



## **AIRCASTLE LIMITED'S ANTI-CORRUPTION POLICY & PROCEDURES**

### **I. THIS POLICY'S PURPOSE AND SCOPE**

At Aircastle Limited (“**Aircastle**” or the “**Company**”) we are, and always have been, firmly committed to conducting our business affairs with honesty and integrity. We, therefore, carry out our operations and activities inside and outside the US in complete compliance with the letter and spirit of all applicable domestic and foreign laws, rules, and regulations, including the US Foreign Corrupt Practices Act (the “**FCPA**”), the US Travel Act, and the UK Bribery Act.

In keeping with this commitment, and as further described both in this document (the “**Policy**”) and in our Code of Business Conduct and Ethics, we expect all of our Company Personnel, as defined below, to foster a culture of honesty and accountability. Our commitment to the highest level of ethical conduct must, therefore, be reflected in all of our business activities including, but not limited to, internal relationships with Company Personnel, and external relationships with customers, suppliers, competitors, governments, and the public (including our investors and the larger communities in which we work and live).

After all, one of our Company’s most valuable assets is our reputation for integrity, professionalism, and fairness. We must all recognize that our actions form the very foundation for our reputation, and adhering to this Policy, the Code of Business Conduct and Ethics, and all applicable US and foreign laws is, therefore, imperative.

Consistent with this commitment, we expect all Company Personnel to report any suspected misconduct to the Legal Department at [compliance@aircastle.com](mailto:compliance@aircastle.com) or +1 203-504-1865 as soon as possible. Reports can also be made anonymously at <http://www.aircastle.ethicspoint.com> or +1 855 262 1436. In fact, good-faith reporting is encouraged and will be considered as a positive factor in your personnel evaluation. On the other hand, failure to report known or suspected misconduct may result in discipline. After all, integrity, fairness, and honesty are in everyone’s best interests.

When you face a situation that raises questions concerning what the appropriate action is, ask yourself the following basic questions:

- Is the action legal?
- Is the action ethical?
- Does the action potentially violate this Policy, our Code of Business Conduct and Ethics, or other policies and laws applicable to me, my job, or the Company as a whole?
- How could my decision *affect* others, including our customers, business partners, investors, Company Personnel, and the community?
- How will my decision *look* to others? Important Consideration: If an action is technically legal, but can result in the *appearance* of wrongdoing, consider taking an alternate course.
- How would I feel if my decision were made public? Could the decision be honestly explained and defended?

As discussed below, the consequences of failing to comply with applicable US and foreign laws, and with this Policy and the Code of Business Conduct and Ethics, are potentially disastrous for both the Company and its employees. It is, therefore, your responsibility to understand what *may* constitute a violation, and to *proactively* seek assistance from the Legal Department when you are either (1) unsure of what this Policy, the Code of Business Conduct and Ethics, or the applicable domestic and international laws and regulations require, or (2) suspects a possible violation has occurred, or may occur. In short, if in any doubt, first contact the Legal Department at [compliance@aircastle.com](mailto:compliance@aircastle.com) or +1 203-504-1865.

## **II. KEY CONCEPTS & DEFINITIONS**

“Company Personnel”: Company officers, directors, and employees (including any employment agency or contract-basis personnel acting on the Company’s behalf), and any affiliate, subsidiary, or other entity or individual controlled by the Company.

“Covered Recipient”: Any (i) Foreign Official; (ii) non-government person, company, or organization with whom the Company does, or reasonably may do, business; and (iii) child, spouse, or other close relative of the foregoing. The term “Covered Recipient” is used as a broad definition of persons who may be Foreign Officials, as defined immediately below, and private-sector existing and prospective business contacts or partners, as well as those connected to the foregoing. If you have any question, it is best to assume the person you are dealing with is, in fact, a Covered Recipient.

“Foreign Official”: An individual, regardless of rank or title, who is:

- a. an official or other employee of any non-US government;
- b. an official or other employee of any agency, department, or instrumentality of (including companies or organizations owned or partially controlled by) a non-US government;

- c. an official or other employee of any non-US political party;
- d. a non-US political party;
- e. an official or other employee of any public international organization;
- f. a candidate for non-US political office; or
- g. a person acting in an official capacity *for or on behalf* of any of the above.

**“Transaction Partner”**: A Transaction Partner is any contractor, supplier, sales person, broker, consultant, *or any other third party, in any way* engaged to act on the Company’s behalf in commercial matters anywhere in the world.

**“FCPA”**: The Foreign Corrupt Practice Act is the US law most likely to be directly relevant to Company Personnel and Transaction Partners.

The FCPA’s *Anti-Bribery Provisions*, broadly speaking, make it illegal for Company Personnel or Transaction Partners to (1) give “*anything of value*” to a foreign government official or political party/candidate in order to, (2) “with corrupt intent,” (3) obtain or retain *any* kind of business or competitive advantage.

- **“Anything of Value”**: This term, as used in the context of the FCPA, is very broad, including not only cash but also things such as:
  - a. travel, meals, drinks, gifts lodging, shopping, transportation, or entertainment expenses;
  - b. gift or sale of stock or other investment opportunities in other than an arm’s length transaction for demonstrated fair market value (*e.g.*, selling to a Covered Recipient at deflated prices or buying from a Covered Recipient at inflated prices); and
  - c. charitable, social, or political contributions.
- **“Corrupt Intent”**: To violate the FCPA’s anti-bribery provisions, a payment, offer, or promise to pay or to gift something must be made “corruptly.” This term is generally interpreted to mean that there must be some “evil motive” or purpose or intent to wrongfully influence the recipient to “misuse his official position” in order to wrongfully direct, obtain, or retain business.
- **“Business or Competitive Advantage”**: As with “anything of value,” this term is interpreted extremely broadly, including not only direct advantages (such as sales contracts), but also indirect advantages (such as favorable tax treatment).

The FCPA’s *“Record-Keeping and Accounting & Payment Practices”* for their part require publicly held US companies to keep their books, records, and accounts in reasonable detail, accurately, and in a manner such that they fairly reflect *all* transactions and dispositions of assets. Thus, the FCPA, consistent with the Code of Business Conduct and Ethics, prohibits any mischaracterization or omission of any transaction on a

company's books, or any failure to maintain proper accounting controls resulting in such a mischaracterization or omission. Keeping detailed, accurate descriptions of *all* payments and expenses is crucial for this component of the Act.

Company Personnel must, therefore, follow applicable standards, principles, laws, and Company practices for accounting and financial reporting. In particular, employees must be timely and complete when preparing all reports and records required by management. False or artificial entries must not be made in the books and records of the Company for *any* reason, and personal funds must not be used to accomplish what is otherwise prohibited by the law or by Company Policy, as discussed herein and in the Company's Code of Business Conduct and Ethics.

"Travel Act": This US law prohibits *private* commercial bribery by individuals and companies, and, in so doing, criminalizes domestic and foreign bribery-related conduct that may fall outside the FCPA.

"UK Bribery Act": The UK Bribery Act is in many ways even broader in scope than the FCPA. To the extent that it applies to Aircastle, the UK Bribery Act applies to *all* Company Personnel and their conduct, regardless of where they are physically located *or* where their conduct takes place. The Act, in short, makes it illegal for Company Personnel or Transaction Partners to engage in both public and private-sector bribery, and it also makes *receiving* a bribe unlawful. The Bribery Act, furthermore, introduces a strict liability offense for companies who "fail to prevent" bribery, and includes very serious criminal penalties for individuals and companies that run afoul of its requirements, no matter where in the world the questioned conduct takes place. Like the FCPA, the Bribery Act, moreover, makes companies such as Aircastle directly responsible for the misconduct of *all* Transaction Partners who perform services for or on behalf of a company.

### **III. PROHIBITED AND RESTRICTED PAYMENTS**

The following guidance is provided to help explain what is, and what is not, permitted under the Policy and applicable US and foreign laws and regulations. This guidance, of course, only provides you with a general overview – you should address any questions, comments, or concerns about specific situations to our Legal Department at [compliance@aircastle.com](mailto:compliance@aircastle.com).

#### **A. Meals, Other Business Courtesies, Lodging and Travel**

Relevant Law: As outlined above, the FCPA, UK Bribery Act, and other foreign laws permit the payment of *reasonable* and *bona fide* expenditures, such as meals, travel, and lodging expenses, and other business courtesies, incurred by or on behalf of Covered Recipients that are *directly related* to legitimate business purposes. Such legitimate business purposes may include:

- the promotion, demonstration, or explanation of products or services (such as discussing the potential lease or purchase of an aircraft); or

- the execution or performance of a contract.

Code of Business Conduct and Ethics: Due to the sensitive nature of payments to Foreign Officials, providing anything of value to them demands heightened scrutiny. Our Code of Business Conduct and Ethics, indeed, strictly *prohibits* Company Personnel from providing *any* gifts or anything else of value to Foreign Officials or members of their families, including representatives of foreign governments and government-owned companies in foreign countries, in connection with Company business without *prior* written approval from the Legal Department.

Company Personnel, moreover, must never accept gifts or other benefits from anyone if this could reasonably be perceived as affecting his or her business judgment or decision. That said, providing a business contact with a modest token of appreciation, such as a baseball cap or a T-shirt with the company logo, cannot reasonably be perceived as affecting the recipient's business judgment and is, therefore, acceptable.

Company Personnel must also take great care to never provide or accept a gift or entertainment that violates the policies of our Transaction Partners.

Finally, as with all other financial activities, so too all expenditures for meals, entertainment, travel, lodging, and similar courtesies must be documented fully, fairly, accurately, and timely in compliance with all applicable laws and regulations, and in keeping the requirements set forth in the Code of Business Conduct and Ethics.

Business Meals: In poorer parts of the world, a US\$50 per person business meal is the equivalent of a government official or local company employee's monthly salary, whereas in more wealthy parts of the world US\$50 may only cover a modest entrée. The legal appropriateness of paying for Covered Recipients' meals and extending similar hospitalities to them must, therefore, always be viewed through the prism of the cost of a typical business meal in the particular country or region.

That said, provided the legitimate business purpose requirement is met and that the payment is otherwise not prohibited under the *written* laws of the country in which it is to be made, Company Personnel may provide business meals to non-Foreign Official Covered Recipients without written pre-approval, as long as (1) such business meals are **valued at less than US\$250 per person** (*reasonably adjusted* for location and local business custom), and (2) are not provided to the same individual more than six (6) times per year. In all other cases, Company Personnel must obtain *prior approval* from the Legal Department for meals expected to exceed this US\$250 adjusted limit.

As noted in the section immediately above, our Code of Business Conduct and Ethics strictly *prohibits* Company Personnel from providing gifts or anything of value to Foreign Officials or members of their families, including representatives of foreign governments and government-owned companies in foreign countries, in connection with Company business without *prior* written approval from the Legal Department through the Legal Department. That said, the propriety considerations set forth in this section should guide *all* requests for approval.

Lodging and Travel: All Company Personnel must obtain prior approval from the Legal Department for payment of all lodging and travel involving a Covered Recipient.

All Other Business Courtesies: Company Personnel must obtain prior approval from the Legal Department for all other permissible business courtesies involving a non-Foreign Official Covered Recipient, having a value of US\$250 or greater per person. For example, Company Personnel who intend to treat a business contact with a round of golf and associated hospitalities at an estimated cost of US\$250 per person must *first* obtain prior approval from the Legal Department. Remember also that all business courtesies to Foreign Officials require Legal Department pre-approval. To the extent that the circumstances prevent obtaining such prior approvals, (1) approval must be sought as soon as possible after the event and (2) must include an explanation for why prior approval could not be sought.

## **B. Gifts to Covered Recipients**

All gifts to Foreign Officials must, as discussed in the Code of Business Conduct and Ethics, first be approved by the Legal Department.

All gifts – like all other business expenses – must be clearly and accurately reflected in expense reports, as well as in the Company’s books and records.

In limited circumstances described herein, Company Personnel may give gifts to non-Foreign Official Covered Recipients. Generally, the gift must be directly connected to the promotion of the Company’s products or services, or must represent a small token gift consistent with local custom.

Provided all relevant conditions of these procedures are met, Company Personnel may give a gift, such as Company-branded items and other modest gift items (*e.g.*, hats, paper weights, USB devices, and other similar, inexpensive Company-branded items), with a **value less than US\$50**, to non-Foreign Official Covered Recipients in the normal course of business, so long as they are not provided to the same person no more than six (6) times per year. Other than giving such inexpensive items in limited quantity and frequency, it is *not* permissible to provide gifts to non-Foreign Official Covered Recipients without (1) having submitted a written request to the Legal Department seeking permission to make the gift and (2) having received prior *written approval* from the Legal Department.

## **C. “Facilitating Payments”**

A Facilitating Payment is a small payment to a Covered Recipient necessary to expedite or secure performance of non-discretionary, routine governmental action that (i) the Covered Recipient ordinarily performs, and (ii) the Company is entitled to under the existing written laws of that country. *In most countries, including in the UK, Facilitating Payments are illegal.* The Company, therefore, *prohibits* the use of Facilitating Payments without *prior authorization* from the Company’s Legal Department.

*Extraordinary Circumstance:* The Company recognizes that Company Personnel operating outside of the US might sometimes confront situations in which, without advance notice or disclosure, individuals such as government officials, quasi-government

officials, or persons claiming to exercise official authority demand seemingly non-routine payments, such as the following:

- You are stopped by police, military or paramilitary personnel, or militia (uniformed or not) at designated or other checkpoints or other places and payment is demanded as a condition of passage of persons or property;
- You are stopped at the airport by customs or passport control personnel or military personnel (uniformed or not) and payment is demanded for entry or exit of persons or property; or
- You are asked by persons claiming to be security personnel, immigration control, or health inspectors to pay for (or to avoid) an allegedly required inoculation or other similar procedure.

Such situations constitute “Extraordinary Circumstances.” In these or other similar Extraordinary Circumstances – or where health or physical harm to Company Personnel or others appears imminent if payment is not made, and where Company Personnel believe that their property might be arbitrarily confiscated, damaged, or otherwise compromised – such a payment may be made without prior approval from the Legal Department. However, in any such case, after such a payment is made, and as soon as possible after the danger has passed, the payment and circumstances under which it was made must be reported to the Company’s Legal Department so that it can be addressed and recorded appropriately in the Company’s books and records.

Although such cases will typically fall outside of the FCPA’s Anti-Bribery provisions, because the payments are not made “corruptly” for the purpose of “obtaining or retaining business” (rather, they are made to ensure the persons physical safety or to prevent the unlawful confiscation or damage to property), they must, nevertheless, be appropriately accounted for.

#### **D. Payments for Charitable and Political Contributions and Social Responsibility Programs**

In some of the countries in which the Company does business, the local government may ask the Company to spend a certain amount of money on training of local personnel and/or on social or community responsibility programs. In all such cases, and in the case of all other charitable contributions, the Company must ensure that any such payments for trainings, community or social programs, charitable contributions, and similar do not violate the FCPA, the Company’s policies, or local law. Therefore, it is the Company’s policy that such requests must be reviewed, and approved in writing by the Legal Department, *before* such payment may be made.

#### **E. Prior Approval Not Practicable**

As touched on above, if the circumstances do not permit the receipt of prior approval for any of the expenditures discussed in this Policy (such as, for example, where dinner plans are made on the spur of the moment, or the dinner costs unexpectedly exceed the \$250 USD cut-off), you must contact the Legal Department at [compliance@aircastle.com](mailto:compliance@aircastle.com) as *soon as possible* after the expenditure has been authorized or made. Be prepared to

explain why the circumstances prohibited first obtaining the Legal Department's prior approval.

#### **IV. PENALTIES & DISCIPLINARY PROCEDURE**

Violations of US and foreign anti-bribery laws and regulations are serious matters that may result in significant criminal and/or civil penalties for the Company, as well as for those individuals involved.

Bribery Violations: Under the FCPA, the Company could be subject to criminal penalties of up to \$2,000,000 USD per violation, or twice the benefit obtained by making a corrupt payment. You could be personally subject to fines of up to \$250,000 USD per violation, or twice the benefit obtained, and face up to five (5) years in prison for each violation. Also, the UK Bribery Act, for its part, provides for unlimited fines for individuals and companies, and for up to 10 years imprisonment for individuals who violated the Act.

Potential additional penalties resulting from US and foreign anti-bribery violations can include the Company being barred from doing business with the US and foreign governments.

Other National Anti-Corruption Laws: Conduct that violates US or foreign law may also give rise to corporate and individual liability under the laws of those countries in which the conduct took place. Civil and criminal penalties under these foreign laws may, indeed, be much more severe than under US and UK law.

Notification Policy: US and foreign laws often require the Company to notify the appropriate law enforcement authorities of evidence indicating that an offense may have been committed. The Company hereby notifies all Company Personnel and Transaction Partners that it retains the right to make all appropriate notifications to US and national law enforcement authorities it deems appropriate and necessary under the circumstances.

Disciplinary Procedure: Failure to comply with all applicable US and foreign laws and regulations, this Policy, or the Code of Business Conduct and Ethics may constitute grounds for termination or other disciplinary action.

#### **V. CONTRACTS & CERTIFICATIONS**

In light of the foregoing, Company Personnel and Transaction Partners must annually certify their compliance with this Policy and the Code of Business Conduct and Ethics, as well as with all applicable laws and regulations, using the forms in **Attachment A** and **Attachment B**, respectively.

Moreover, all Transaction Partner contracts must be reviewed and approved by the Legal Department prior to execution, and must contain provisions substantially similar to those set forth in **Attachment C**.

## **VI. QUESTIONS**

Any and all questions concerning this Policy or the Code of Business Conduct and Ethics should be reported, either to the Legal Department at [compliance@aircastle.com](mailto:compliance@aircastle.com) or anonymously at <http://www.aircastle.ethicspoint.com> or +1 855 262 1436. The Legal Department will take care to treat all inquiries with appropriate discretion.

## ATTACHMENT A

### Annual Company-Internal Personnel Questionnaire and Certification

Instructions. Aircastle Limited (the “Company”) takes its obligations under US and foreign law and regulations, including the US Foreign Corrupt Practices Act (“FCPA”), the US Travel Act, and the UK Bribery Act, very seriously. As part of the Company’s commitment to compliance, the Company periodically requires certain personnel to provide information about meetings, communications, payments, gifts, and other activities relevant to anti-bribery compliance.

Accordingly, please provide the information requested below, sign the certification at the bottom of this form, and submit the completed, signed form to the Company’s Legal Department. If you have any questions, please refer to the Company’s Anti-Corruption Policy and Procedures and Code of Business Conduct and Ethics, and/or contact the Company’s Legal Department.

Certification. For the applicable period of time covered by this Questionnaire & Certification,<sup>1</sup> please summarize below any Facilitating Payments and any payments for training, social programs, extraordinary circumstances payments, travel, gifts, accommodation, business courtesies, entertainment (including meals), contributions (*i.e.*, political or charitable), or lodging you have offered, made, or have been asked to make to, or for the benefit of, any Covered Recipient (as defined below) where such payment **was not** specifically pre-authorized.

*Note: If such Payment has previously been approved in writing by the Legal Department, you need not report it below.*

A “Covered Recipient” is an individual, regardless of rank or title, who is:

- a. an official or other employee of any non-US government;
- b. an official or other employee of any agency, department, or instrumentality of (including companies or organizations owned or partially controlled by) a non-US government;
- c. an official or other employee of any non-US political party;
- d. a non-US political party;
- e. an official or other employee of any public international organization;
- f. a candidate for non-US political office;
- g. any non-government person, company, or organization with whom the Company does, or reasonably may do, business; or
- h. a person acting for or on behalf of any of the above.

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<sup>1</sup> The applicable period of time covered by this Questionnaire & Certification is the period of time between today’s date and the date of the last Questionnaire & Certification you submitted or your date of hire, whichever is shorter.

**Company Personnel Certification**

I, \_\_\_\_\_, certify that the information provided above is complete and accurate to the best of my knowledge. I further certify that I have not engaged in, nor will I in the future engage in, any conduct that violates Aircastle Limited’s Anti-Corruption Policy and Procedures, Code of Business Conduct and Ethics, and/or any US or foreign laws or regulations, including the US FCPA, US Travel Act, and UK Bribery Act. If I in the future obtain information about Aircastle Personnel or a Transaction Partner’s known or suspected violation of the Policy, Aircastle’s Code of Business Conduct and Ethics, and/or of any US or foreign law or regulation, I will immediately report such a violation to Aircastle’s Legal Department at [compliance@aircastle.com](mailto:compliance@aircastle.com) or anonymously at <http://www.aircastle.ethicspoint.com>.

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

Printed Name: \_\_\_\_\_

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

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

## ATTACHMENT B

### Annual Third Party Compliance Certificate

In connection with [describe the services to be performed in the project as described in the Company's agreement with Signatory] (the "Project") the undersigned \_\_\_\_\_ ("Signatory") represents to Aircastle Limited (the "Company") as follows:

1. Signatory certifies that it has not offered, paid, or promised to pay money, nor offered, given or promised to give anything of value to a Covered Recipient, as defined below, or to any person, while knowing or being aware of the likelihood that any such money or thing of value will be offered, paid, given or promised, directly or indirectly, to any Covered Recipient, for the purpose of:
  - a. influencing any act or decision of such Covered Recipient or inducing such Covered Recipient to affect or influence any act or decision of a company, public or private organization, government, or any agency or state-owned company;
  - b. assisting the Company or Signatory in obtaining or retaining business or directing business to Company or Signatory; or
  - c. securing any other improper advantage.
2. Signatory promises that it will not do any of the foregoing in the future.
3. For the purposes of this Certification, the term "Covered Recipient" means:
  - a. an official or other employee of any non-US government;
  - b. an official or other employee of any agency, department, or instrumentality of (including companies or organizations owned or controlled by) a non-US government;
  - c. an official or other employee of any non-US political party;
  - d. a non-US political party;
  - e. an official or other employee of any public international organization;
  - f. a candidate for non-US political office;
  - g. any other person or company with whom Aircastle does, or may do, business;
  - h. any child, spouse, or other close relative of any of the above;
  - i. a person acting in an official capacity for or on behalf of any of the above; or
  - j. any other person, while knowing that other person will offer, give, or promise any money or thing of value, directly or indirectly, to any other Covered Recipient.

For the purpose of this Certification, the term "Government Official" means:

- a. an official or other employee of any non-US government;
- b. an official or other employee of any agency, department, or instrumentality of (including companies or organizations owned or controlled by) a non-US government;

- c. an official or other employee of any non-US political party;
  - d. a non-US political party;
  - e. an official or other employee of any public international organization;
  - f. a candidate for non-US political office;
  - g. any child, spouse, or other close relative of any of the above;
  - h. a person acting in an official capacity for or on behalf of any of the above; or
  - i. any other person, while knowing that other person will offer, give, or promise any money or thing of value, directly or indirectly, to any of the foregoing.
4. Signatory warrants, represents, and acknowledges to the Company that:
- a. All information supplied by Signatory to the Company is, to the best of Signatory's knowledge, truthful and accurate, and that any information that Signatory obtains for the Company must be obtained legally and ethically;
  - b. Signatory is fully qualified to assist the Company under the laws of [**Applicable Territory**], and that Signatory has obtained any licenses and completed any registrations required by law to perform the Project;
  - c. Except as disclosed in writing to the Company on or before the date Signatory executes this Compliance Certificate, neither Signatory nor any of its employees, officers, or directors is a Government Official;
  - d. Except as disclosed in writing to the Company on or before the date Signatory executes this Compliance Certificate, no Government Official has or will have, directly or indirectly, any legal or beneficial interest in Signatory;
  - e. Except as disclosed in writing to the Company on or before the date Signatory executes this Compliance Certificate, no Government Official is or will be an investor, lender, or financial partner in Signatory;
  - f. Signatory has not promised, paid, or offered, and will not promise, pay, or offer, directly or indirectly, any commission or finders or referral fee to any third party in connection with the Project;
  - g. Signatory has not paid, promised, or offered any political contributions with respect of any business pertaining to the Company;
  - h. Signatory understands and will comply with those US and foreign laws and regulations that are applicable to the Company's relationship with Signatory, including the US Foreign Corrupt Practices Act (the "FCPA"), the US Travel Act, and the UK Bribery Act;
  - i. No Government Official has, or will have, directly or indirectly, any legal or beneficial interest in the Project, or in Signatory's proceeds from the Project;
  - j. Signatory will promptly report to the Company any suspected or actual violation of US or foreign law or regulation or the Company's Anti-Corruption Policy and Procedures relating to Signatory, the Company, or the Project, upon Signatory becoming aware of same; and

- k. Signatory has received, read, and understands the Company's Anti-Corruption Policy and Procedures and Code of Business Conduct and Ethics, and is in compliance with both, as applicable.

Signatory further agrees that if subsequent developments cause any part of this Certificate to no longer be accurate, Signatory will immediately advise the Company of such change in circumstances. Signatory also understands that the Company may at its discretion terminate its agreement with Signatory immediately if the Company concludes that Signatory or anyone acting on Signatory's behalf has violated the US and foreign laws and regulations that are applicable to the Company's relationship with Signatory, including the FCPA, the US Travel Act, and the UK Bribery Act, the Company's Anti-Corruption Policy and Procedures and Code of Business Conduct and Ethics, or any other applicable US or foreign laws or regulations.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Name of Company:	
By:	
Printed Name:	
Title and Address:	
Date:	

## ATTACHMENT C

### Contractual Provisions

Aircastle Limited requires that certain contractual provisions be included in every contract with a Transaction Partner. The following are the contractual provisions that *must* be included in every such contract, unless otherwise directed by the Legal Department.

\* \* \*

**[Transaction Partner]** has been retained to provide the following services to Aircastle (the “Company”): **[provide detailed description of the services to be provided in exchange for the fee or commission paid]**. All payments to **[Transaction Partner]** shall be made by check or wire transfer only. **[this language needs to cover joint venture partners as transaction partners]**

**[Transaction Partner]** represents and warrants that it is aware of, understands, and will comply with all applicable US and foreign anti-corruption laws and regulations, as discussed in the Company’s Anti-Corruption Policy and Procedures (the “Policy”) and Code of Business Conduct and Ethics, which are attached hereto. **[Transaction Partner]**, for example, is familiar with the US Travel Act and the UK Bribery Act’s prohibition against private/commercial bribery, as well as the US Foreign Corrupt Practices Act (“FCPA”) and UK Bribery Act’s prohibition against a US company, US person, or any other person, the affairs of which or whom are directed by a US company, paying, offering, promising, or giving anything of value, either directly or indirectly, to any person, including any official of a foreign government, political party or candidate, state-owned enterprise, or public international organization (“Covered Recipient,” as more fully defined below), for the purpose of improperly influencing an act or decision, or inducing the Covered Recipient to use his or her influence with a person, business, organization, foreign government, political party, state-owned enterprise, or public international organization, or to receive any improper advantage in order to assist a US company in obtaining or retaining business for or with, or directing business to, any person.

To further assure compliance with these covenants, **[Transaction Partner]** agrees as follows:

- (i) **[Transaction Partner]** represents and warrants that none of its partners, contractors, agents, owners, principals, staff members/employees (or their child, spouse, or other close relative) is a Government Official, as defined below;
- (ii) **[Transaction Partner]** warrants that it has not offered, given, or promised any Prohibited Payment under the US FCPA, US Travel Act, UK Bribery Act, or any other applicable US or foreign law or regulation in connection with establishing or maintaining any business, entering into or securing any necessary approvals for, or engaging in any other business-related activity on behalf of, the Company;
- (iii) **[Transaction Partner]** covenants that it will not take any action which could reasonably constitute a violation of any law or regulation of the various jurisdictions in which it performs services or conducts business, or of the US,

including the US FCPA, the US Travel Act, the UK Bribery Act, and any other applicable US or foreign laws and regulations;

(iv) The Company represents that it does not desire to, and covenants that it will not, request any service or action by **[Transaction Partner]** which would, or might, constitute any such violation;

(v) **[Transaction Partner]** covenants that it will not take any action which could constitute a violation of the Company's Anti-Corruption Policy and Procedures and/or Code of Business Conduct and Ethics;

(vi) **[Transaction Partner]** represents and warrants that its participation in this Agreement is permitted under the local laws of any jurisdiction in which it may perform any services related to this Agreement;

(vii) **[Transaction Partner]** covenants that it will not attempt to obligate the Company to third parties with whom **[Transaction Partner]** may interact in performing this Agreement, except as first approved in writing;

(viii) **[Transaction Partner]** agrees that it shall maintain books and records relevant to the performance of this Agreement at its principal place of business. The Company, or a properly designated representative, shall be entitled to audit all such books and records at the principal place of business of **[Transaction Partner]** during normal business hours, and upon advance written notice;

(ix) **[Transaction Partner]** covenants that it will immediately notify the Company's Legal Department of any request received to take any action that could reasonably be perceived as constituting a violation of the US FCPA, US Travel Act, UK Bribery Act, or any other applicable US or foreign anti-corruption law or regulation, and that it will provide an annual Certification of Non-Violation in which **[Transaction Partner]** warrants that its senior personnel will furnish the Company a signed non-violation certification stating the following:

In carrying out my responsibilities for Aircastle under the [Agency/Distributor/Consultancy/Etc.] Agreement, I have fully complied with all applicable US and foreign anti-bribery laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, the US Travel Act, and the UK Bribery Act. I, moreover, am not aware of any violations by [Transaction Partner] of the US FCPA, the US Travel Act, the UK Bribery Act, and/or any other applicable US or foreign anti-bribery laws.

{NAME/SIGNATURE/DATE};

(x) **[Transaction Partner]** covenants that it will immediately notify the Company's Legal Department if there is any change in the management or organization of **[Transaction Partner]** or any related or affiliated party involving

any foreign government official, relative thereof, or other covered party under the FCPA.

(xi) **[Transaction Partner]** covenants that it will disclose to the Company the terms and conditions of any contract related to this Agreement it enters into with a Government Official, if it becomes necessary to do so under the laws of the US;

(xii) Any violation of the US FCPA, the US Travel Act, the UK Bribery Act, and/or the Company's Anti-Corruption Policy and Procedures or Code of Business Conduct and Ethics will constitute, and be deemed to be, a breach of a material covenant of the Agreement. If the Company learns of or has a good faith belief that **[Transaction Partner]** or any subsidiary or other affiliated entity has violated, or caused the Company to violate, the terms of the US FCPA, US Travel Act, UK Bribery Act, or any other applicable US or foreign law or regulation, regardless of jurisdiction, it may, at its election, terminate this Agreement, notwithstanding any other provision of this Agreement to the contrary. In the event of such termination, the Company will be relieved of all liability and obligations of any kind hereunder, including any liability to make payments under this Agreement; **[Transaction Partner]** agrees that full disclosure of information relating to a possible violation by **[Transaction Partner]** of any applicable US or foreign law or regulation, including a violation of the US FCPA, US Travel Act, and/or UK Bribery Act may be made by the Company at any time and for any reason to the US Government, its agencies, and/or any other non-US Government or non-Government party, as the Company deems appropriate;

(xiii) **[Transaction Partner]** will certify to the Company the results of any periodic internal and independent audits that it conducted with respect to (a) the services purchased from the Company and (b) compliance with all applicable laws and regulations;

(xiv) **[Transaction Partner]** will permit, upon the request of the Company and at the Company's sole discretion, audits by independent or internal auditors acceptable to the Company, and agrees that such auditors shall have full and unrestricted access to, and to conduct reviews of, all records related to the services or goods purchased from the Company, and to report any violation of any of the applicable laws and regulations, or of the compliance provisions of its contract with the Company with respect to: (a) the effectiveness of existing compliance programs and codes of conduct; (b) the origin and legitimacy of any funds paid to the Company; (c) its books, records, and accounts, or those of any of its subsidiaries, joint ventures, or affiliates, related to work performed for, or services or equipment provided to **[Transaction Partner]** by the Company; (d) all disbursements made for or on behalf of the Company; and (e) all funds received by the Company in connection with work performed for, or services, goods, or equipment provided to **[Transaction Partner]**;

(xv) **[Transaction Partner]** will defend (with counsel selected by the Company), indemnify, and hold harmless the Company from any claims, costs,

liabilities, penalties, obligations, and damages the Company may incur, including without limitation reasonable court, attorney and expert fees, and costs, as a result of a Substantive Violation.

### **Defined Terms for Contract Provisions:**

**“Substantive Violation”** means one or more of the following on the part of the [Transaction Partner]: (a) a violation of, or aiding and abetting a violation of, or a conspiracy to violate, any applicable US or foreign law or regulations; (b) a refusal, where required by this Agreement, to submit to an audit by independent or internal accountants at the request of the Company; (c) a refusal to provide a certification required by the Company and this Agreement; or (d) a material violation of the Company’s Anti-Corruption Policy and Procedures or Code of Business Conduct and Ethics.

**“Government Official”** means:

- (a) any officer or employee of a government (other than the US government), department (whether executive, legislative, judicial, or administrative), agency, or instrumentality of such government, including a regional governmental body or a government-owned business, or of a public international organization;
- (b) any person acting in an official capacity for or on behalf of such government, department, agency, or instrumentality;
- (c) any person holding a legislative, administrative, or judicial office, whether appointed or elected;
- (d) any person exercising a public function, including for a public agency or public enterprise;
- (e) an agent, advisor, or consultant to such person;
- (f) an officer of a political party or a candidate for public office (other than in the US); or
- (g) an officer, employee, or person acting in an official capacity for or on behalf of an international organization.

**“Covered Recipient”** is a broader term than Government Official, in that it includes all non-government persons, companies, or organizations with whom the Company does, or reasonably may do, business.

**“Prohibited Payment”** means any offer, gift, payment, promise to pay, or authorization of the payment of any money or anything of value, including charitable contributions, directly or indirectly, to a Government Official or a political party, to any non-government person, company, or organization with whom the Company does, or reasonably may do, business, or to a third party, if one knows or has reasonable grounds for believing that all or a portion of the money or thing of value which was given or is to be given to the third party will be paid, offered, promised, given, or authorized to be paid, directly or indirectly, to a Government Official or private person or party, for the purpose of: (a) influencing any act or decision of the Government Official in his official capacity; (b) inducing the Government Official to do or omit to do any act in violation of his lawful duty; (c) securing *any* improper public or private improper business or other advantage; or (d) inducing the Government Official to use his influence with a non-US government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality.