

## **Gogo Third Party Code of Conduct**

At Gogo Inc. we have built strong, lasting relationships with our customers, partners, vendors and regulators by earning their trust with our commitment to ethical behavior. Gogo Inc. and its subsidiaries (collectively ‘Gogo’ or Company’) requires its contractors, consultants and suppliers, and each of their employees, subsidiaries, affiliates and subcontractors (each a ‘Supplier’) to operate in accordance with the principles in this Gogo Third Party Code of Conduct (‘Code’) and in full compliance with all applicable laws and regulations. This Code outlines Gogo’s expectations for Supplier conduct regarding labor and human rights, health and safety, ethics and the environment. As a U.S.-based, publicly traded company doing business in many U.S states as well as foreign countries, maintaining our reputation for integrity is of utmost importance.

We often rely on our Suppliers to obtain permits and licenses and to deal with governmental entities, regulators, airlines, satellite providers, airframe and other original equipment manufacturer and others on our behalf. Our success depends on our Suppliers holding themselves to the same high standards to which we hold ourselves.

We must all do our part to prevent improprieties or behavior that could be seen as inappropriate, either of which could harm Gogo’s reputation, and to correct any violations that do occur. Gogo encourages you to discuss any questions or concerns about this Code or any other activity with our General Counsel.

### **A. Labor and Human Rights**

Gogo believes all workers in our supply chain deserve a fair and ethical workplace and must be treated with dignity and respect.

1. **Antidiscrimination.** Supplier shall not discriminate against any worker in hiring or other employment practices, based on age, disability, ethnicity, gender, marital status, national origin, political affiliation, race, religion or sexual orientation.
2. **Anti-Harassment and Abuse.** Supplier shall commit to a workplace free of harassment and abuse. Supplier shall comply with all applicable laws on abuse of employees, and there shall be no harsh or inhumane treatment including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers.
3. **Prevention of Involuntary Labor and Human Trafficking.** Supplier shall ensure that it will not use forced, bonded, indentured, involuntary, or prison labor and will not engage in slavery or trafficking of person.

Supplier shall not withhold workers’ original government-issued identification and travel documents. Supplier shall ensure that workers’ contracts clearly

convey the conditions of employment in a language understood by the workers. Supplier shall not impose unreasonable restrictions on movement within the workplace or upon entering or exiting company provided facilities.

Supplier shall ensure that any third party recruitment agencies it uses are compliant with the provisions of this Code and law.

4. Prevention of Child Labor. Supplier shall only employ workers who are at least 15 years of age or the applicable minimum legal age, whichever is higher.
5. Working Hours. Supplier shall comply with all applicable work hours and overtime laws.
6. Wages and Benefits. Supplier shall ensure that all workers receive at least the legally mandated minimum wages and benefits. Supplier shall comply with all applicable wages and benefits laws.
7. Freedom of Association. Supplier shall comply with all applicable laws on freedom of association and collective bargaining. Supplier shall freely allow workers to associate with others, seek representation and join (or refrain from joining) organizations of their choice.

#### **B. Health and Safety**

Worker health, safety and well-being are important to Gogo. Supplier shall provide and maintain a safe work environment and integrate sound health and safety management practices into its business. Supplier shall comply with all applicable local and national health and safety requirements and shall ensure that the following requirements are met:

1. Occupational Health, Safety and Hazard Prevention. Supplier shall identify, evaluate and manage occupational health and safety hazards through a prioritized process of hazard elimination, engineering controls and/or administrative controls. Supplier shall provide workers with job-related, appropriately maintained personal protective equipment and ongoing safety training.
2. Emergency Prevention, Preparedness and Response. Supplier shall implement emergency plans and response procedures including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.
3. Incident Management. Supplier shall have a system for workers to report health and safety incidents, as well as a system to investigate, track and manage such reports. Supplier shall implement corrective action plans to mitigate risks, provide necessary medical treatment and facilitate workers' return to work.

4. Ergonomics. Supplier shall identify, evaluate and control worker exposure to physically demanding tasks such as manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive tasks.

5. Working and Living Conditions. Supplier shall provide workers with access to clean toilet facilities, potable water and sanitary food preparation, storage and eating facilities. Worker dormitories or other housing provided by Supplier or a third party shall be clean and safe and provide reasonable living space, hot water for bathing and adequate heat and ventilation.

### C. Ethics

Gogo expects the highest standards of ethical conduct in every aspect of Supplier's operations.

1. Business Integrity. Gogo has a zero tolerance policy for bribery. Bribes, kickbacks, "special favors," and other unethical practices will not be tolerated.

Our Suppliers, may not, directly or through third parties, offer, give, promise, authorize or accept any improper payments, gratuities, gifts or anything of value in order to obtain or retain business, to obtain an improper advantage, or which might otherwise cast an appearance of improper conduct on Gogo. There is no exception for small amounts. Remember that even appearing to engage in such activity can expose Gogo and you to criminal liability.

**Special Considerations relating to government licenses, permits and approvals.** Special care must be taken when dealing with public officials who have or may have the power to influence the grant of licenses, permits or regulatory approvals relating to Gogo's business.

A "Public Official" is:

- Any elected official, officer or employee of a government (national, provincial or municipal) or any department, agency or instrumentality thereof, including any judicial, legislative or administrative official, (whether elected or appointed) and any person acting on behalf of such person or exercising a public function;
- Any official of a political party;
- Any candidate for political office;
- Any employee, officer, agent or other representative of a state-owned or state-controlled entity (which includes many foreign airlines);
- Any officer, employee or agent of a public international organization (such as the United Nations, the World Bank, the International Civil Aviation Organization or the International Telecommunications Satellite Union); and
- Close relatives of the same.

Any benefit conferred on employees, agents or officers of a body with the power to grant a license or permit creates the appearance of impropriety. Gogo's Suppliers must not (either directly or through a third party) offer, promise or give anything of value to officials or employees of government agencies or departments before which an application for regulatory approval or other licenses, permits or approvals is pending or immediately following the grant of an approval, license, permit or approval by that agency or department. Meals incidental to business meetings and token festival gifts of nominal value are permitted, but discouraged. Such meals or festival gifts may only be provided when they are permitted by the relevant government agency. Even when permitted, they must be rare, comport with local standards of the industry and must in no event exceed US\$75 per person during the pendency of any application over which the recipient might have influence.

All payments of regulatory fees, application fees, permits costs and similar expenses must be made by check or wire and must not be paid in cash.

**Expediting Payments.** Expediting payments (also known as grease money or facilitating payments) are payments made to speed up performance of a routine government action. These payments are illegal in most countries. When providing services on behalf of Gogo, you may not make expediting payments to Public Officials on behalf of Gogo. This is true regardless of any industry or local practice.

**Gifts, Meals and Entertainment Expenses Best Practices.** The following best practices are for Gogo's Suppliers to hold themselves to the same standards expected by the Company relating to dealings on behalf of Gogo. When dealing with Public Officials who have or could have influence over licenses, permits or approvals, the following considerations relating to government approvals, licenses, permits and approvals (above) must be adhered to.

Gifts and entertainment that might be seen as influencing business decisions must not be offered, given or accepted. Gifts of cash, cash equivalents, gifts of significant value (or which appear to have significant value) or gifts indicative of preferential treatment must not be given. Except of gifts of nominal value bearing the Gogo logo, all gifts to Public Officials require prior approval from Gogo. Meals and entertainment must not be lavish, or appear lavish, and must not take place in an inappropriate setting that would cast Gogo or its partners into disrepute. Special care should be taken to ensure that any gift, meal or entertainment to a Public Official is (and appears to others to be) reasonable, appropriate and for a legitimate business purpose.

**Books and Records.** Suppliers must ensure that their accounting practices meet the highest standards of accuracy and completeness. In particular, all payments and expenses incurred on behalf of Gogo must be accurately recorded and fully documented, regardless of whether reimbursement from Gogo will be sought. Records should never be concealed, altered or destroyed for an improper purpose.

All accounting records and reports must be prepared in accordance with the accepted accounting principles applicable to the Supplier.

**Policies and Procedures.** Suppliers must represent that they have policies and procedures in place that comport with this Code. In addition, Suppliers must provide copies of this Code to key employees who will be working on Gogo's behalf.

Suppliers must have an officer who is charged with ensuring compliance by employees with this Code.

If, and as required by one of Gogo's airline partners, it may be necessary for Suppliers to comply with such airline's code of conduct.

**Third Parties.** Third parties must not be used in an attempt to avoid compliance with this Code.

**Sub-contractors.** Suppliers must not engage sub-contractors without:

- Obtaining written approval from Gogo;
- Conducting diligence to ensure that the potential sub-contractor has a reputation for integrity and can abide by this Code; and
- Providing a copy of this Code to sub-contractors and obtaining commitments from sub-contractors to abide by this Code.

2. Disclosure of Information. Supplier shall accurately record information related to its business activities, labor, health and safety and financial situation and shall disclose such information, without falsification or misrepresentation to all appropriate parties.

3. Protection of Intellectual Property. Supplier shall respect intellectual property rights and safeguard customer information. Transfer of technology and know-how shall be done in a manner that protects intellectual property rights and are in accordance with the most stringent information protection requirements under any applicable agreement between Gogo and Supplier.

4. Compliance with Standards of Fair Business, Advertising and Competition. Supplier shall uphold standards of fair business, advertising and competition. Appropriate means to safeguard customer information will be available and utilized in accordance with the most stringent information protection requirements under any applicable agreements between Gogo and Supplier.

5. Whistleblower Protection and Non-Retaliation. Supplier shall provide an anonymous complaint mechanism for managers and workers to report workplace grievances. Supplier shall protect whistleblower confidentiality and prohibit retaliation.

6. Insider Trading. Supplier will treat all information relating to Gogo's business, or to its customers and vendors, as confidential. In particular, "insider trading" is expressly prohibited and confidential information must not be used for personal gain.

7. Conflicts of Interest. Supplier will disclose to Gogo any situation of a material conflict of interest. Supplier will also disclose to Gogo information about any of Supplier's employees having a material interest of any kind in Gogo's business or any other kind of economic ties with Gogo.

8. Responsible Sourcing of Minerals. Supplier shall exercise due diligence, in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains and Minerals from Conflict-Affected and High-Risk Areas, on its entire supply chain with respect to the sourcing of all tin, tantalum, tungsten and gold contained in its products, to determine whether those metals are from the Democratic Republic of the Congo ("DRC") or any adjoining country and, if so, to determine whether those metals are directly or indirectly financed or benefited armed groups that are perpetrators of serious human rights abuses in the DRC or an adjoining country. Countries that adjoin the DRC are Angola, Burundi, Central African Republic, the Republic of Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia.

#### D. Environment

Gogo is committed to protecting the environment and promoting environmental responsibility. Supplier shall develop, implement and maintain environmentally responsible business practices.

1. Hazardous Substance Management and Restriction. Supplier shall implement a system to identify, manage, reduce and dispose of hazardous substances in a responsible manner.

2. Non-Hazardous Waste Management. Supplier shall develop a process that identifies, manages, reduces and disposes of or recycles non-hazardous waste.

3. Wastewater and Solid Waste. Supplier shall identify, monitor, control and treat wastewater and solid waste produced by its operations.

4. Environmental Permits and Reporting. Supplier shall ensure that it obtains and maintains all required environmental permits, approvals and registrations.

5. Pollution Prevention and Resource Reduction. Supplier shall reduce energy, water and natural resource consumption by implementing conservation and substitution measures.

6. Air Emissions Management. Supplier shall identify, monitor, control and treat air emissions prior to discharge.

Supplier shall respond to due diligence compliance requests from Gogo in a timely manner.

If you or your employees have any concerns regarding activities that might be improper under this Code, contact the Company's General Counsel at 312-517-5566.

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Nothing contained herein is intended to alter the independent contractor relationship between Gogo and its Suppliers.

### **Certification**

I, \_\_\_\_\_, an authorized representative of \_\_\_\_\_, certify that I have read the above Code and understand the requirements contained therein.

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_