



VENDOR PARTNER

EXPECTATIONS

Welcome

Welcome to the AGI family of esteemed Vendor Partners, whose collaboration has played an essential role in helping us achieve our standing as one of the fastest-growing companies across multiple sectors in North America, including Cargo, Ground Handling, Mail, Security, and Hospitality services. We deeply value the relationships we have built with each of our trusted Vendor Partners, and it is with great pleasure that we welcome you to this network of innovation, quality, and excellence.

To ensure a seamless and mutually beneficial partnership, we have established a set of Vendor Partner Expectations that we ask all partners to review and understand. These Expectations outline the standards and principles that guide our collaboration, particularly in the provision of goods, products, equipment, and services to AGI. We aim to ensure that every transaction, interaction, and delivery aligns with our organizational values of integrity, efficiency, and excellence.

We encourage you to review these Expectations carefully, alongside any formal agreements or contracts between your company and AGI. This dual review will help clarify our shared responsibilities and ensure that all aspects of our partnership meet or exceed the highest industry standards. By doing so, we can continue to build a robust and successful partnership that drives growth, enhances operational performance, and fosters innovation across all areas of our business.

Philosophy

In order to help us achieve our standards, we expect you to:

- (1) Provide quality goods and services.
- (2) Offer fair and competitive pricing.
- (3) Meet our deadlines
- (4) Comply with all Expectations contained herein.

As a Vendor Partner, your commitment to upholding these Expectations is vital to our partnership and AGI's mission and business strategy. Our most successful Vendor Partners take the time to learn our business and are proactive in helping us support our brands. Partnership and integrity are two of our core values and we expect you to act with the same level of partnership and integrity that we do. Accordingly, we expect you to use an honest approach when dealing with AGI. We also expect you to adhere to these Expectations and comply with all applicable laws and regulations relating to your business operations. In return, AGI is committed to doing the same. We value our partnerships and will provide assistance in meeting these Expectations. Please note that compliance with these Expectations does not guarantee future business with AGI.

Legal Expectations

At AGI, we follow all applicable Federal, State or Regional, and local laws and regulations in the jurisdictions in which we operate. We expect our Vendor Partners to do the same. We cannot list every law with which we expect you to comply with, but the following are examples of laws that we expect you to adhere to:

(a) Anti-Corruption:

Operating with integrity means avoiding corruption of any kind, including bribery of AGI employees, or any other persons associated with AGI Dealings. As such, we expect strict compliance with all applicable anticorruption laws from our Vendor Partners. This means we expect you to refrain from, and expressly prohibit the act of, making, offering, promising, or authorizing the payment of money or anything of value to any person, directly or indirectly, to obtain, retain, or direct business or to influence any act or decision of that person in his or her official capacity.

(b) Wage and Hour/Labor:

Consistent with our commitment to wage and hour and labor compliance, we expect that you comply with all applicable wage and hour laws, including those related to minimum wage and overtime, meal and rest breaks, proper exempt classification, child labor, paying for all hours worked (including overtime), and proper handling of tips. We also expect you to comply with any laws prohibiting the use of forced labor or the facilitation of slavery and human trafficking.

Confidentiality Expectations

As a valued Vendor Partner of AGI, maintaining confidentiality is a critical aspect of our partnership. Confidential Information includes business plans, strategies, operations, financial information, projections, customer or client data, proprietary processes, technologies, intellectual property, and any information marked or reasonably understood to be confidential. Vendors are required to protect this information from unauthorized access, disclosure, or misuse, use it solely for fulfilling obligations under the agreement, restrict access to only those employees or subcontractors who need it for legitimate purposes and are bound by similar confidentiality obligations, and refrain from sharing it with third parties without prior written consent from AGI. Confidential Information does not include information that is publicly available without breach, was known prior to disclosure, is independently developed, or is disclosed under legal obligation with prior notice (unless prohibited by law). Vendors must implement robust security measures, such as secure networks, encryption, and employee training, and immediately notify AGI in the event of a data breach. Breach of these expectations may result in termination of the agreement, legal action, and reimbursement for incurred costs. By engaging AGI, vendors acknowledge and agree to these confidentiality expectations.

Additionally, in no event will our Vendor Partners use any of our logos and/or issue a press release without our express approval.

Ethics Expectations

At AGI, we have conflict of interest principles that apply to our employees. This means that we should avoid any activity or relationship that creates – or appears to create – a conflict of interest, which may include dealings with our Vendor Partners, the public, or our competitors. As demonstrated through these Expectations, we take great pride in the strong partnerships that we have with our Vendor Partners. However, interactions and activities with our Vendor Partners have the potential to create a conflict of interest for our employees. We wanted to outline some of our conflict of interest principles that may arise throughout our partnership so that you, our Vendor Partners, are aware of and can help report any issues you might identify. Please note the following:

(a) Kickbacks: No cash gifts, kickbacks, free personal services, or special favors may be requested or accepted from our Vendor Partners.

(b) Gifts: An employee may accept a gift from a Vendor Partner if the gift (i) is of nominal value, (ii) does not create an actual conflict of interest (or the appearance of one), and (iii) is not being given in return for a special consideration or decision. Nominal value can mean different things to different people under varying circumstances; however, gift(s) should never exceed \$500 in total per calendar year or be of a value that could influence any decision-making process.

(c) Business Entertainment: We understand that vendor relationships often involve business entertainment so our Code provides some guidance around circumstances under which business entertainment is permissible. Meetings with established Vendors Partners may include entertainment (including dinner, concert, sporting event, etc.) if (i) in good taste, (ii) are consistent with our core values, (iii) are of reasonable value and occasional frequency, and (iv) should relate to a business activity. The key in this paragraph is that an employee is accompanied by a Vendor Partner – as opposed to going to a special event – like a sporting event or concert without the Vendor Partner. If an employee is not accompanied by the Vendor Partner, then the special event is treated like a gift and subject to the \$500 annual cap.

(d) Personal Service: If a Vendor Partner is hired by an AGI employee to provide personal services, these services, pricing, and other terms should be negotiated as an independent transaction, without reliance on the relationship between AGI and the Vendor Partner.

(e) Owning an Interest in a Vendor: Owning any interest in a Vendor Partner presents a direct conflict of interest and requires a waiver as provided in our Code. Additionally, if any employee or anyone with whom an employee has a close personal relationship owns any

interest in a Vendor Partner, then the employee should not be involved in any negotiations, oversight, decision-making, or disbursements related to the Vendor Partner.

We expect that you will let us know of any actual and potential conflicts of interest that come up from business or personal relationships with our employees. If you believe that someone is requesting services from you that is or could be perceived as a conflict of interest, then we expect that you will report that to us in the manner described on the next page of these Expectations.

Pricing, Invoicing, and Financial Expectations

To maintain transparency, accuracy, and consistency across all AGI locations, all Vendors and Partners must adhere to the following pricing, billing, and financial expectations

Vendors must honor all pricing terms agreed upon during contract execution or purchase order issuance. AGI does not permit unauthorized price increases, hidden fees, miscellaneous surcharges, or add-on costs that were not documented in the contract or approved in writing by Procurement. Any proposed changes to pricing, freight costs, fuel surcharges, or rate structures must be submitted in advance to the AGI Procurement Department for formal review and written approval. Vendors are expected to maintain price integrity across all AGI locations and ensure consistency with contracted terms.

All goods and services must be supported by an AGI issued purchase order before work begins or products are shipped. Vendors must not process or deliver any product or service without a valid PO. AGI will not be responsible for payment on items delivered or work performed outside of this process. Purchase orders must be referenced on all quotes, packing slips, delivery notifications, and invoices.

Invoices must accurately reflect the goods and services delivered and must match the quantities, pricing, and terms specified in the purchase order. Invoices that do not align with PO details, including incorrect location, unit pricing, or quantities may be rejected or delayed.

Payment Expectations

All invoices submitted to AGI for payment by a Vendor Partner will be emailed directly to the following e-mail addresses depending on which part of the business you are engages with:

- AGI Cargo, LLC – Payables@agi.aero
- AGI Ground, Inc – Ats-us-payables@agi.aero
- AGI Post, Inc – Payables-cf@agi.aero
- AGI Secure, LLC – Payables-tcsc@agi.aero
- AGI Canadian Company – Ats-ca-payables@agi.aero

We expect to receive accurate and complete invoices no later than 90 days of completion of service or receipt of goods. We request minimum payment terms of NET 30. Unless otherwise agreed in writing, AGI will ACH undisputed amounts within 30 days of receiving a properly submitted invoice. When receiving your first payment from AGI, you can expect to receive a test ACH with a random amount ranging between \$0.01 to \$2.00 accompanied with an email to confirm the amount received. Once the payment has been confirmed, we will then make the expected payment in full.

If you are having any problems with late payments from AGI, you can reach out to the following people:

- Jonathon Akins, Procurement Manager
Jakins@agi.aero
(305) 740-3252 Ext. 1031
- Ivette Juarez, Accounts Payables Manager
ljuarez@agi.aero
(305) 740-3252 Ext.1014

Closing Statement

By partnering with AGI, vendors agree to uphold the highest standards in all aspects of their engagement. This includes adhering to all applicable legal and regulatory requirements, fostering a safe and respectful work environment, maintaining strict confidentiality, conducting business with integrity and ethical practices, and respecting our desired payment terms. These expectations form the foundation of a successful and mutually beneficial relationship. We expect vendors to proactively communicate any challenges or concerns to ensure transparency and collaboration. Additionally, vendors are encouraged to embrace innovation and continuous improvement in their processes to better support our shared objectives. Together, we can build a sustainable and ethical partnership that drives long-term success. Thank you for your commitment to excellence and for playing a vital role in achieving our goals.

We need the following items which will be listed on the following pages to be added as a vendor:

- Signed Vendor Expectation Packet
- Filled in ACH Form (Found Below)
- W-9 (Found Below) (US Based Companies Only)
- COI if working in our facility (Example Found Below)

Vendor Name: _____

Authorized Representative: _____

Signature: _____

Date: _____



Vendor ACH / WIRE direct deposit Authorization Form

1. Please Check One:

☐

ACH

☐

WIRE (International only)

2. Vendor/Payee Information

Name: _____

Address: _____

Contact Person's Name (if other than payee): _____

Telephone Number: _____

Remittance Email Address: _____

3. Financial Institution Information

Bank Name: _____

Bank Address: _____

Name on Bank Account: _____

Bank Account Number: _____

Nine-Digit Bank Routing/Transit Number (ABA): _____

Type of Account:

☐

Checking

☐

Savings

4. Approvals/Authorizations - I certify that the information provided on this form is correct, and I hereby authorize the electronic deposit of payments to the bank account designated above.

Print Name: _____

Signature: _____

Date: _____

Important Information

Please return completed form via email: payables@agi.aero

To help ensure the inclusion of diverse suppliers as a part of our strategic sourcing and procurement process.

Please complete the section. If applicable +

Company socioeconomic status: (check all that apply)

____ Minority Business Enterprise (MBE)

____ Woman Business Enterprise (WBE)

____ Veteran Business Enterprise (VBE)

____ Service Disable Veteran Business Enterprise (SDVBE)

____ Disadvantaged Business Enterprise (DBE)

____ HUBZone

____ Lesbian, Gay, Bi-Sexual, Transgender (LGBT)

____ Not Applicable

____ Other (Please Specify: _____)

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

| | | |
|---|---|--|
| Print or type. See Specific Instructions on page 3. | 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) | |
| | | |
| | 2 Business name/disregarded entity name, if different from above. | |
| | | |
| | 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) | |
| 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) (Applies to accounts maintained outside the United States.) | | |
| 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/> | | |
| 5 Address (number, street, and apt. or suite no.). See instructions. | | |
| Requester's name and address (optional) | | |
| 6 City, state, and ZIP code | | |
| 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | |
|---------------------------------------|--|
| Social security number | |
| | |
| or | |
| Employer identification number | |
| | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|--------------------------|------|
| Sign Here | Signature of U.S. person | Date |
|------------------|--------------------------|------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---------------------------------------|-------------------------------|----------------|
| PRODUCER | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| INSURED | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: | NAIC # |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| YOUR COMPANY NAME AND ADDRESS HERE | | INSURER E: |
| | | INSURER F: |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------------------------------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE \$ 1,000,000 |
| | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | OTHER: | | | | | | \$ |
| <input checked="" type="checkbox"/> | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | | \$ |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | | | | | | AGGREGATE \$ |
| | DED RETENTION \$ | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | Y | N/A | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

(Name the AGI company that applies) *
9130 S. Dadeland Blvd, Suite 1801
Miami, FL 33131

* AGI Cargo, LLC
* AGI Ground, Inc
* AGI Post, Inc
* AGI Secure

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE