

Astra Tech Supplier Code of Business Conduct and Ethics

Astra Digital Holding Ltd (Astra Tech)

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1. OUR EXPECTATIONS GUIDE OUR ACTIONS

1.1 Using this Code

What follows in this Supplier Code of Business Conduct and Ethics (**Code**) (including its annexes) covers a wide range of business practices and procedures. We require all Suppliers to be alert to any potential violations of law or this Code in the context of your relationship with Astra Tech. It is your obligation and ethical responsibility to help enforce this Code. If you have a concern regarding any misconduct, violations of law, or breaches of this Code you must contact the Astra Tech Compliance Team at compliance@astratech.ae.

1.2 Who the Code is for

This Code sets out Astra Tech's requirements of all Suppliers' conduct when performing work for or on behalf of Astra Tech. In doing business with Astra Tech, you are deemed to have read and agreed to comply with this Code.

1.3 What we require from our Suppliers

- a) Comply with this Code and all applicable laws and regulations.
- b) If you believe that complying with this Code will result in a violation of applicable laws, please reach out to the Astra Tech Compliance Team(compliance@astratech.ae).
- c) Ensure all Supplier Affiliates, employees, personnel, agents, and subcontractors working on Astra Tech matters understand and comply with the contents of this Code, the applicable laws and regulations, and recognized industry standards.
- d) Co-operate with the Astra Tech Compliance Team in the resolution of any concern, including making relevant documents, information, and employees available when requested and by maintaining the confidentiality of any such request.
- e) Demonstrate a commitment to respect and obey the laws of the jurisdiction in which you operate, conduct your business in an ethical manner, and avoid activities that could be perceived as improper.
- f) Read and comply with the Code (including its annexes).
- g) Suppliers are required to implement, self-assess, and monitor programs to demonstrate their compliance with this Code.
- h) Failure to adhere to this Code may reflect negatively on your relationship with, and the reputation of, Astra Tech. Suppliers that behave in a manner that is unlawful or inconsistent with this Code risk termination of their business relationship with Astra Tech.

1.4 Diversity, equity & inclusion

At Astra Tech, creating a diverse, equitable and inclusive working environment is an essential element of achieving exponential possibilities. Our Suppliers are expected to uphold the same diverse and inclusive working environment.

1.5 Confidential information, data protection and intellectual property

We are a fast-growing business, building extraordinary knowledge and capabilities across a range of businesses. As a result, Suppliers have access to ground-breaking information and products, and it's essential that we respect confidentiality, security of information, and intellectual property.

Suppliers must follow relevant data protection, privacy, and information security laws to safeguard Astra Tech's confidential data and must maintain a security program in accordance with Astra Tech requirements.

Suppliers must also have appropriate processes and practices to secure and protect personal data, use personal data only as agreed by Astra Tech or Astra Tech's customers, and cooperate with Astra Tech compliance efforts. In doing so, Suppliers agree only to acquire, or seek to acquire, confidential information or personal data through proper means. Suppliers agree to protect all Astra Tech



confidential Information and personal data obtained by them during their business interactions with Astra Tech. Suppliers must report any incident that involves Astra Tech customer data (whether internally or through a partner or supplier) as soon as they become aware.

Suppliers also agree not to misuse any confidential information for the purposes of insider trading, market misuse or market manipulation.

Suppliers have a duty to uphold the intellectual property ownership rights – including but not limited to copyrights, patents, trademarks, licenses, and trade secrets – of Astra Tech, Astra Tech's partners, or others, and must not transfer, publish, disclose, or use confidential information unless required to do so in the ordinary course of business or as authorized by Astra Tech.

1.6 Press and publicity

Suppliers must not speak to the press or issue press releases, publicity or marketing materials related to their relationship, work, or agreements with Astra Tech without prior written consent of Astra Tech. Suppliers are not authorized to speak on behalf of Astra Tech under any circumstances.

2. WE CONDUCT BUSINESS WITH INTEGRITY AND TRANSPARENCY

2.1 Maintain accurate and complete records

We have clear policies and procedures related to accurate records and disclosures that are critical in Astra Tech meeting its legal obligations. Suppliers must maintain detailed and accurate records and demonstrate compliance with applicable laws. Records no longer needed should be disposed of in a manner consistent with the degree of confidentiality and sensitivity required by the information they contain.

Information regarding Suppliers' human rights, health and safety, environmental practices, business activities, structure, financial situation, and performance is to be disclosed in accordance with applicable regulations and prevailing industry practices.

Suppliers are to retain all records for a minimum of seven (7) years; any retention beyond seven (7) years is at the discretion of the Supplier. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable and may result in termination of the Supplier's business relationship with Astra Tech.

When requested by Astra Tech, Suppliers must provide necessary information and supporting documentation to enable Astra Tech to perform and complete supply chain due diligence, including providing access to any documentation and personnel for audit.

2.2 Right to audit

Astra Tech reserves the right to audit potential and existing Suppliers, including at their premises, to ensure this Code is being complied with. We may audit Suppliers and/or inspect Suppliers' operations and/or facilities.

2.3 Quality, health, safety, and the environment (QHSE)

We strive to provide our employees with a safe and healthy work environment, to ensure that our operations meet applicable Astra Tech standards, and to act in accordance with all related laws, policies, and regulations. Accordingly, we require our Suppliers to share the same commitment to the conservation and protection of the environment and the health and safety of employees.

Suppliers must comply with the Vendor QHSE Baseline Requirements (as referenced in Annex A), as updated from time to time.

2.4 Avoid conflicts of interest

Suppliers are required to act in the best interest of Astra Tech and must avoid even the appearance of a conflict of interest in their work with Astra Tech. If you become aware that a person employed by Astra Tech has a relationship (financial or otherwise) with you that may



conflict or appears to conflict with their employment with us, we require you to support us and ensure that the relationship is disclosed.

2.5 Intentional and responsible partnerships

Suppliers are selected to work with Astra Tech based on merit and in line with our procurement policies, processes and, where applicable, the Business Partner Due Diligence Policy. Astra Tech requires all Suppliers to always adhere to lawful standards and ethical behavior. Prior to engaging in any legally binding agreement, Astra Tech will conduct an appropriate risk-based due diligence on potential Suppliers and monitor the Supplier throughout the course of the relationship with Astra Tech.

Subject to the terms and conditions of our engagement with you, Suppliers must not enter third-party relationships in connection with their work on behalf of Astra Tech without the express written consent of Astra Tech, including subcontracting. No consent shall be given without Astra Tech conducting appropriate due diligence and background checks on any potential third parties and subcontractors.

We require, as a minimum, that you gather, analyze, manage and monitor information to ensure that any third parties or subcontractors you propose have a shared commitment to abiding by all applicable laws. Third parties, contractors, agents, representatives and sub-contractors with whom you intend to work with will only be approved by us based on merit and competitiveness. Astra Tech reserves the right to refuse consent for Suppliers to engage with third parties or subcontractors at any time.

Suppliers, third parties and subcontractors must always comply with Astra Tech's standard terms and conditions, unless otherwise agreed with Astra Tech. Suppliers are responsible for ensuring that their own third-parties also comply with the Code with respect to any business and services conducted for or on behalf of Astra Tech

Suppliers, third parties and subcontractors must comply with Astra Tech's Responsible Sourcing Policy, as updated and notified to each Supplier from time to time, in respect of all aspects of their operations which are involved in the provision of goods or services to Astra Tech.

3. WE SERVE THE GREATER GOOD

3.1 Environment, Social and Governance (ESG)

We are committed to responsible business conduct, environmental risk and impact management, social responsibility, and effective governance in line with regulatory requirements and leading industry standards. By adhering to these standards and principles we aim to achieve our net zero target by 2050, create long-term value for our stakeholders, mitigate risks and impacts, maximize opportunities and contribute to the communities we operate in.

We operate globally, yet we are part of the local communities where we live and work. We believe positive involvement and engagement with our neighbors promotes mutual respect and trust while enhancing our reputation and recruiting efforts.

Astra Tech's ESG goal areas encompass environment, Emiratization, business integrity, workforce and community well-being, human rights and social responsibility, diversity and inclusion, and skilled and meaningful job creation.

4. WE HONOR OUR LEGAL OBLIGATIONS

4.1 Ensuring fair competition

Astra Tech is committed to competing fairly in all markets, remaining in full compliance with applicable competition laws and in an ethically justifiable manner. We will not engage with or tolerate any Supplier who engages in anti-competitive behavior, such as price fixing, bid rigging, market sharing or abuse of market power.

We do not discuss, make or appear to make improper agreements with, or collude with Suppliers, about markets, pricing, contracts, bids or quotes, costs.

4.2 Preventing bribery and corruption

Astra Tech adopts a zero-tolerance approach to any forms of bribery or corruption which are made to obtain or retain Astra Tech business or to improperly promote the business interests of Astra Tech in any respect, including facilitation or bribery payments.



Astra Tech's Suppliers shall not engage in, encourage, agree to, ignore, assist, or be involved in any way with bribery or corruption with a third-party, including but not limited to providing anything of value (such as gifts, travel, hospitality, entertainment, charitable donations, or employment) to Public Officials where any of these actions are intended to influence either you or a third-party to perform their job, to influence their decision, or as a reward for doing any of the above.

Astra Tech requires all Suppliers to abide by all applicable laws in relation to bribery and corruption and money laundering, including the U.S. Foreign Corrupt Practices Act, and are required to report any suspicious transaction immediately. Further, it is a requirement that Suppliers will monitor and ensure all personnel, sub-contractors, agents or representatives will abide by all applicable laws and the principles set out in this Code.

Astra Tech asks all Suppliers to understand and follow applicable laws and policies regarding the offer and acceptance of gifts and entertainment. As gifts or entertainment may be used to disguise bribery and corruption, we require our Suppliers to only offer or accept gifts or entertainment that are reasonable, directly related to a proper business purpose, and in accordance with local laws governing such activity. Cash or cash equivalents are not permissible.

Giving business courtesies to Astra Tech employees, if permitted at all, should be modest, infrequent and occur in the normal course of business. Do not offer anything of value to obtain or retain a benefit or advantage for the giver, and do not offer anything that might appear to influence, compromise judgment, or obligate the Astra Tech employee.

Suppliers are prohibited from giving gifts of any value to any member of certain Astra Tech organizations, including the Astra Tech Procurement department or its representatives. Suppliers are required to ask Astra Tech employees what the Astra Tech gift policy limits are for potential recipients and to not exceed those limits. Suppliers are prohibited from paying expenses for travel, lodging, gifts, hospitality, entertainment, or charitable contributions for Public Officials on Astra Tech's behalf. Any offer of a gift or entertainment during an open bidding process in which the Supplier is involved is strictly prohibited.

Suppliers must record information, including payments and other compensation, in their corporate books, records and accounts accurately, in a timely manner, and in reasonable detail. No undisclosed or unrecorded accounts may be established for any purpose. False, misleading, incomplete, inaccurate, or artificial entries in books and records are prohibited. Personal funds may not be used to accomplish what is otherwise prohibited by this policy or other Astra Tech policies.

Suppliers shall maintain their own policies which reflect the above requirements as a minimum.

4.3 Money laundering

No Supplier shall use its relationship with Astra Tech to disguise or attempt to disguise the sources of illegally obtained funds.

4.4 Labor and human rights laws

At Astra Tech, we are committed to providing a professional work environment that is free from discrimination and harassment, and we require the same of those we do business with.

4.5 International trade control laws

Suppliers must comply with all applicable laws and regulations regarding sanctions (with respect to countries and individuals) and export controls. Failure to comply with international trade control laws when engaging in business for or on behalf of Astra Tech, may negatively impact Astra Tech's business, reputation, and brand.

Astra Tech requires all Suppliers to not engage or conduct business with any individual or entity that is the target of sanctions or export control restrictions.

4.6 Management system

Suppliers shall maintain management system(s) which cover environmental, health and safety, human rights and ethics. The management system shall be designed to ensure:

- (a) compliance with applicable laws, regulations and customer requirements related to the Supplier's operations and products;
- (b) compliance with this Code; and



(c) identification and mitigation of operational risks related to this Code. It should also facilitate continual improvement.

Particular attention should be paid to the rights and needs of individuals from groups at heightened risk of vulnerability or marginalization.

4.7 Notification of non-compliance

Astra Tech's Suppliers must immediately inform Astra Tech Compliance Team(compliance@astratech.ae) of any concerns about potential violations of this Code or applicable law or if you are notified by a regulatory authority or any other external party of an audit, assessment, investigation, lawsuit, or other inquiry regarding your work with or for Astra Tech, if not prohibited to do so.

Astra Tech will maintain confidentiality, to the extent possible, and will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behavior or a possible violation of this Code or who refused to participate in activities that violate this Code.

In addition to its rights and remedies under applicable agreements, Astra Tech may refer any representative who violates this Code to appropriate authorities for criminal prosecution or other enforcement action or bring suit for damages.

Suppliers are also required to cooperate with internal and external investigators and auditors.

5. EXPONENTIAL POSSIBILITIES REALIZED TODAY

5.1 Contact information

For any questions or concerns, please reach out to the Astra Tech Compliance Team(compliance@astratech.ae).

We request that all Suppliers submit any actual or potential conflicts of interest to the Astra Tech Compliance Team(compliance@astratech.ae).

6. DEFINITIONS AND ACRONYMS

Code	This Astra Tech Supplier Code of Business Conduct and Ethics.
Company	Refers to Astra Digital Holding Ltd ("Astra Tech") and its Affiliates.
Controlling Interest	Means the power (whether through ownership of voting shares, partnership interests, by proxy, contract, agency or otherwise), directly or indirectly, to: • cast a majority of the maximum number of votes that might be cast at a general meeting of that person or entity (or to control how such number of votes are cast); or • appoint or remove all or the majority of the board of directors or equivalent governing body of that person or entity; or • give direction with respect to the operating and financial policies and/or investment decisions of that person or



	entity with which the board of directors or equivalent governing body of that person or entity are obliged to comply or otherwise, directly or indirectly, control the operating and financial policies and/or investment decisions of that person or entity.
Astra Tech	Refers to Astra Digital Holding Ltd and Astra Tech Affiliates (references to 'Astra Tech' or 'Astra Tech Group' shall be interpreted accordingly).
Astra Tech Affiliates	Refers to all of the businesses in which Astra Tech has a Controlling Interest.
Public Official	Means all of the following: a) any officer or employee of any national, regional, local, or other government or any department, agency, or instrumentality of such a government, including any elected or appointed official, in any branch (executive, legislative, or judiciary); b) any officer or employee of a company or an enterprise owned or controlled by or performing a function of a government (e.g., national energy and transportation companies, healthcare providers, and state-owned telecom companies); c) any officer or employee of a public or state-sponsored university or research organization; d) any political party, political party official or candidate for public office at any level; e) any officer or employee of a public international organization (e.g., the World Bank, the United Nations, or the International Monetary Fund); f) any member of a royal family or member of the military; g) any individual acting in an official capacity for or on behalf of any of the above categories (whether paid or unpaid); and h) any individual otherwise categorized as a Public Official under applicable local laws or Astra Tech's policies and procedures.
Supplier / Vendor	Means any natural person or legal entity, including suppliers and their employees, personnel, supplier affiliates, agents, subcontractors, that supplies goods or services to Astra Tech or performs work for, or on behalf of Astra Tech. A supplier who has been verified and registered by Astra Tech.
Supplier Affiliate	Refers to all of the businesses in which a Supplier has a Controlling Interest.

