



VENDOR PARTNER

CODE OF CONDUCT

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 vendors and business partners ("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, and to conduct business ethically, sustainably, and in full compliance with applicable laws, we have established this Vendor and Business Partner Code of Conduct ("Code"). The Code outlines AGI's requirements for and establishes the minimum expectations with respect to the provision of goods, products, equipment, and services to AGI.

The Code applies to all Vendor Partners, including their parent, subsidiary, or affiliate entities, and covers contractors and subcontractors; labor providers and agencies; logistics providers; distributors; licensees; construction, facilities, and real estate firms; maintenance, repair, and operations (MRO) providers; information systems and technology providers; marketing and advertising agencies; permanent, temporary, seasonal, and contingent workers; individuals engaged directly or indirectly through subcontractors or labor providers; and foreign or migrant workers.

Vendor Partners must abide by this Code and all applicable national, federal, state, regional, and local laws and regulations wherever they operate. Additionally, this Code applies alongside any formal agreements or contracts between your company and AGI. AGI and Vendor Partners have a shared responsibility to ensure that all aspects of our partnership meet or exceed the highest industry standards and to continue building a robust and successful partnership that drives growth, enhances operational performance, and fosters innovation across all areas of our business.

Philosophy

In order to ensure that every transaction, interaction, and delivery aligns with our organizational values of integrity, efficiency, and excellence, Vendor Partners must:

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

As a Vendor Partner, your commitment to upholding the Code 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. In return, AGI is committed to doing the same. We value our partnerships and will assist in meeting the Code. Please note that compliance with the Code does not guarantee future business with AGI, and failure to comply with the Code may result in immediate termination of your business relationship with AGI.

Labor Expectations

In addition to complying with all applicable federal, state, regional, and local laws and regulations governing labor, Vendor Partners shall implement and maintain effective processes to identify, mitigate, and account for adverse labor rights impacts in their operations and supply chains.

1. **Forced Labor & Human Trafficking:** Forced labor and human trafficking are strictly prohibited. All work must be voluntary, and workers must have freedom of movement. Vendor Partners are prohibited from recruiting, transporting, harboring, or receiving persons, by means of threat or use of force, coercion, or other means, for the purpose of exploiting them. All forms of forced labor and human trafficking are banned, including, but not limited to, any form of slave, forced, bonded, indentured, or prison labor. Workers must have unhindered access to their own documents and earnings at all times.
2. **Child Labor:** The use of child labor is strictly prohibited. Vendor Partners shall comply with ILO Convention 182 (Worst Forms of Child Labor) and ILO Convention 138 (Minimum Age Convention), as well as all applicable federal and local laws regarding child labor.

Vendor Partners shall maintain official documentation that verifies a worker's date of birth.

If child labor is discovered, the Vendor Partner must immediately remove the child from the prohibited work, investigate the cause, and implement corrective measures to prevent recurrence. All remediation actions must be documented and reported.

3. **Wages & Working Hours:** Vendor Partners shall comply with applicable laws, collective bargaining agreements, and industry standards regarding working hours, minimum wage, overtime, meal and rest breaks, proper exempt classification, benefits, deductions, withholdings, and paid leave for workers.

Vendor Partners shall pay each worker all wages and benefits in full, on time, and in no less than the applicable minimum wage and any associated statutory benefits. Working hours must not exceed local legal limits, including overtime.

Overtime must be voluntary and compensated at the legally mandated premium.

Vendor Partners may be requested to maintain accurate payroll and working-time records that must be made available to AGI upon reasonable request.

4. **Non-Discrimination, Harassment, and Abuse:** AGI does not tolerate any form of discrimination. AGI does not tolerate unlawful discrimination by its Vendor Partners. Vendor Partners must professionally conduct themselves with courtesy and respect for others.
5. **Occupational Safety:** Vendor Partners must uphold high regard for the safety and well-being of their workers, including providing their workers with a safe and healthy workplace, regularly assessing and documenting risks and hazards, and following all operational, registration, and reporting requirements, as required by all applicable laws.

Business Ethics and Integrity

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. You are required to promptly disclose any actual or potential conflicts of interest arising from business or personal relationships with our employees. If you are asked to provide services that may present, or appear to present, a conflict of interest, you must report it to us.

Vendor Partners must comply with all applicable federal, state, regional, and local laws and regulations governing their operations, including those related to anti-corruption and anti-bribery, economic sanctions, anti-money laundering, anti-tax evasion, antitrust and competition, data protection, and trade compliance. All business dealings, including giving and receiving gifts, must be accurately recorded in the books and records.

1. **Anti-Corruption and Bribery:** 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. Vendor Partners shall not make, offer, promise, or authorize the payment of 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. Further, Vendor Partners must have controls in place that prohibit and detect the misuse of company assets, bribery, corruption, improper gifts, extortion, embezzlement, and even the appearance of conflicts of interest.

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

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.

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 Vendor 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.

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

Interest in Vendor Partner: Owning any interest in a Vendor Partner presents a direct conflict of interest and requires a waiver. 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 cannot be involved in any negotiations, oversight, decision-making, or disbursements related to the Vendor Partner.

2. **Antitrust, Competition, and Fair Dealing:** Vendor Partners shall not engage in illegal activities with competitors, such as bid rigging, price fixing, market allocation, or other conduct that restricts free and fair competition. Vendor Partners must not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair dealing or practice.
3. **Confidentiality and Data Protection:** Vendor Partners must maintain confidentiality. Confidential information includes business plans, strategies, operations, financial information, projections, customer or client data, personal data, proprietary processes, technologies, intellectual property, and any information marked or reasonably understood to be confidential. Vendor Partners 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).

Vendor Partners must implement robust security measures, such as secure networks, encryption, and employee training, and immediately notify AGI in the event of an actual or suspected (after reasonable investigation) data security incident involving Confidential Information.

Breach of these obligations may result in termination of the agreement, legal action, and reimbursement or indemnification for incurred costs. By engaging AGI, Vendor Partners 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.

Pricing, Invoicing, and Financial Obligations

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

1. **Pricing Terms:** Vendor Partners 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. Vendor Partners are expected to maintain price integrity across all AGI locations and ensure consistency with contracted terms.
2. **Purchase Order Required:** All goods and services must be supported by an AGI issued purchase order before work begins or products are shipped. Vendor Partners must not process or deliver any product or service without a valid purchase order. 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.
3. **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 purchase order details, including incorrect location, unit pricing, or quantities may be rejected or delayed.
4. **Payment:** 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-cargo@agi.aero
 - AGI Ground, Inc – payables-ground@agi.aero
 - AGI Post, Inc – payables-post@agi.aero
 - AGI Secure, LLC – payables-secure@agi.aero
 - AGI Canadian Company - payables-ground-ca@agi.aero

We must 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.) <div></div>	
	2 Business name/disregarded entity name, if different from above. <div></div>	
	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. <div><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) <div></div></div>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <div></div> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) <div></div> (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. <div></div>	Requester's name and address (optional) <div></div>
6 City, state, and ZIP code <div></div>		
7 List account number(s) here (optional) <div></div>		

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 <div></div>
or Employer identification number <div></div>

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 <div></div>	Date <div></div>
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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):
	E-MAIL:	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

YOUR COMPANY
NAME AND ADDRESS HERE

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

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

CERTIFICATE HOLDER	CANCELLATION
(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	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

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