Financial Integrity

The Supplier shall maintain complete and accurate financial books, records, and statements pertaining to its business in accordance with applicable rules, laws and regulations and prevailing industry practices. The Supplier must use sound financial practices and ensure transparency in financial dealings by implementing and maintaining adequate internal controls.

Business records must be retained by the Supplier in accordance with all applicable laws and regulations. Vista America reports its financial results and other significant developments fully, fairly, accurately, timely, and understandably, Vista America expects similar conduct from the Supplier. Any payments and credit refunds that may be affected pursuant to any supply contract in force between Vista America and Supplier shall always be made to the account from which funds have been received.

Child Labor

The use of child labor by the Supplier is strictly prohibited, in line with International Labor Organization (“ILO”) Convention 138 on the Minimum Age for Admission to Employment, and Convention 182 on the Worst Forms of Child Labor. The term ‘child’ refers to any person under the age of 15 years (or 14 years where established by local laws in accordance with the ILO developing- country exception), unless the minimum age for work or compulsory schooling is stipulated as being higher by the law of the country or countries where the performance (in whole or in part) of a contract takes place, in which case the stipulated higher age shall apply. No worker under the age of 18 shall be involved in work that is likely to jeopardize their health, safety or morals regardless of the number of hours worked. Vista America generally encourages the creation of apprenticeship programs compliant with local laws and regulations.

1. Working Conditions

The Supplier shall recognize and be committed to upholding the human rights of its employees and treat them with dignity and respect as understood by the international community.

Vista America has a zero-tolerance approach to modern slavery. The use of compulsory, forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery, servitude, or trafficking of persons is not tolerated by Vista America. This includes transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. Employment shall at all times be voluntary, and the terms of employment must comply with applicable laws and regulations. The Supplier shall promptly report to Vista America (through the *Speak Up Procedure for Reporting Concerns Relating to Financial Matters*, mentioned below) any concern, issue or suspicion of modern slavery in any part of Vista America’s business or related supply chain.

Employees are free to leave their employment after reasonable notice. A reasonable notice period is based on an employee’s contractual notice period and assumes the existence of written contracts for all employees, reinforcing Vista America’s position that all employees understand and are given written information about the terms of their employment.

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and statutory benefits. Workers shall be paid their compensation in a timely manner.

Employees shall not be required to surrender any government issued identification, passports, work permits, or other valuable items as a condition of employment, or to lodge deposits of money, unless the surrendering of certain documentation is required as per applicable law for non-abusive purposes. The retention of personal documents shall not be used as a means to bind workers to employment or to restrict their freedom of movement.

Working hours of employees shall not exceed the maximum set by national law.

1. Human Rights, Health, Safety & Wellbeing

The Supplier shall conduct its activities in a manner that respects human rights as set out in The United Nations Universal Declaration.

The Supplier shall provide its employees with a safe and healthy workplace in compliance with all applicable laws, regulations and industry standards.

The Supplier shall provide its employees with adequate working facilities which, at a minimum, shall ensure reasonable access to potable drinking water and sanitary facilities; fire safety; access to emergency medical care; and adequate lighting and ventilation.

The Supplier shall systematically evaluate its health and safety performance through appropriate audits and report progress.

The Supplier is required to have strict procedures that prevent the use of illegal drugs in the workplace or in any other location where production or work is undertaken.

2. Anti-Discrimination and Dignity

Vista America supports diversity and employment equity. No form of discrimination shall be engaged in, or supported by, the Supplier in hiring, employment terms, remuneration, access to training, promotion, termination or retirement procedures or decisions.

2. The Supplier shall treat all employees fairly, ethically, respectfully and with dignity. The Supplier shall protect its employees from harassment, bullying and victimization in the workplace, including all forms of sexual, physical and psychological abuse. Prohibited Business Practices and Conflict of Interest

The Supplier shall conduct its business in accordance with the highest ethical standards. Without prejudice to the generality of the foregoing, the Supplier shall at all times:

1. comply and act consistently with the latest version of the ***Vista America Anti-Corruption and Anti-Bribery Policy*** and also with the latest version of the ***Vista America Anti-Money Laundering Policy***, and shall adhere to all the principles, standards and expectations set out therein;
2. comply and act consistently with the latest version of the ***Vista America Insider Trading Policy*** and shall adhere to all the principles, standards and expectations set out therein in the event that the Supplier receives or has access to material, non-public information regarding the business of Vista America;
3. disclose any actual or potential conflict of interest, and discuss it with Vista America. Even the appearance of a conflict of interest may be damaging and must therefore also be disclosed by the Supplier to Vista America and approved by Vista America in advance. Any activity that is approved, despite the actual or apparent

conflict, shall be documented. The term “conflict of interest” describes any circumstance that could cast doubt on the ability of the Supplier to act with total objectivity with regard to Vista America’s interests;

4. promptly notify Vista America (through the *Speak Up Procedure for Reporting Concerns Relating to Financial Matters*, mentioned below) of, any attempts made by any Vista America employee towards the Supplier, or, any allegation made against the Supplier of corruption, bribery, money laundering, terrorist financing, fraud or unfair and prohibited business practice in any court, arbitration, or administrative proceedings, or, if any investigation is commenced in respect of such allegations; and,
5. comply with any and all applicable laws and regulations concerning corruption, bribery, money laundering, terrorist financing, fraud, insider trading and unfair and prohibited business practices.

The latest version of all the Vista America policies mentioned above are available online at <https://www.xojetaviation.com/legal/> (or at any other location indicated by Vista America at any time) and all such policies are incorporated into this Code by reference. It is the responsibility of the Supplier to access the aforementioned website and read the latest versions of these policies from time to time.

3. Antitrust / Competition Laws

The Supplier shall at all times observe and comply rigorously with all applicable antitrust/competition laws that prohibit unlawful restraint of trade. The Supplier will not engage in collusive bidding, price fixing, price discrimination or other unfair trade practices in violation of applicable antitrust/competition laws. The Supplier will uphold fair business standards in advertising, sales and competition. Without prejudice to the generality of the foregoing, any kickbacks (or similar payments) to any Vista America employee or to any affiliate of a Vista America employee or to any relative of a Vista America employee is strictly prohibited.

4. Confidential Information, Data Protection, and Intellectual Property

The Supplier must protect the confidential information entrusted to it by Vista America. Confidential information may only be used and disclosed in a manner authorized by Vista America. Confidential information includes, but is not limited to, all personal data (‘personal data’ means any data which permits the identification of an individual) and non-public information provided by Vista America to the Supplier, whether intentionally, unintentionally, directly or indirectly.

The Supplier must safeguard Vista America’s confidential information using the same standard it employs to safeguard its own information of like kind, but in no event less than a commercially reasonable standard of care. The Supplier will be responsible for any unauthorized use or disclosure of Vista America’s confidential information by its employees, agents, and other representatives as well as any other entity receiving or receiving access to Vista America’s confidential information from the Supplier.

In order for Vista America to permit the Supplier to process any personal data or confidential information on Vista America's behalf, then the Supplier agrees to accurately and in a timely manner complete Vista America's 3rd Party IT Security & Data Assessment Questionnaire (or any other equivalent documentation) in order to enable Vista America to assess whether Supplier has appropriate technical and organizational measures in place to securely safeguard and protect the said data and information processed on Vista America's behalf.

The foregoing shall be in addition to any other confidentiality obligations that the Supplier may have pursuant to a contract or other agreement with Vista America.

The Supplier shall ensure compliance with all applicable laws and directives providing for the protection, transfer, access and storage of personal data. Vista America has in place a Privacy Policy that is available at <https://www.xojetaviation.com/privacy>. The Supplier shall act consistently with the latest version of the said Privacy Policy issued by Vista America and shall ensure at all times that neither it/he/she nor any of its/his/her directors, officers, employees, agents or subcontractors shall commit any act or omission that may result in Vista America being in breach of the said Privacy Policy. The latest version of the said Privacy Policy is incorporated into this Policy by reference. It is the responsibility of the Supplier to access the aforementioned website and read the latest version of the Privacy Policy from time to time.

The Supplier shall respect the intellectual property rights of others, especially those of Vista America.

5. Compliance with Import and Export Laws and Economic and Trade Sanctions

The Supplier shall at all times comply with all applicable foreign and multilateral import and export laws. The Supplier is responsible for understanding the applicable Import and Export Control Laws that apply to it and for conforming to such laws.

The Supplier will not engage in or facilitate any business activity that would lead Vista America to breach any applicable trade or economic sanctions obligations.

The Supplier shall comply with any and all applicable economic and trade sanction laws and regulations (including without limitation, the economic and trade sanction laws and regulations enacted by the United States, the United Nations, and the European Union). Moreover, the Supplier shall act consistently with the latest version of the ***Vista America Sanctions Compliance Policy*** and shall adhere to all the principles, standards and expectations set out therein. The latest version of the *Vista America Sanctions Compliance Policy* is made available online at <https://www.xojetaviation.com/legal/sanctions-policy.html> (or at any other location indicated by Vista America at any time) and is incorporated into this Code by reference. It is the responsibility of the Supplier to access the aforementioned website and read the latest version of the *Vista America Sanctions Compliance Policy* from time to time.

6. Environment

Vista America expects that environmental protection is a priority for the Supplier in all significant aspects of its activities. The Supplier will comply with all applicable environmental laws, regulations and standards and minimize any adverse impact on the environment.

Contract Approvals

The Supplier shall, when requested by Vista America, provide to Vista America sufficient evidence confirming that the individual who is binding the Supplier on any contract or agreement with Vista America is authorized to do so by the Supplier.

Audits and Termination of Business Relationship

The Supplier shall, without expense to Vista America, provide access (with appropriate prior notice from Vista America), to any facilities from which it conducts its business in order to enable Vista America (or its third party professional representatives) to audit and verify compliance by the Supplier with this Code. If an audit shows that the Supplier is in breach of this Code then the Supplier shall, without delay, implement the necessary corrective action (if the breach can be corrected) determined by Vista America.

Vista America may terminate the supply relationship with the Supplier (including terminating all contracts and agreements in force between Vista America and the Supplier) by means of written notice to the Supplier, with immediate effect, without need of judicial recourse, and without liability for compensation or damages (whether direct and/or indirect) of any type or nature in favor of the Supplier, in the event that the Supplier fails to comply with any provision in this Code and does not remedy the failure (if such a failure is remediable) within 10 days of Supplier being notified in writing of the failure.

Reporting Violations & Questions

The Supplier is expected to identify, correct and monitor the continued compliance of any activities that fall below the principles and standards of this Code.

The Supplier is to report to Vista America any conduct, including conduct of any Vista America employee, that it believes in good faith to be an actual, apparent, or potential violation of this Code. Prompt reporting of violations is in the best interest of all parties.

Reports of incidents shall be made by the Supplier in accordance with the ***Speak Up Procedure for Reporting Concerns Relating to Financial Matters***. The latest version of the *Speak Up Procedure for Reporting Concerns Relating to Financial Matters* is made available online at <https://www.xojetaviation.com/legal/> (or at any other location indicated by Vista America at any time) and is incorporated into this Code by reference. It is the responsibility of the Supplier to access the aforementioned website and read the latest version of the *Speak Up Procedure for Reporting Concerns*

Relating to Financial Matters from time to time.

Any questions related to this Code can be addressed to the Vista America Compliance and Ethics Department as follows:

Attn: Vista America Compliance Manager
E-mail: globalsanctions@xojetaviation.com

Revisions

Vista America will unilaterally review this Code on a regular basis at its absolute discretion, and will introduce revisions where necessary or appropriate. Vista America may also issue addenda, guidelines and memoranda from time to time to supplement this Code. The latest version of this Code and of any addenda, guidelines and memoranda will always be available online at <https://www.xojetaviation.com/legal/>. It is the responsibility of the Supplier to access this website regularly to view the latest version of this Code and of any addenda, guidelines and memoranda.

Translation of this Code in any other language may be made, however the original English version will at all times remain the only official version.

Confirmation

The Supplier shall periodically, whenever so requested by Vista America, confirm in writing (in a form set by Vista America) to Vista America that it has read the latest version of this Code and agrees to comply therewith.

Document Owner

Title
President

Version Control

Date	Version	Description
10/XX/2023	1	Effective Date

