

Approved by the decision of the Board of Directors.

Avia Solutions Group

Whistleblowing Policy

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DEFINITIONS

Within the context of this policy, the following definitions shall apply:

Definition	Explanation
Applicable laws	mean local laws, under which the Company is registered and acts, including, but not limited to, laws related to the protection of Whistle-blowers.
ASG or Company	means AVIA SOLUTIONS GROUP (ASG) PLC, Legal entity code: 727348, Building 9, Vantage West, Central Park, Dublin 18, D18 FT0C.
ASG whistleblowing channel	means a channel through which Whistle-blower can make a Disclosure and which is specified in the Article 8 of this Policy.
Assistant	means a natural person who is assisting or in any other manner helping the Whistle-blower and who's support shall be kept confidential.
Authorized person	<p>means an authorized and assigned person from the ASG Risk Management Department to be responsible for administration, and management of the investigation of the Disclosures and for protection of the Whistle-blower's confidentiality. In a case, Disclosure is related to the employees from the ASG Risk Management Department, the authorized person shall be the ASG Head of Audit.</p> <p>For ASG Subsidiaries operating outside of Lithuania, the Authorized person also means the employee, who is appointed by the Subsidiary's CEO, to perform the Authorized person's function.</p>
Disclosure	means a disclosure of information, including reasonable suspicions submitted by the Whistle-blower through the ASG whistleblowing channel about perpetrated or suspected Infringement in the Company or its Subsidiary in which the Whistle-blower works or has worked or in another organisation with which the Whistle-blower is or was in contact due to it's his or her work. The Disclosure could be submitted in a free form or by filling a specific form attached to this Policy as Appendix No. 1.
Employee	mean Company's or its Subsidiary's former or current employees at all levels whether permanent or temporary, directors, officers, agency workers, shareholders and persons belonging to the administrative, management or supervisory body of the Company or its Subsidiary, including non-executive members, as well as volunteers and paid or unpaid trainees, volunteers, interns.
Infringement	means the criminal or administrative offence, violation of job duties or other infringements that may endanger or violate the public interest, which are in preparation to be performed or are performed and about which the Whistle-blower or anonymous becomes/became aware on the current or former of his or her work-related activities or in any other circumstances.
Policy	means this Whistleblowing Policy.
Subsidiary	means any corporation of which more than 50% of the outstanding voting securities are owned directly or indirectly by the Company, by the Company and one or more other subsidiaries, or by one or more other subsidiaries.
Whistle-blower	means the Employee who makes the Disclosure about perpetrated or suspected Infringement through the ASG whistleblowing channel.

I. INTRODUCTION

1. The purpose of this Policy is to allow all Employees to make the Disclosures about perpetrated or suspected Infringements through Avia Solutions Group whistleblowing channel without concern of victimization, subsequent discrimination, disadvantage or dismissal.
2. This Policy aims to:
 - 2.1. Encourage all Employees to make the Disclosures about perpetrated or suspected Infringements;
 - 2.2. Protect Whistle-blower from any acts of retaliation;
 - 2.3. Treat all parties to an investigation in a fair and equitable manner;
 - 2.4. To ensure confidentiality of the identity of the Whistle-blower in accordance with Applicable laws.

II. SCOPE

3. This Policy applies to all Employees.
4. This Policy outlines the standards and procedures to be mandatorily followed and implemented in the day-to-day business and activities of the Company.
5. This Policy might be subject to local jurisdiction regulations that may impose stricter rules on Whistleblowing regulation. In case of any discrepancies between standards and requirements set out by this Policy and relevant applicable local laws, more stringent standards and requirements shall be applicable and take precedence (to the extent applicable laws so permit).
6. Any of such locally established regulations or mandatory requirements shall be respected and reported to the Authorized person to align with the Policy and implementation procedures by email at risks@aviasg.com.

III. REQUIREMENTS FOR WHISTLEBLOWING

7. ASG whistleblowing channel is established in the Company through which the Employees have a right to make the Disclosures about perpetrated or suspected Infringement.
8. The Employee who has concerns about perpetrated or suspected Infringement shall make a Disclosure through one of the ASG whistleblowing channels:
 - 8.1. by filling online Whistle-blowing application via ASG website;
 - 8.2. by filling Disclosure to compliance@aviasg.com. In this case, the Whistleblower can choose either to use the form attached to this Policy as Appendix No. 1 or submit a free form notice containing the following subjects:
 - 8.2.1. the specific circumstances about perpetrated or suspected Infringement, i.e. who (specifying the person/persons), when, in what manner and what Infringement has been committed or is planned to be committed;
 - 8.2.2. the circumstances and the date of becoming aware of the Infringement;
 - 8.2.3. the information whether the Disclosure has been submitted earlier. If yes, to whom the Disclosure has been provided and whether a response has been received. If the response has been received, what was the essence of such response (not applicable to anonymous Disclosure);
 - 8.2.4. Whistle-blower's name, surname, workplace, and other contact detail (not applicable to anonymous Disclosure);
 - 8.2.5. if possible, any available documents, data or information evidencing the suspected Infringement and other circumstances related to the Infringement shall be added.
 - 8.3. personally to the ASG Head of Risk Management Department.

9. In the event the Disclosure was provided in other ways (employees' emails, departmental mailboxes, etc.), the person, who received such information, shall ensure that it is immediately referred to the Whistleblowing channel by email compliance@aviasg.com.

IV. ACTIONS CONSTITUTING AN INFRINGEMENT

10. The Disclosures shall be submitted with the purpose to protect the Company, Employees, or/and public interest. The submission of the Disclosure in pursuance for personal interests' protection only shall not be considered a Disclosure. With that being said, any Disclosure should be in relation to:
 - 10.1. conduct which is an Infringement or a breach of the law (a criminal Infringement has been committed or failing to comply with any other legal obligation);
 - 10.2. disclosures related to miscarriages of justice;
 - 10.3. health and safety of the public and/or other employees;
 - 10.4. damage to the environment;
 - 10.5. unauthorized use of public funds or other assets;
 - 10.6. possible fraud and corruption;
 - 10.7. neglect or abuse of clients; or
 - 10.8. other unethical conduct.

V. ANONYMOUS WHISTLEBLOWING

11. ASG whistleblowing channel referred in the Article 8.1 allows to provide the Disclosures anonymously. Anonymous reporting can be done only by filling online Whistle-blowing application via ASG website. To ensure full anonymity employees of ASG shall not use Company's equipment (laptops, mobile phones, etc.) when submitting anonymous Disclosure via the Company's network.
12. In case of anonymous Disclosure, the identity of the Whistle-blower will be unknown to the Company, for as long as possible, provided that this is compatible with a proper investigation and Applicable laws.
13. In view of the guarantees afforded to the Whistle-blowers according to the Section VII of this Policy, it is considered desirable that they disclose their identity. However, there may be special or unusual circumstances where the Whistle-blower considers it necessary to make an anonymous Disclosure.
14. In case the anonymous Disclosure is received, such Disclosure will be accepted and treated equally with those bearing a signature and name. Anonymous Disclosures can at times be more difficult to investigate as there is no option to seek further information during the investigation, and anonymous Whistle-blower cannot be contacted to discuss the outcome, however, this should not act as a barrier to making an anonymous Disclosure if the Whistle-blower feels that this is the best course of action for him/her.

VI. INFRINGEMENT INVESTIGATION

15. The Authorized person does not investigate the Disclosure and informs the Whistle-blower (not applicable to anonymous disclosure) hereof, if it becomes evident that:
 - 15.1. the Whistle-blower makes an allegation without having reasonable grounds for believing it to be substantially true;
 - 15.2. the Disclosure is submitted with the purpose to protect personal interests;
 - 15.3. the Whistle-blower makes the Disclosure through the ASG whistleblowing channel repeatedly regarding the same circumstances when the Disclosure submitted previously has been investigated and the decision has already been made.
16. In case the investigation under the Disclosure is initiated, the Authorized person shall have a right:
 - 16.1. to receive the necessary information and data from the Company's or its Subsidiary's former or current employees at all levels whether permanent or temporary, directors, officers, agency workers, shareholders and persons belonging to the administrative, management or supervisory body, including non-executive members, as well as volunteers and paid or unpaid

trainees, volunteers, interns, agents, contractors, external consultants, third-party representatives, business partners, any other contractors, subcontractors and suppliers;

16.2. to make binding decisions necessary to ensure the proper investigation of the Infringement and confidentiality of the Whistle-blower.

17. Investigations shall be conducted without regard to any person's relationship to the organization, position, or length of service. Authorized person shall take care to avoid a conflict-of-interest situation of Employees with close working relationships with the individual(s) in question.

VII. GUARANTEES TO WHISTLE-BLOWERS

18. It is forbidden to adversely affect by any means the Whistle-blower, who has submitted the Disclosure, and Whistle-blower's family members working in the Company or its Subsidiary in which Whistle-blower's family member may be adversely affected due to Disclosure about the perpetrated or suspected Infringement.

19. If the Disclosure is accepted by the Authorized person and information therein justifies that the Infringement was committed or at least attempted, the Company shall take the necessary measures to prohibit any form of retaliation against persons referred to in Article 18, including threats of retaliation and attempts of retaliation including in particular in the form of:

19.1. suspension, lay-off, dismissal or equivalent measures;

19.2. demotion or withholding of promotion;

19.3. transfer of duties, change of location of place of work, reduction in wages, change in working hours;

19.4. withholding of training;

19.5. a negative performance assessment or employment reference;

19.6. imposition or administering of any disciplinary measure, reprimand or other penalty, including a financial penalty;

19.7. coercion, intimidation, harassment or ostracism;

19.8. discrimination, disadvantageous or unfair treatment;

19.9. failure to convert a temporary employment contract into a permanent one, where the worker had legitimate expectations that he or she would be offered permanent employment;

19.10. failure to renew, or early termination of, a temporary employment contract;

19.11. harm, including to the person's reputation, particularly in social media, or financial loss, including loss of business and loss of income;

19.12. blacklisting on the basis of a sector or industry-wide informal or formal agreement, which may entail that the person will not, in the future, find employment in the sector or industry;

19.13. early termination or cancellation of a contract for goods or services;

19.14. cancellation of a licence or permit;

19.15. psychiatric or medical referrals.

20. The Authorized person ensures that the identity of the Whistle-blower is protected from the moment of the receipt of the Disclosure and accessible only to the Authorized persons investigating the Disclosure about perpetrated or suspected Infringement. The Whistle-blower's identity shall not be disclosed to anyone not involved in the investigation unless Applicable laws require otherwise.

21. The Authorized person shall not be required to ensure the confidentiality of the Whistle-blower, if:

21.1. the Whistle-blower requests that in writing; or

21.2. the Whistle-blower makes an allegation that is knowingly to be false at the time of its submission; or

21.3. such information is publicly known or in the public domain prior to the time of disclosure.

22. The disclosure of the identity of the Whistle-blower or other information to the pre-trial investigation institutions or other competent authorities investigating the Infringement shall not be considered as a breach of confidentiality obligation under this Policy.

VIII. LIABILITY OF WHISTLE-BLOWER

23. In the event the Whistle-blower reasonable believes that his/her disclosed information is accurate, true and meets the requirements applicable to the Disclosure, the Whistle-blower shall not incur any contractual or non-contractual liability, or liability for defamation due to Disclosure.
24. The Whistle-blower shall be deemed liable for damages caused by the submission of the allegations, if the Whistle-blower makes an allegation maliciously and without having reasonable grounds for believing it to be substantially true.
25. Submission of the information that is known to be false or the information constituting a state or civil service secret does not provide the guarantees to the Whistle-blower under this Policy and Applicable laws. The Whistle-blower who has submitted the information that is known to be false or the information constituting a state or civil service or professional secret, shall be held liable in accordance with the Applicable laws.

IX. ASSISTANT'S RIGHTS AND OBLIGATIONS

26. It could happen that the Whistle-blower uses the Assistant's support during the disclosure of perpetrated or suspected Infringement. Should it be the case, the Assistant shall enjoy the same equality of rights as the Whistle-blower in relation to:
 - 26.1. Confidentiality of his/her identity;
 - 26.2. Guarantees of the Whistle-blower;
 - 26.3. Right to receive and get information in regard to the investigation.
27. In case the Whistle-blower needs the Assistant's support, the Assistant shall have the same obligations as the Whistle-blower in relation to:
 - 27.1. To provide information during the investigation in case the Authorised person requires;
 - 27.2. Liability in case of malicious allegations or disclosure of state or civil service secret;
 - 27.3. Other obligations that may apply from time to time.

X. PERSONAL DATA PROCESSING

28. All and any personal data provided by the Whistle-blower and any personal data received implementing this Policy shall be processed for the purposes of investigation of the Infringement and for the protection of legal interests of the Company and to defend against requirements and/or claims and investigations of the competent authorities, litigations (if any). Personal data shall be processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter – **GDPR**) on the legal basis of legal obligations applicable to the Company to establish internal reporting channel (Article 6 Part 1. c) of the GDPR) and the legitimate interest of the Company to handle the Infringement and defend against requirements, claims or, if necessary, to keep such data regarding possible investigations on allegedly illegal or criminal acts (Article 6 Part 1. f) of the GDPR).
29. The data shall be kept during the investigation of the Infringement and stored for the period not exceeding 5 (five) years from the date of the last decision or action made while investigating the Disclosure. The longer-term of data retention shall be determined pursuant to the nature of the Infringement, i.e. whether it is a civil, administrative or criminal Infringement, to protect the above mentioned interests of the Company.
30. To the extent of processing the personal data of the Whistle-blower, the Whistle-blower shall be entitled (i) to familiarize with his/her personal data, (ii) to correct personal data, in case they are

inaccurate, (iii) to object on grounds relating to his or her particular situation, at any time to processing of personal data concerning him or her which is based on the legitimate interest of the Company (Article 6 Part 1. f) of the GDPR) (the Company shall no longer process the personal data unless demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims), (iv) having a ground, to delete, restrict, submit a complaint to the respective supervisory authority established at the Company's incorporation jurisdiction.

XI. FINAL PROVISIONS

31. The Authorized person shall be responsible for the timely implementation of this Policy, the supervision of implementation, and the initiation of amendments to this Policy or individual rules.
32. It is advised that this Policy should be followed before any Disclosures to the media are made. Disclosures made to media that have not first followed this Policy may be considered an unreasonable action and can potentially lead to proceedings.

WHISTLEBLOWING FORM

(date)

(place)

Please provide as many details as possible about perpetrated or suspected Infringement so that we can investigate it further. Listed questions with the asterisks (*) are required.

Your personal information	
Name, surname*	
Date of birth	
Workplace (current or former employment relationships or other contractual relationship with the Company)	
Position	
Phone number* (comments on communication, if any)	
Personal email address*	
Information about the Infringement	
1. Please describe the Infringement you want to disclose and how it happened*	
2. When do you find out about the Infringement or noticed it? (Dd/mm/yyyy or identified period)	
3. Please indicate when and where the Infringement was likely committed (time, place/location)	
Information about the person or persons who likely committed the Infringement	
Liabe person No 1	
Name, surname*	
Workplace*	
Position	
Liabe person No 2	
Name, surname*	
Workplace*	
Position	
Liabe person No 3	
Name, surname*	
Workplace*	
Position	
4. Are there any other persons who participated or could have been involved in the Infringement? If so, please provide information about such persons and their contact details, if available, below.	
Information about the person or persons who participated or could have been involved in the Infringement	
A person who was involved/could have been involved No 1	

Name, surname*	
Position	
Workplace	
Phone number	
E-mail address	
A person who was involved/could have been involved No 2	
Name, surname*	
Position	
Workplace	
Phone number	
Email address	
A person who was involved/could have been involved No 3	
Name, surname*	
Position	
Workplace	
Phone number	
Email address	
5. Are there any witnesses of the Infringement? If so, please provide information about such persons and their contact details, if available, below.	
Information about the witness or witnesses	
Witness No 1	
Name, surname*	
Position	
Workplace	
Phone number	
Email address	
Witness No 2	
Name, surname*	
Position	
Workplace	
Phone number	
Email address	
Witness No 3	
Name, surname*	
Position	
Workplace	
Phone number	
Email address	
6. What information could you provide to support the investigation of the Infringement? Please provide the written or other relevant details about perpetrated or suspected Infringement.	
7. Have you already notified someone about this Infringement? If you were notified, who was informed and did you receive a response? If you have received the response, please indicate its essence.	
8. Additional notes and comments.	

By signing below I confirm that I am aware of the legal consequences of providing false information.

The information I have indicated in this Disclosure is correct.

I've read and agree to the Privacy Notice (Appendix to the Whistleblowing form).

Date

Signature

PRIVACY NOTICE WHISTLEBLOWING

FOR WHAT LEGAL BASIS, DO WE PROCESS PERSONAL DATA?

We, Avia Solutions Groupⁱ (hereinafter – **ASG**), one of the largest global aerospace business holding offering aviation services, strive to maintain the highest standards of openness, decency, integrity, and accountability wherein any breaches or wrongdoing are addressed quickly and protecting the employees, maintaining a healthy and an efficient working culture is a priority.

In the light of the above-mentioned and following the legal obligation to establish channels and procedures for internal reporting and follow up on the Infringement, we implement and adhere to the Whistleblowing Policy and procedures in relation thereto.

Please be advised that for the purpose of investigation of your Disclosure, your personal data shall be processed in accordance with Article 6 Part 1. c) of the GDPR, i. e. legal obligation to establish internal reporting channel to which we are subject and Article 6 Part 1. f) of the GDPR, i. e. our legitimate interest to handle fraud, corruption or other wrongdoings in the Company and to defend against requirements and/or claims and investigations of the competent authorities, litigations (if any) or, if necessary, to keep such data regarding possible investigations on allegedly illegal or criminal acts.

WHAT PERSONAL DATA AND FOR WHAT PURPOSES DO WE PROCESS?

- **About the Whistleblower:**

- Name, surname, Date of birth (*not mandatory*) – for the purpose of identification of a whistleblower.
- Telephone number and (or) e-mail address – for the purpose of contacting a whistleblower for follow-up and (or) for specifying details about perpetrated or suspected Infringement.
- Workplace and position (*not mandatory*) if it links to Avia Solutions Group or its subsidiaries (current or former employment relationships or other contractual relationships) – for the purpose of ensuring/guaranteeing the rights of a whistleblower (prevention of adverse effects).
- Other information provided voluntarily by a whistleblower or processed by ASG or any of its subsidiaries – for the purpose of investigation of the perpetrated or suspected Infringement.

In principle, we do not request or process any special categories of personal data (e.g., information about health, racial and/or ethnic origin, religious and/or ideological convictions, trade union membership or sexual orientation), unless such special categories of personal data are voluntarily disclosed by the whistleblower or other concerned persons.

- **About other concerned persons (suspected of wrongdoing, persons who have participated or could have been involved in the Infringement, witnesses):**

- Any information provided by a whistleblower and concerned persons or collected by ASG or any of its subsidiaries during the investigation (e. g., name, surname, workplace and position, telephone number, e-mail address, committed acts or omissions, etc.) – for the purpose of investigation of the perpetrated or suspected Infringement.

HOW DO WE COLLECT YOUR PERSONAL DATA?

- Data is submitted by the whistleblower through the whistleblowing channels.
- Data is collected during the investigation.

HOW LONG WE WILL RETAIN YOUR PERSONAL DATA?

We will process your personal data collected during the Whistleblowing procedure no longer than 5 years unless longer storage of personal data and related documents will be required by applicable laws, legal regulations, or institutional/state authorities, or will be necessary for the judicial process. We ensure and take all necessary measures to avoid storing outdated or unnecessary personal data about you.

TO WHOM DO WE DISCLOSE YOUR PERSONAL DATA?

We as the coordinator of the whistleblower channel groupwide may share the report including your personal data on the joint controllership of personal data basis with our subsidiary involved for the investigation purposes. In no event your personal data shall be disclosed to anyone beyond the authorized staff members competent to receive or follow up on the reports.

Your identity and any other information from which your identity may be directly or indirectly deduced may be disclosed only where this is a necessary and proportionate obligation imposed by European Union or national law in the context of investigations by national authorities or judicial proceedings, including with a view to safeguarding the rights of defense of the person concerned.

We will send you the explanation in writing of the reasons for the upcoming disclosure pursuant to the derogation described above unless such information would jeopardize the related investigations or judicial proceedings.

Other persons (suspected of wrongdoing, persons who have participated or could have been involved in committing the Infringement, witnesses) may be given the opportunity to comment on the information from the whistleblowing report. In this case, we guarantee the anonymity of a whistleblower, or any other person concerned – to the extent applicable laws so permit.

WHAT DATA SUBJECT'S RIGHTS DO WE GUARANTEE TO YOU?

We guarantee the implementation of these rights and the provision of any related information at your request or in case of your query:

- know (be informed) about the processing of your personal data;
- to get access to your personal data which are processed by us;
- request correction or addition, adjustment of your inaccurate, incomplete personal data;
- require the destruction of personal data when they are no longer necessary for the purposes for which they were collected;
- request the destruction of personal data if they are processed illegally;
- disagree (object) with the processing of personal data;
- request to provide, if technically possible, your personal data in an easily readable format or request the transfer of data to another data controller.

To learn more about how we process personal data, and your rights please refer to our Privacy Policy at <https://aviasg.com/en/policies/privacy-policy>.

If you have any questions regarding the Whistleblowing Policy, please contact risks@aviasg.com.

ⁱ AVIA SOLUTIONS GROUP (ASG) PLC, Legal entity code: 727348, Building 9, Vantage West, Central park, Dublin 18, D18 FT0C.