

Supplier Code of Conduct

Code: TAP-PU-004 Issued: 2017-07-30



This Code establishes the minimum requirements of any individual or company, herein referred to as "Supplier", providing goods or services to Tempo Aerospace. These requirements are in harmony with Tempo's values and are applicable to all suppliers of products and services regardless of geographic region or position within the supply chain.

1. COMPLIANCE WITH LAWS

Supplier shall conduct their duties and obligations in full compliance of applicable laws, rules and regulations (collectively "Laws").

2. LABOUR

Supplier shall uphold the human rights of workers and treat them with dignity and respect.

- a. *Non-discrimination.* The supplier shall treat its employees in a fair and equal manner. The supplier shall not discriminate in the hiring or promoting of employees whether based on gender, age, religion, marital status, sexual orientation, political opinion, or national or ethnic origin, or other similar characteristic that does not relate to the individual's qualifications or the inherent requirements for the job.
- b. *Child or Forced Labor.* The supplier shall not use child or forced labor under any circumstances or contract with subcontractors or suppliers using such labor. Supplier shall not use or engage in any indentured or forced labor, slavery or servitude, human trafficking or compulsory labor.
- c. *Respect and Dignity.* The supplier shall treat its employees with dignity and respect, and shall ensure that its employees have a harassment-free working environment. The supplier shall not tolerate any type of harassment of its employees, whether direct or indirect, physical or verbal.
- d. *Wages and Benefits.* Supplier shall set working hours, wages and over-time pay in compliance with all applicable Laws. Workers shall be paid at least the minimum legal wage.
- e. *Disciplinary Practices.* Suppliers will not use corporal punishment or other forms of mental or physical coercion.
- f. *Freedom of Association.* Supplier shall respect employees' right to join or not join any lawful organization and shall comply with all applicable Laws pertaining to freedom of association and collective bargaining.

3. HEALTH & SAFETY

Tempo is committed to safeguarding the health and safety of employees, officers, directors, agents and contractors ("Personnel").

- a. Supplier shall comply with Tempo's Safety Policy and any site-specific safety requirements or protocols while on-site at an Tempo location or at an Tempo customer location on behalf of Tempo.
- b. Supplier shall take responsibility for the health and safety of its Personnel including:
 - i. **Safe Work Environment.** Minimize physical and chemical hazards through proper design, engineering and administrative controls, preventative maintenance and safe work procedures as well as ongoing safety training.
 - ii. **Worker Protection.** Suppliers shall protect workers from over exposure to chemical, biological and physical hazards, physically demanding tasks in the workplace and in any company-associated sites.
 - iii. **Personal Protective Equipment (PPE).** Provide workers with appropriate PPE where hazards cannot be adequately controlled by other means.
 - iv. **Emergency Preparedness.** Minimize the impact of emergency situations through the implementation of emergency plans and response procedures.
 - v. **Hazard Information.** Safety information relating to hazardous materials shall be available to educate, train and protect workers from hazards. Provide adequate training and ensure that its Personnel are appropriately educated with respect to health and safety matters.

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4. ENVIRONMENT

At Tempo, environmental considerations are an integral part of our business practices.

- a. Supplier shall maintain all required environmental permits and registrations and follow the operational and reporting requirements of such permits.
- b. Suppliers shall comply with all applicable environmental laws and regulations in the jurisdictions in which they operate.
- c. Supplier shall minimize its environmental footprint and strive to reduce or eliminate waste and releases of air pollutants including particulates and gases. Waste hazardous materials shall be recycled or disposed of in a environmentally responsible manner while adhering to local and regional laws.

5. ETHICS AND COMPLIANCE

Supplier shall commit to the highest standards of ethical conduct when dealing with its personnel, suppliers, customers and other relevant stakeholders.

- a. Supplier shall accurately record and disclose information regarding its business activities, structure, financial situation, and performance in accordance with applicable Laws as well as prevailing industry business practices.
- b. Supplier shall prohibit any and all forms of fraud, extortion, theft or embezzlement by its personnel.
- c. Supplier shall respect intellectual property rights and safeguard Tempo information. Transfer of technology and know-how shall be done in a manner that protects intellectual property rights.
- d. Supplier shall implement processes and procedures and exercise due diligence to detect and avoid counterfeit parts.
- e. Tempo is committed to ensuring that the products it sells do not incorporate "conflict minerals" (minerals which are smelted into tin, tantalum, tungsten and gold) sourced from entities which directly or indirectly finance conflict in the Democratic Republic of Congo or adjoining countries. Supplier shall: (i) Perform sufficient due diligence into Supplier's supply chains to determine whether products sold or provided to Tempo contain tin, tantalum, tungsten or gold, and, if so, whether and to what extent those metals are sourced from conflict-free smelters; (ii) Report to Tempo the results of such due diligence to enable Tempo to comply with its legal obligations and policy goals; and (iii) Commit to being or becoming "conflict-free", so that any such metals are sourced only from conflict-free smelters.
- f. Supplier shall implement processes to address the confidentiality and protection of an employee who in good faith raises a concern, makes a report, or assists with an investigation related to potential ethical or criminal violations.

6. ANTI-CORRUPTION

Tempo is committed to maintaining high ethical standards of business conduct globally. Suppliers will be complying with all anti-corruption Laws that prohibit bribes, kickbacks, or other corrupt actions to obtain or retain business or obtain any improper advantage.

- a. **No Bribes or Kickbacks.** Supplier shall not directly or indirectly solicit, receive or offer any form of bribe, kickback, or other corrupt payment, to or from any person or organization, including but not limited to government agencies or officials, companies or Personnel of those companies.
- b. **Gifts and Entertainment.** When doing business with or conducting business on behalf of Tempo, Supplier may, for legitimate business purposes: (i) offer modest gifts or entertainment to suppliers, customers or other business associates; or (ii) accept gifts or entertainment offered by suppliers, customers or other business associates; provided, however, that in each instance the gift or entertainment:
 - i. is unsolicited;
 - ii. is not illegal or in violation of this Code;
 - iii. is not a bribe, kickback or other illicit payment;
 - iv. is not given in exchange for any consideration;
 - v. would not embarrass Tempo if disclosed publicly; and
 - vi. does not create the appearance (or an actual or implied obligation) that the gift giver is entitled to preferential treatment, an award of business, better prices or improved terms of sale.

7. COMPLIANCE MONITORING

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Supplier shall allow Tempo and/or any of its representatives or agents access to Supplier's facilities and all relevant records associated with the products and services provided to Tempo with 48 hours written notice. All efforts shall be made to establish a mutually agreeable date and time for access however, risks to Tempo's business may require immediate access to the products, services and associated records. Supplier also agrees to cooperate with Tempo to investigate any allegations of wrongdoing, misconduct or corruption.

8. FLOW DOWN REQUIREMENTS

Supplier shall require its suppliers and/or subcontractors to conform to standards of conduct equivalent to the provisions of this Code. Tempo reserves the right to audit Supplier's suppliers and/or subcontractors for compliance to this Code and Supplier shall accommodate Tempo's audit as required. Supplier shall also ensure that its Personnel shall comply with this Code when providing goods or services to Tempo.

9. BREACH

Any known breach of this code by the supplier or its supply chain shall promptly be reported to Tempo in writing. Supplier shall implement a corrective action plan to cure all non-compliance within an agreed time period. Tempo reserves the right to terminate the business relationship, including but not limited to suspending placement of future orders and potentially terminating current production. Tempo reserves the right to hold Supplier responsible for reasonable costs of investigating non-compliance.