

# EnduroSat Supplier Code of Conduct

EnduroSat Supplier Code of Conduct

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# Table of Contents

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## **Introduction**

### **Conducting Your Business**

- A. Compliance with Laws
- B. Human Rights
- C. Employment Practices
- D. Anti-Corruption
- E. Competition and Anti-Trust
- F. Conflicts of Interest
- G. Maintain Accurate Records
- H. Information Protection
- I. Marketing Materials and Interactions with the Media
- J. Environment, Health, and Safety
- K. Global Trade Compliance
- L. Counterfeit Parts
- M. Ethics Program Expectations
- N. Reporting Concerns
- O. Continuous Improvement
- P. Right to Audit
- Q. Legal Consequences of Violations by the Supplier

### **Supplier Commitment**

### **Reference to Relevant Legal Regulations**

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## Introduction

At EnduroSat, our mission is to revolutionize the space industry by making it more accessible and data-driven. Our success is built on a foundation of innovation, integrity, and an unwavering commitment to quality. We do not embark on this mission alone; our suppliers, subcontractors and consultants (collectively “Supply Chain” or “You”) are integral partners in our journey, and the strength of our collaboration is paramount.

This Supplier Code of Conduct (“Code”) outlines the fundamental principles of ethical and professional conduct we, Endurosat EAD and our subsidiaries and affiliates (the “Company”), expect from ourselves and from every partner in our global supply chain. It is the cornerstone of our business relationships, reflecting our shared commitment to lawful practices, ethical behavior, social responsibility, and environmental stewardship.

In addition to the specific contractual obligations, we expect members of our Supply Chain to conduct their business activities ethically and in compliance with all applicable laws and regulations. This Code is intended to promote a culture that complies not only with the letter, but also with the spirit, of all applicable laws and related Company policies and procedures.

By working together under these shared values, we can build a resilient, responsible, and transparent supply chain capable of achieving extraordinary things. Thank you for your partnership and your commitment to these essential principles.

## Conducting Business Responsibly

The Company's reputation is based on delivering innovative space systems, products and services which create value for our customers and facilitate access to space. In order to maintain this reputation, we strive for excellence in all that we do, including conducting business according to applicable laws and widely accepted ethical standards.

We expect our Supply Chain to follow similar standards. You should refer to this Code's principles when ethical and compliance issues arise. Each of the principles in this Code is fundamental to how we do business.

The Company relies on our Supply Chain to choose sub-tier subcontractors and suppliers that also share the values included in the Code. It is important that everyone working on your behalf for us conducts business in the manner prescribed by the Code.

By entering into any subcontract or purchase order with the Company, you are committing to conduct your activities in a manner consistent with this Code. Accordingly, all of your business activities relating to work with the Company must be performed in a manner that is fair, ethical and compliant with this Code and applicable laws and regulations.

While the Code contains standards to be followed, no one document can cover all situations. If, for whatever reasons, following the Code would conflict with a legal requirement, you must comply with the law.

### A. Compliance with Laws

You must comply with all laws and regulations applicable to your business, including the local laws and regulations of all countries outside your home country where You conduct operations or provide services.

### B. Human Rights

You are required to respect internationally recognized human rights. Specifically, you are required to treat people with respect and dignity, encourage diversity, remain receptive to diverse opinions, promote equal

opportunity for all and foster an inclusive and ethical culture, in accordance with the relevant International Labor Organization (ILO) Conventions.

### 1) Prohibition of Child Labor

You must ensure that illegal child labor is not used in your operations and in the operations of your contractors. The term "child" refers to any person under the minimum legal age for employment where the work is performed, provided the legal age is consistent with the minimum working ages defined by the ILO.

### 2) Prohibition of Human Trafficking, including Forced or Indentured Labor

You must adhere to applicable regulations prohibiting human trafficking, any kind of slavery, servitude, forced or indentured labor, ensuring that no products or services supplied to the Company are made, or performed, in whole or in part, in violation of such regulations. You are expected to cascade down this obligation to the members of your supply chain.

This includes refraining from violating the rights of others. You are expected to address without delay any adverse human rights impacts of your operations.

### 3) Human Rights and Environmental Due Diligence

You are expected to conduct risk-based human rights and environmental due diligence across your own operations and your own supply chain. This includes identifying, preventing, mitigating and remediating actual and potential adverse impacts, providing or cooperating in legitimate remediation where appropriate, and tracking and communicating on the effectiveness of these measures.

## C. Employment Practices

### 1) Harassment

You are required to ensure that your employees are afforded an employment environment that is free from physical, psychological and verbal harassment, or any other abusive conduct.

### 2) Non-discrimination

You are required to treat employees and job applicants fairly, promote diversity and inclusion, provide equal employment opportunities in compliance with all applicable regulations.

You must ensure that the working environment is free from retaliation, discrimination, intimidation, harassment or any other improper conduct, for example based on ethnic descent, origin, nationality, religion, ideology, gender, sexual orientation, gender identity, age, disability, medical condition, race, color or their social background or any other characteristics.

### 3) Wage and Benefits

You must pay workers at least the minimum compensation required by local law and provide all legally mandated benefits. In addition to payment for regular hours of work, workers must be paid for overtime at such premium rate as is legally required or, in those countries where such laws do not exist, at least equal to their regular hourly payment rate.

### 4) Free Association

You are expected to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal. You are also expected to recognize and respect any rights of workers to exercise lawful rights of free association with any labor association of their choosing.

### 5) Pay Equity and Pay Transparency

You are expected to provide equal pay for equal work, or work of equal value, regardless of gender or any other protected characteristic. Where you are subject to the EU or equivalent national pay transparency legislation, you must comply with its requirements on pay structures, reporting and remediation of any unjustified pay gap.

## 6) Working Time and Rest. Safe and Healthy Working Conditions.

You must comply with applicable working-time, daily and weekly rest, annual leave and recordkeeping requirements.

You are required to provide sufficient processes, resources and standards to ensure compliance with applicable occupational health, safety, and fire safety legislation.

## D. Anti-Corruption

### 1) Anti-Corruption Laws and Regulations

You must comply with the anti-corruption laws, directives and regulations that govern operations in the countries in which you do business.

### 2) Zero Tolerance Policy

The Company has a "zero tolerance" policy against corruption, whether done directly by Company employees or indirectly through our Supply Chain. We expect the same from you as our supplier.

### 3) Illegal and Improper Payments or Benefits

Doing business the right way means never providing or receiving anything of value to obtain a business advantage or favourable treatment or exert undue influence, including offering, giving, asking for or taking any form of bribe or kickback. This prohibition extends to payments and gifts of cash or in kind, made directly or through others. You must not offer any illegal payments to, or receive any illegal payments from, any customer, supplier, their agents, representatives or others. This includes a prohibition on facilitating payments intended to expedite or secure performance of a routine governmental action like obtaining a visa or customs clearance, even in locations where such activity may not violate local law.

### 4) Due Diligence

You are expected to exert reasonable due diligence to prevent and detect corruption in all business arrangements, including partnerships, joint ventures, offset agreements and the hiring of intermediaries such as agents or consultants.

### 5) Gifts/Business Courtesies

We and our Supply Chain must compete solely on the merits of our products and services. You must not try to influence a customer's decision to purchase from us or to otherwise gain an unfair competitive advantage by offering gifts, meals, travel expenses, entertainment or other business courtesies that exceed acceptable levels.

Government agencies and companies have regulations prohibiting their employees' acceptance of items of value from contractors or suppliers.

In any business relationship, you must ensure that: (i) the offering or receipt of any gift or business courtesy is permitted by law and regulation, and (ii) these exchanges do not violate the rules and standards of the recipient's organization and are consistent with reasonable marketplace customs and practices. Although standard give-away items of a nominal value may be provided or accepted in appropriate situations, cash and cash equivalents (such as gift cards) are prohibited.

### 6) Offers of Employment

Offers of employment to employees or representatives of our customers or end users, or their close relatives, could be viewed as an attempt to improperly influence decisions relating to our programs. Therefore, you should exercise caution in hiring activities in order to avoid the possibility of undue influence.

### 7) Fraud and Deception

You must not seek to gain any advantage of any kind by acting fraudulently, deceiving people or making false claims, or allow anyone else to do so. This includes defrauding or stealing from the Company, a customer or any third party, and any kind of misappropriation of property.

## E. Fair Competition

We compete fairly and within the law. Where you support us in doing business, you must comply with applicable competition laws (sometimes called "antitrust laws"). These laws prohibit formal or informal understandings, agreements or arrangements among competitors that unfairly restrict competition. You must not fix prices, rig bids with your competitors or participate in a cartel. This includes a prohibition on exchanging current, recent or future pricing information with competitors.

## F. Avoiding and managing Conflicts of Interest

You are expected to avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest and provide notification to EnduroSat in the event that an actual or potential conflict of interest arises. This includes a conflict between the interests of the Company and your or your employees' personal interests or the interests of your employee's close relatives, friends or associates.

## G. Maintaining Accurate Records

You are expected to keep appropriate records to demonstrate compliance with this Code, as well as all applicable laws and regulations. This includes creating accurate records and not altering any record entry to conceal or misrepresent the underlying transaction represented by such records. Regardless of format, all records made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented. Records should be retained based on applicable document retention requirements.

## H. Information Security and Protection

### 1) Intellectual Property Rights and Sensitive Information

The Company is committed to ensuring our intellectual property rights and those of our customers and business partners are protected to the full extent of the law and our contractual commitments. You must comply with all the applicable laws and contractual requirements governing intellectual property rights assertions, including protection against disclosure, patents, copyrights and trademarks. We also require appropriate security measures to protect classified and other sensitive information.

When working with the Company, you must take necessary steps to protect and safeguard intellectual property rights and sensitive information, including but not limited to the following: trade secrets, patents, trademarks, copyrights, business, marketing, financial, human resources, technical and administrative information not released to the public.

You must safeguard proprietary information of, or provided by, the Company. It cannot be shared with a third party without the Company's express written permission.

### 2) Use of Sensitive Information

You must properly handle sensitive information, including classified, proprietary and personal information. Such information should not be used for any purpose (e.g. advertisement, publicity and the like) other than the business purpose for which it was provided, unless there is prior authorization in writing from the owner of the information. Unauthorized use or distribution of Proprietary Information or Classified Information through any means, including social media, violates this Code. It may also violate applicable law, as well as regulatory and contractual requirements.

### 3) Information Security

You must comply with applicable data privacy laws and must protect the confidential and proprietary information of others, including personal information, from unauthorized access, destruction, use,

modification and disclosure, through appropriate physical and electronic security procedures. You are expected to take the necessary information security measures, for both computer systems and portable electronic devices, to protect against malware and unauthorized disclosure of any proprietary information and other program related information provided by the Company.

If there is a suspicion that a possible data security breach has occurred, it is critical that such circumstance be immediately reported to the Company.

#### **4) Classified Information**

Where a contract involves access to classified information or to information designated as Controlled Unclassified Information (CUI) or equivalent, the Supplier shall apply the requirements of applicable national legislation on the protection of classified information, ensuring that only personnel with the requisite level of authorization and a demonstrated need-to-know have access to such information, and notifying the Company immediately upon any incident involving unauthorized access or disclosure.

#### **5) Social Media**

You must not discuss or disclose on social media information relating to the Company or your activities with the Company, except if authorized by the Company.

#### **6) Personal Data and Privacy**

Where you process personal data on behalf of, or together with, the Company, you must comply with the EU General Data Protection Regulation (Regulation (EU) 2016/679, "GDPR"), the ePrivacy Directive and any other applicable data protection laws. You must apply appropriate technical and organizational measures, observe the principles of data minimization, purpose limitation and storage limitation, and engage sub-processors only with the Company's prior authorization. Where personal data is transferred outside the European Economic Area, you must put in place a valid transfer mechanism (such as the EU Standard Contractual Clauses) and, where required, conduct and document a transfer impact assessment. You must notify the Company of any personal data breach without undue delay and assist the Company in meeting its obligations under applicable data protection law, including responding to data subject requests and regulatory bodies.

#### **7) Cybersecurity and Supply Chain Security**

You must implement and maintain appropriate cybersecurity measures, proportionate to the risk and to the nature of the goods, services and information involved. Where you fall within the scope of the relevant EU or equivalent national legislation, you must comply with their requirements, including risk management, incident handling, vulnerability disclosure and reporting obligations. You must notify the Company without undue delay of any significant cybersecurity incident, vulnerability or compromise that affects, or could reasonably be expected to affect, goods, services, information or systems supplied to or used by the Company, and cooperate in any related investigation and remediation.

#### **8) Artificial Intelligence**

Where you develop, provide or use artificial intelligence systems in connection with goods or services supplied to the Company, you must comply with the relevant EU and any other applicable AI legislation. You must, in particular, ensure that prohibited AI practices are not used, that any high-risk AI system meets the applicable requirements (including risk management, data governance, transparency, human oversight, accuracy, robustness and cybersecurity), and that the Company is informed in advance where AI systems will be used to process Company information or to support deliverables to the Company. Company information must not be used to train, fine-tune or improve AI models without the Company's prior written consent.

## **I. Marketing Materials and Interactions with the Media**

The Company controls the release of any marketing materials, press releases or media interviews that include a reference to the Company, our affiliated companies, our customers, our end users or our cooperative activities with you. Any such release requires advanced written approval by the Company.

## J. Environment, Health, and Safety

### 1) Environmental, Health and Safety Management

You must comply with all applicable environmental, health and workplace safety laws and regulations. You are also expected where applicable to establish an appropriate management system for environmental, health and safety compliance.

### 2) Conservation of Natural Resources

You are expected to operate in a manner that actively manages risk, conserves natural resources and protects the environment in the communities within which you operate.

### 3) Protection of Employee Health and Safety

You should protect the health, safety and welfare of your employees, contractors, visitors and others who may be affected by your activities.

### 4) Climate Change and Greenhouse Gas Emissions

You must take commercially reasonable measures to implement a sustainable and efficient resource management system and contributing to the circular economy, including: (a) use of sustainable, recycled and renewable natural resources, (b) reduction of waste production and increase of waste reuse and recycling, (c) protection of air quality and minimization of air emissions, (d) increasing energy efficiency and the use of renewable energy where available, (e) reducing single use plastic, (f) responsible chemical management including the administration of environmentally hazardous substances, (g) avoiding any harmful soil change, water pollution, air pollution, harmful noise emission or excessive water consumption that significantly impairs the natural bases for the preservation and production of food, denies a person access to safe and clean drinking water, makes it difficult for a person to access sanitary facilities or destroys them or harms the health of a person. You are expected to measure, manage and progressively reduce greenhouse gas emissions from your operations and, where reasonably possible, from your own supply chain.

### 5) Conflict Minerals and Responsible Mineral Sourcing

You must conduct supply chain due diligence on the sourcing of tin, tantalum, tungsten, gold and other minerals from conflict-affected and high-risk areas. You are expected to provide the Company, on reasonable request, with information on smelters, refiners and country of origin of such minerals contained in goods supplied to the Company.

### 6) Critical Raw Materials and Deforestation

Where you supply critical or strategic raw materials, you are expected to support traceability, diversification and recycling objectives, and to provide information requested by the Company for that purpose. Where you supply relevant commodities or products affected by measures for prevention of deforestation, you must comply with all applicable requirements, including those on deforestation-free production, legality of production and geolocation data, and provide the Company with the information needed to support its due diligence statements.

### 7) Chemicals, Substances and Circular Economy

You must comply with applicable chemical, waste and product legislation and applicable POPs and F-gas legislation. You are expected to design and provide products in a manner that supports circular economy objectives, including durability, reparability, recyclability and the use of recycled content where practicable.

### 8) Community Engagement and Social Responsibility

EnduroSat expects its Supply Chain to share its commitment to creating a positive impact through the responsible use of space. We encourage the Supply Chain to: (a) actively apply space technology and data to address pressing global needs like climate action, humanitarian aid, and public health; (b) contribute to economic growth by enabling connectivity in remote areas and support educational initiatives that foster interest and expertise in the space sector. (c) adhere to best practices for orbital operations, including debris mitigation and responsible satellite deployment, to preserve the space environment for the future;

(d) respect the local communities, traditions, and environments surrounding any terrestrial facilities and operations.

## **K. Global Trade Compliance**

### **General Requirements**

You must ensure that your business practices are in accordance with all applicable laws, directives and regulations governing the import and export of parts, components and technical data. You will provide truthful and accurate information relating to import and export authorization processes and obtain import and export licenses and/or approvals where necessary.

#### **1) Export Control and Dual-Use Items**

You must comply with all applicable export control laws and regulations, including but not limited to EU Regulation 2021/821 on the control of dual-use items (the "EU Dual-Use Regulation"), EU Common Military List controls, the U.S. Export Administration Regulations (EAR), the U.S. International Traffic in Arms Regulations (ITAR), and any equivalent national legislation in the countries in which you operate. You must correctly classify items, software and technology supplied to the Company, identify any items subject to dual-use, military or space-related controls, and obtain the required licenses, authorizations or approvals before any export, re-export, transfer, transit, transshipment or brokering activity, including intra-EU transfers where required. You must also comply with controls on technical assistance, the provision of technology, and the "deemed export" of controlled technology to foreign nationals.

#### **2) Sanctions and Restrictive Measures**

You must comply with all applicable economic and financial sanctions and restrictive measures, including those adopted by the European Union, the United Nations, the United Kingdom, the United States (including OFAC), and any other competent authority of the countries in which you operate. You must not, directly or indirectly, supply goods, software, technology, services, funds or economic resources to, from, or for the benefit of any person, entity, vessel, territory or end-use that is subject to sanctions, asset freezes or sectoral restrictions. You are responsible for screening your own customers, suppliers, owners, controllers and other counterparties against applicable sanctions and denied-party lists on a continuous basis, and for reporting any identified match or potential match to the Company without undue delay.

You must disclose in writing, at the time of entering into a business relationship and upon any material change, whether it is subject to foreign ownership, control, or influence by entities established in jurisdictions subject to restrictive measures imposed by the EU, UN, or the United States. Where such a relationship exists, the Company reserves the right to assess whether conditions exist that would preclude the Supplier's participation in the performance of contracts related to defense programs.

#### **3) End-Use, End-User and Diversion Risk**

You must take reasonable steps to identify and assess the risk of diversion of goods, software or technology supplied to or via you. This includes screening for "red flags" that may indicate diversion, unauthorized re-export, or potential military or weapons-of-mass-destruction end-use, in line with the catch-all controls in the EU Dual-Use Regulation and equivalent foreign legislation. Where you become aware that an item may be used, in whole or in part, for a prohibited or controlled end-use, or that the stated end-user may not be the actual end-user, you must immediately suspend the transaction and notify the Company before proceeding.

You must disclose in writing, at the time of entering into a business relationship and upon any material change, any legislative, regulatory, or internal corporate restrictions or prohibitions arising from the jurisdiction of your establishment or the countries where you operate, which may limit, prohibit, or subject to additional licensing the supply of goods, technology, or services to military or governmental end-users, for use in sensitive geographic regions, or in the context of defence or military missions.

#### **4) Cyber-Surveillance and Emerging Technology Controls**

You must comply with controls on cyber-surveillance items, encryption items, advanced computing items and other emerging technologies as defined under the EU Dual-Use Regulation and applicable foreign laws. You must not supply such items where there is a risk they could be used in connection with internal repression, serious violations of human rights or international humanitarian law.

## 5) Customs, Origin and Import Compliance

You must comply with the Union Customs Code and all applicable customs and import laws, including the correct declaration of tariff classification, customs value, country of origin and preferential origin where claimed. You must provide accurate supporting documentation and supplier's declarations, retain records for the period required by law, and notify the Company without delay of any error or correction that may affect customs declarations made by or on behalf of the Company.

## 6) Internal Compliance Program

Proportionate to the size, nature and risk profile of your business, you are expected to maintain a documented Internal Compliance Program (ICP) covering export controls, sanctions and customs, broadly consistent with the elements set out in Commission Recommendation (EU) 2019/1318. As a minimum, this should include senior-management commitment, written policies and procedures, risk-based product and counterparty screening, training, record-keeping for at least the period required by law, performance reviews and audits, and a process for reporting and addressing breaches.

## 7) Notifications, Records and Cooperation

You must promptly provide the Company with the information needed to meet its own trade compliance obligations, including export control classifications (such as the EU dual-use control number, ECCN or equivalent), country-of-origin information, statements regarding ITAR content, and details of any licenses, exemptions or general authorizations relied upon. You must notify the Company without undue delay of any actual or suspected violation, investigation, enforcement action, denial, suspension or revocation of an authorization, or sanctions designation that affects, or could reasonably be expected to affect, goods, services or technology supplied to the Company. You will cooperate fully with the Company and competent authorities in any related inquiry, audit or investigation.

## L. Counterfeit Parts

You are expected to develop, implement and maintain effective methods and processes appropriate to your products to minimize the risk of introducing counterfeit parts and materials into products to be delivered to us. In addition, you will provide notification to recipients of counterfeit product(s) when warranted, and exclude them from the delivered product.

Where goods, components, or services are intended for integration into systems with military, governmental, or space mission applications, you must apply and demonstrate conformance with applicable quality and reliability standards, ensure full traceability of component origin, and provide certificates of conformance upon request.

Where the Company is performing under a contract with a governmental or defense customer, additional requirements may be flown down from the prime contract, including but not limited to security obligations, audit rights, quality assurance standards, and reporting requirements.

## M. Compliance Management Program

### 1) Whistle-blower Protection and Non-Retaliation

You are expected to provide your employees with avenues for raising legal or ethical issues or concerns without fear of retaliation. You are also expected to take action to prevent, detect and correct any retaliatory actions. Company policy prohibits retaliation against any person making a good faith effort to report possible violations of the principles in this Code.

### 2) Consequences for Violating the Code

In the event that the requirements of this Code are not met, the business relationship may be reviewed and corrective action pursued subject to the terms of the related procurement contracts and applicable laws.

### 3) Ethics Policies

Commensurate with the size and nature of your business, you are expected to establish management systems to support compliance with laws and regulations, as well as the requirements expressed within this Code.

You are encouraged to implement your own written code of conduct and to flow down those principles to the entities that furnish you with goods and services. We expect you to maintain effective programs to encourage your employees to make ethical, values-driven choices in your business dealings - beyond compliance with laws, regulations and contract requirements.

## N. Reporting Concerns

### 1) Self-Monitoring and Reporting

You are expected to self-monitor your compliance with this Code and promptly report any integrity concern involving or affecting the Company, whether or not the concern involves your company. When requested, you are expected to assist the Company in investigating concerns.

### 2) Reporting Point of Contact

Prompt reporting is crucial. Concerns may be raised by contacting the Company's Legal Department by e-mail at: [legal@endurosat.com](mailto:legal@endurosat.com)

### 3) Confidential Reporting and Protection of Whistle-blowers

Reports may be made on a confidential or anonymous basis, to the extent permitted by applicable law. Consistent with applicable laws and widely accepted ethical standards, the identity of any person making a report in good faith, and any third party mentioned in the report, will be kept confidential to the extent possible and protected from retaliation. Where required by law, you must establish and maintain internal reporting channels and follow-up procedures that meet the applicable requirements, and inform your workers of the external reporting channels available to them.

## O. Continuous Improvement

This Code sets forth minimum requirements which Supply Chain must meet. We expect our Supply Chain to exceed those minimum standards, and to strive to meet the industry best practices. EnduroSat recognizes that the latter is a dynamic process and encourages the Supply Chain to continually improve and adapt.

## P. Right to Audit

We reserve the right to periodically review your business practices and applicable records to ensure compliance with this Code. You are expected to comply with our reasonable inquiries related to your work for us and cooperate with reasonable audits and investigations.

## Q. Legal Consequences of Violations by the Supplier

If the Supplier breaches its obligations under this Code or if a breach is imminent, the Supplier must immediately cooperate in taking appropriate remedial action to ensure compliance with its obligations, to prevent or terminate the breach or to minimize the extent of the breach.

To the extent possible, EnduroSat shall first give the Supplier the opportunity to immediately draw up a binding schedule together with EnduroSat to avert, terminate or minimize the violation or risk and shall implement it together with the Supplier. If such a schedule is obviously unsuitable for this purpose, or if it is not immediately drawn up by the Supplier, or if its implementation fails, EnduroSat may suspend the business relationship until the Supplier has ended the breach, or terminate the contract with the Supplier by a written notice.

## Supplier Commitment

The Supplier agrees that it shall comply with the principles of the EnduroSat Supplier Code of Conduct either by applying this Supplier Code of Conduct or by ensuring that the Supplier's own code of conduct and current sustainability practices towards its supply chain are consistent with the principles set out in the EnduroSat Supplier Code of Conduct.

The Supplier shall take the necessary actions to flow down the principles of this Supplier Code of Conduct to its affiliates, subsidiaries and to their subcontractors involved in business with EnduroSat.

These Supplier Code of Conduct principles shall be incorporated into any routine sustainable business practices.

The EnduroSat Supplier Code of Conduct will be part of the tendering process documentation and its adherence by the Supplier will be one of the mandatory criteria that will be assessed by EnduroSat during the selection process.

Upon signature of this Supplier Code of Conduct, the Supplier accepts that this document shall be a commitment to the principles set out herein for all existing Contracts (if any), and for all business and contractual relationship with EnduroSat.

This Supplier Code of Conduct shall be governed by the law of the Contract (if any). In the event there is no Contract, this document shall be governed by the laws of Luxembourg.

**Supplier Name**

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**Name and title of the authorized representative**

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**Signature**

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**Date**

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## Reference to Relevant Legal Regulations

This Code aims to incorporate best practice supply chain compliance principles. It is based on the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, and the relevant EU regulations

*EnduroSat Proprietary | External*

SPACE  
IS  
CLOSER  
THAN  
YOU  
THINK