

WHISTLEBLOWING POLICY

I. GENERAL PROVISIONS

1. Welcome to Avia Solutions Group Trust-Line that enables our Colleagues to provide Information on Infringement Avia Solutions Group whistleblowing channels an in accordance with this Whistleblowing Policy.
2. The purpose of this Policy is to provide guidelines for all Colleagues on how to submit Information on Infringement through Avia Solutions Group whistleblowing channel without concern of victimization, subsequent discrimination, disadvantage or dismissal.
3. This Policy aims to:
 - 3.1. Encourage all Colleagues to disclose the Information on Infringement;
 - 3.2. Protect Whistle-blower from any acts of retaliation;
 - 3.3. Treat all parties to an investigation in a fair and equitable manner;
 - 3.4. To ensure confidentiality of the identity of the Whistle-blower in accordance with Applicable laws.
4. This Policy applies to all our Colleagues and Whistle-blowers.
5. The terms and (or) abbreviations used in this Policy shall have the following meanings:
 - 5.1. **Applicable laws** mean local laws, under which Avia Solutions Group is registered and acts, including, but not limited to, laws related to the protection of Whistle-blowers.
 - 5.2. **ASG or Avia Solutions Group** means Avia Solutions Group PLC, a company incorporated under the laws of Cyprus, registration No. HE 380586, with its registered office at 117 Arch. Makariou Ave., 5th Floor, Office 505, 3021 Limassol, Cyprus. The definition shall also include the subsidiaries of Avia Solutions Group.
 - 5.3. **ASG whistleblowing channel** means a channel through which Whistle-blower can provide Information on Infringement by submitting a Disclosure and which is specified in the Article 7 of this Policy.
 - 5.4. **Assistant** means a natural person who assists the Whistle-blower and whose assistance should be kept confidential.
 - 5.5. **Colleagues** mean Avia Solutions Group's former or current employees at all levels whether permanent or temporary, directors, officers, agency workers, shareholders and persons belonging to the administrative, management or supervisory body of Avia Solutions Group, including non-executive members, as well as volunteers and paid or unpaid trainees, volunteers, interns, agents, contractors, external consultants, third-party representatives, business partners, any other persons working under the supervision and direction of contractors, subcontractors and suppliers of Avia Solutions Group.
 - 5.6. **Information on Infringement** means information, including reasonable suspicions, about actual or potential breaches, which occurred or are very likely to occur in Avia Solutions Group or its affiliated company in which the Whistle-blower works or has worked or in another organisation with which the Whistle-blower is or was in contact through his or her work, and about attempts to conceal such breaches.
 - 5.7. **Authorized person** means an authorized and assigned person from the ASG Risk Management Department to be responsible for administration, and management of the investigation of the Disclosures and for protection of the Whistle-blower's confidentiality. In a case, Disclosure is related to the employees from the ASG Risk Management Department, the authorized person shall be ASG Head of Audit.
 - 5.8. **Infringement** means the criminal or administrative offense, violation of job duties or other infringements that may endanger or violate the public interest, which are in preparation to be performed or are performed and about which the Whistle-blower or anonymous becomes/became aware on the current or former of his or her work-related activities or in any other circumstances.

- 5.9. **Disclosure** means a disclosure containing the Information on Infringement and submitted by the Whistle-blower through the ASG whistleblowing channel.
- 5.10. **Policy** means this Avia Solutions Group Whistleblowing Policy.
- 5.11. **Whistle-blower** mean Avia Solutions Group's former or current employees at all levels whether permanent or temporary, directors, officers, agency workers, shareholders and persons belonging to the administrative, management or supervisory body of Avia Solutions Group, including non-executive members, as well as volunteers and paid or unpaid trainees, volunteers, interns, agents, contractors, external consultants, third-party representatives, business partners, any other persons working under the supervision and direction of contractors, subcontractors and suppliers of Avia Solutions Group who reports Information on Infringement acquired in the context of his or her work-related activities through the ASG whistleblowing channel.

II. REQUIREMENTS FOR WHISTLEBLOWING

6. ASG whistleblowing channel is established in Avia Solutions Group through which the Whistle-blowers have a right to provide the Information on Infringement.
7. The Whistle-blower who has concerns about actual or potential Infringement shall provide Information on Infringement through one of the ASG whistleblowing channel:
- 7.1. by filling online Whistle-blowing application via ASG website available at <https://trust-line.aviasg.com/>;
- 7.2. by filling Disclosure to compliance@aviasg.com.
8. A Disclosure filled via email (compliance@aviasg.com) must contain the following subjects:
- 8.1. the specific circumstances of the Infringement, i.e. who (specifying the person/persons), when, in what manner and what Infringement did, does or plans to do;
- 8.2. the circumstances and the date of becoming aware about the Infringement;
- 8.3. have you already notified about the Infringement. If yes, to whom the Information on Infringement has been provided and whether a response has been received. If the response has been received, specify the essence of such response briefly (not applicable to anonymous disclosure);
- 8.4. your name, surname, workplace, other contact detail (not applicable to anonymous disclosure);
- 8.5. if possible, submit any available documents, data or information evidencing the suspected Infringement and other circumstances related to the Infringement.
9. If the Information on Infringement was accidentally provided to third person not authorized to receive it (e. g. other ASG employee), the recipient shall refer the Information on Infringement to ASG Risk Management Department by email compliance@aviasg.com.
10. The Disclosures must be submitted in order to protect the public interest. The submission of the information in pursuance for personal interests' protection only shall not be considered as a Disclosure.
11. Any Disclosure should be in relation to:
- 11.1. conduct which is an offence or a breach of the law (a criminal offence has been committed or failing to comply with any other legal obligation);
- 11.2. disclosures related to miscarriages of justice;
- 11.3. racial, sexual, disability or other discrimination;
- 11.4. health and safety of the public and/or other employees;
- 11.5. damage to the environment;
- 11.6. unauthorised use of public funds or other assets;
- 11.7. possible fraud and corruption;
- 11.8. neglect or abuse of clients; or

11.9. other unethical conduct.

III. ANONYMOUS WHISTLEBLOWING

12. ASG whistleblowing channel referred in the Article 7.1 allows to provide Information on Infringement anonymously.
13. In case of anonymous disclosure, the identity of the Whistle-blower will be unknown to Avia Solutions Group, for as long as possible, provided that this is compatible with a proper investigation.
14. In view of the guarantees afforded to the Whistle-blowers according to the Section V of this Policy, it is considered desirable that they disclose their identity. However, there may be special or unusual circumstances where the Whistle-blowers considers it necessary to make an anonymous disclosure.
15. In case the anonymous Disclosure is received, such Disclosure will be accepted and treated equally with those bearing a signature and name. Anonymous Disclosures can at times be more difficult to investigate as there is no option to seek further information during investigation, and anonymous Whistle-blower cannot be contacted to discuss the outcome, however this should not act as a barrier to making an anonymous Disclosure if the Whistle-blower feels that this is the best course of action for him/her.

IV. PROCEDURE ON INVESTIGATION

16. The Authorized person does not investigate the Disclosures and informs the Whistle-blower (not applicable to anonymous disclosure) hereof, if it becomes evident that:
 - 16.1. the Whistle-blower makes an allegation without having reasonable grounds for believing it to be substantially true;
 - 16.2. the Disclosure is submitted in order to protect personal interests;
 - 16.3. the Whistle-blower refers to the Authorized person through the ASG whistleblowing channel repeatedly regarding the same circumstances when the Disclosure submitted previously has been investigated and the decision has already been made.
17. In case the investigation under the Disclosure is initiated, the Authorized person shall have a right:
 - 17.1. to receive the necessary information and data from Avia Solutions Group companies' former or current employees at all levels whether permanent or temporary, directors, officers, agency workers, shareholders and persons belonging to the administrative, management or supervisory body, including non-executive members, as well as volunteers and paid or unpaid trainees, volunteers, interns, agents, contractors, external consultants, third-party representatives, business partners, any other contractors, subcontractors and suppliers;
 - 17.2. to make binding decisions necessary to ensure the proper investigation of the Infringement and confidentiality of the Whistle-blower and / or the Assistant (as the case may be).

V. GUARANTEES OF WHISTLE-BLOWERS

18. It is forbidden to adversely affect by any means the Whistle-blower, who has submitted the Disclosure, and Whistle-blower's family members working in Avia Solutions Group or any other affiliated company in which Whistle-blower's family member may be adversely affected due to disclosure of the information about the Infringement.
19. If the Disclosure is accepted by the Authorized person and information therein constitutes the Information on Infringement, Avia Solutions Group shall take the necessary measures to prohibit any form of retaliation against persons referred to in Article 18, including threats of retaliation and attempts of retaliation including in particular in the form of:
 - 19.1. suspension, lay-off, dismissal or equivalent measures;
 - 19.2. demotion or withholding of promotion;
 - 19.3. transfer of duties, change of location of place of work, reduction in wages, change in working hours;
 - 19.4. withholding of training;

- 19.5. a negative performance assessment or employment reference;
 - 19.6. imposition or administering of any disciplinary measure, reprimand or other penalty, including a financial penalty;
 - 19.7. coercion, intimidation, harassment or ostracism;
 - 19.8. discrimination, disadvantageous or unfair treatment;
 - 19.9. failure to convert a temporary employment contract into a permanent one, where the worker had legitimate expectations that he or she would be offered permanent employment;
 - 19.10. failure to renew, or early termination of, a temporary employment contract;
 - 19.11. harm, including to the person's reputation, particularly in social media, or financial loss, including loss of business and loss of income;
 - 19.12. blacklisting on the basis of a sector or industry-wide informal or formal agreement, which may entail that the person will not, in the future, find employment in the sector or industry;
 - 19.13. early termination or cancellation of a contract for goods or services;
 - 19.14. cancellation of a licence or permit;
 - 19.15. psychiatric or medical referrals.
20. The Authorized person ensures that the identity of the Whistle-blower and Assistant (as the case may be) are protected and accessible only to authorized person investigating the Information on Infringement. The Whistle-blower's and the Assistant's identities shall not be disclosed to anyone not involved in the investigation, unless Applicable laws require otherwise.
21. In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter – **GDPR**), all and any personal data provided by the Whistle-blower and any personal data received implementing this Policy shall be processed for the purposes of investigation of the Infringement and protection of legal interests of Avia Solutions Group in order to defend against requirements and/or claims and investigations of the competent authorities, litigations (if any). The grounds of processing of data are the implementation of legal obligations applicable to Avia Solutions Group and the legitimate interest of Avia Solutions Group to defend against requirements, claims or, if necessary, to keep such data regarding possible investigations on allegedly illegal or criminal acts. The data shall be kept during the investigation on the Infringement. The longer term of data retention shall be determined pursuant to the nature of the Infringement, i.e. whether it is a civil, administrative or criminal infringement, in order to protect the above mentioned interests of Avia Solutions Group. However, the data shall be stored in any case for the period not exceeding 5 (five) years from the date of the last decision or action made while investigating the Information on Infringement. To the extent of processing the personal data of the Whistle-blower, the Whistle-blower is entitled as the data subject (i) to familiarize with his/her personal data, (ii) to correct personal data, in case they are inaccurate, (iii) having a ground, to delete, restrict, submit a complaint to the respective supervisory authority established at Avia Solutions Group's incorporation jurisdiction.
22. The Authorized person is not required to ensure the confidentiality of the Whistle-blower and / or Assistant, if:
- 22.1. the Whistle-blower or Assistant requests that in writing; or
 - 22.2. the Whistle-blower or Assistant makes an allegation that is knowingly to be false at the time of its submission; or
 - 22.3. such information is publicly known or in the public domain prior to the time of disclosure.
23. The disclosure of the identity of the Whistle-blower and the Assistant or other information to the pre-trial investigation institutions or other competent authorities investigating the infringements shall not be considered as a breach of confidentiality obligation under this Policy.

24. The Whistle-blower is entitled to consult with the Authorized person on the means of his/her rights protection, subject to that the Whistle-blower is adversely affected due to Disclosure.

VI. LIABILITY OF WHISTLE-BLOWER

25. In the event the Whistle-blower reasonable believes that his/her disclosed information is accurate, true and meets the requirements applicable to the Information on the Infringement, the Whistle-blower shall not incur any contractual or non-contractual liability, or liability for defamation due to Disclosure.
26. The Whistle-blower shall be deemed liable for damages caused by the submission of information, if the Whistle-blower makes an allegation maliciously and without having reasonable grounds for believing it to be substantially true.
27. Submission of the information that is known to be false or the information constituting a state or civil service secret does not provide the guaranties to the Whistle-blower under this Policy and Applicable laws. The Whistle-blower who has submitted the information that is known to be false or the information constituting a state or civil service or professional secret¹ shall be liable in accordance with the Applicable laws.

VII. FINAL PROVISIONS

28. It is advised this Policy surrounding whistleblowing should be followed before any disclosures to the media are made. Disclosures made to media that have not first followed this Policy may be considered an unreasonable action and can potentially lead to proceedings.
29. If you feel that your concern is not being dealt with properly through ASG whistleblowing channel, we recommend seeking legal advice before making any further disclosures as Applicable laws only affords protection to whistle blowers in certain circumstances.