

HUGHES EUROPE ANTI-CORRUPTION AND BRIBERY POLICY

Section 1 APPLICATION OF THE POLICY

It is the policy of Hughes Network Systems Europe Limited and its subsidiaries (the “Company”) to conduct its business to the highest ethical standards. All Company employees, including managers and directors, as well as others acting on behalf of the Company (collectively, “Hughes European Personnel”) are responsible for conducting business every day according to such standards. To that end, all Hughes European Personnel, including agents, consultants, and contractors, must read, become familiar and comply with this Anti-Corruption and Bribery Policy.

This Policy is to be read in conjunction with the Company Handbook which provides guidance and rules on gifts and hospitality given to, and received from our suppliers, subcontractors and customers.

Section 2 COMPLIANCE WITH UK ANTI-CORRUPTIONS LAW

The UK Bribery Act 2010 is relevant to the Company for those parts of its business which are incorporated, or trade, in the UK. The Act concerns transactions that take place in the UK or abroad. The Bribery Act is a criminal statute that creates the offences of offering or receiving of bribes, bribery of a foreign public official and of failure by a commercial organisation to prevent a bribe being paid on its behalf.

Section 2.1 Bribery Act Statute

The Bribery Act is a criminal statute that creates the offences of offering or receiving of bribes, bribery of a foreign public official and of failure by a commercial organisation to prevent a bribe being paid on its behalf.

Section 2.2 Anti-bribery Offences

a) Section 1: Offences of bribing another person

Section 1 of the Bribery Act makes it an offence for a person (‘P’) to offer, promise or give a financial or other advantage to another person in one of two cases:

- **Case 1** applies where P intends the advantage to bring about the improper performance by another person of a relevant function or activity or to reward such improper performance; or
- **Case 2** applies where P knows or believes that the acceptance of the advantage offered promised or given, in itself, constitutes the improper performance of a relevant function or activity.

‘Improper Performance’ means performance which amounts to a breach of an expectation that a person will act in good faith, impartially, or in accordance with a position of trust. The offence applies to bribery relating to any function of a public nature, connected with a business, performed in the course of a person’s employment or performed on behalf of a

company or another body of persons. Therefore, bribery in both the public and private sectors are relevant.

b) Section 2: Offences relating to being bribed

Section 2 of the Bribery Act makes it an offence for a person to, directly or indirectly, request, agree to or accept a bribe:

- intending that a relevant function should be performed improperly, either by them or by a third party;
- when to do so, in itself, would be improper performance of a relevant function; or
- as a reward for carrying out a relevant function improperly, or in anticipation or consequence that they (or someone else on their behalf) will perform a relevant function improperly.

It does not matter if the person committing the offence knows or believes that the performance of the function was improper.

c) Section 6: Bribery of a foreign public official

Section 6 of the Bribery Act creates an offence of bribery of a foreign public official. The offence is committed where a person offers, promises or gives a financial or other advantage to a foreign public official with the intention of influencing the official in the performance of his or her official functions. The offence is not committed where the official is permitted or required by the applicable written law to be influenced by the advantage.

A 'foreign public official' includes officials, whether elected or appointed, who hold a legislative, administrative or judicial position of any kind in a country or territory outside the UK. It also includes any person who performs public functions in any branch of the national, local or municipal government of such country or territory or who exercises a public function for any public agency or public enterprise of such country or territory. Foreign public officials can also be an official or agent of a public international organisation.

d) Section 7: Failure of a commercial organisation to prevent bribery

Section 7 provides that a commercial organisation, being either a body or partnership incorporated or formed in the UK, or an incorporated body of partnership which carries on a business or part of its business in the UK, will be liable to prosecution if a person associated with it bribes another person intending to obtain or retain business or an advantage in the conduct of business for that organisation.

The Company will have a full defence to a section 7 offence, if it can show that despite a particular case of bribery it nevertheless had adequate procedures in place to prevent persons associated with it from bribing. The procedures put in place by commercial organisations seeking to prevent bribery being committed on their behalf are informed by six principles of compliance; namely (1) Proportionate Procedures, (2) Top Level

Commitment, (3) Risk Assessment, (4) Due Diligence, (5) Communication and Training and (6) Monitoring and Review.

Section 2.3 Economic Crime and Corporate Transparency Act 2023

Under the offence, an organisation may be criminally liable where an employee, agent, subsidiary, or other “associated person”, commits a fraud intending to benefit the organisation and the organisation did not have reasonable fraud prevention procedures in place. In certain circumstances, the offence will also apply where the fraud offence is committed with the intention of benefitting a client of the organisation. It does not need to be demonstrated that directors or senior managers ordered or knew about the fraud.

The offence will make it easier to hold organisations to account for fraud committed by employees, or other associated persons, which may benefit the organisation, or, in certain circumstances, their clients. The offence will also encourage more organisations to implement or improve prevention procedures, driving a major shift in corporate culture to help prevent fraud.

Scenarios that could expose an organisation to liability include, for example, mis-selling or other inaccurate statements to customers or investors; “cooking the books” (e.g. manipulation of accounts, forecasts or targets); false representations, warranties or disclosures in M&A transactions; greenwashing and other inaccurate disclosures to the market; misrepresenting the benefits or uses of AI products; misleading disclosures and applications to regulators or tax authorities; or false insurance claims.

Section 3 Doing Business with Third parties

As discussed in section 2 of this Policy, the Company can, in some circumstances, be held liable for payments made by third parties. The following section sets out the procedures the Company has adopted to screen and monitor third parties and thereby protect against potential liability for their actions.

Section 3.1 Understanding the Legal Risks

The Company and individual officers or employees may be liable for financial or other advantages made by a third party – such as a sales representative, subcontractor, consultant, agent, joint venture partner, or teaming partner, even if the third party is not subject to the Bribery Act, and even if the Company does not actually know of the advantage being given.

With regard to the Bribery Act risk in particular, the Company has adopted a “Third Party” process to protect itself from high-risk relationships and potential legal violations arising from third party actions. That process involves three major components:

1. All proposed third parties who will be involved in European sales and marketing, are subject to US Legal Department review for Bribery Act compliance.
2. Other European third party relationships and transactions will be subject to a Bribery Act compliance review on a case-by-case basis, where red flags are identified by the responsible Company lawyer reviewing the relationship or transaction.

3. All European third party relationships are subject to on-going oversight by the responsible business managers and the US Legal Department for the duration of the relationship.

Joint ventures and teaming agreements with other companies present unique circumstances and risks and, therefore, are automatically subject to review by the US Legal Department. The US Legal Department will examine various factors to determine what due diligence and Bribery Act safeguards are reasonable and appropriate to address the circumstances of the proposed relationship.

Section 3.2 Due Diligence and Legal Review

The most important step the Company can take to protect itself from liability for improper financial or other advantages made by third parties is to choose carefully its business partners, agents, consultants, finders and other third parties and to identify in advance any red flags that a proposed relationship may raise. Thus, the Company has adopted due diligence procedures designed to screen certain proposed business relationships with third parties in its business.

Due diligence is effective and efficient only when it is a thoughtful, collaborative process – it is not a “check the box” exercise. Business managers, the US Legal Department and Compliance personnel are all equally responsible for the success of this process. The responsible business managers must contact the US Legal Department immediately upon identifying the need for a third party, and must work with the US Legal Department and the Compliance personnel to provide the factual background required complete the due diligence process. The US Legal Department and the Compliance personnel, in turn, must work quickly to identify issues and to try and resolve them in a manner that protects the Company from risk while facilitating its efforts to compete in the marketplace.

Different third party relationships pose different levels of Bribery Act risk. Company policy requires a detailed review of all proposed third party relationships in which the third party will participate in any way in the Company’s efforts to obtain business. For Europe, the US Legal Department oversees this process, in coordination with responsibility for FCPA compliance. This policy is not affected by the label given to the third party relationship (e.g., the subcontractor, teaming partner, sales representative, marketing consultant), nor is it affected by whether the third party’s services are to be performed before, after, or before and after the sale or other transaction.

The Company should never enter into any relationship with a third party who will participate in the Company’s international sales or marketing efforts without an inquiry into the third party’s background and reputation. The scope of a due diligence investigation should be sufficient to determine that (1) the third party is not a “foreign official” or a company in which a “foreign official” has a significant interest for Bribery Act purposes; and (2) the third party will not engage in any improper practices that could expose the Company to liability or are otherwise inconsistent with the Company business practices that could expose the and the third party must be investigated and any

issued raised must be addressed to the satisfaction of the Company prior to entering the relationship.

To facilitate these background checks on such third parties, and ensure consistency in their content, the Company has designed a short form, the “Third Party Report”, which must be completed by the engaging manager at the time the proposed third party is identified and forwarded to the US Legal Department for review. A copy of the form is attached to these Guidelines. The form has been designed so that it can be completed quickly with little administrative burden. **The manager recommending the third-party relationship must forward the completed form and supporting documentation promptly to the US Legal Department, for immediate compliance attention and approval.**

No work may be done by these third parties until US Legal Department approval has been secured in writing. All Company personnel involved in the process are expected to act promptly so that the due diligence process will not delay business negotiations and operations.

Other third party relationships will be subject to more detailed review only if the US Legal Department and/or the responsible business managers identify red flags warranting additional review. Where such review is required, the US Legal Department, will immediately inform the engaging business manager of the need for the review and initiate the review process.

Section 3.3 Red Flags

In conducting third party due diligence, it is essential that Company personnel be sensitive to circumstances that suggest Bribery Act risks. Circumstances that, in view of the relevant UK authorities, may suggest an illegal payment by a third party and therefore a potential Bribery Act violation, are commonly referred to as “red flags”. The presence of red flags in a transaction suggests a need for greater scrutiny and the implementation of safeguards against a potential violation. It does not necessarily mean that the transaction cannot go forward.

Red flags that warrant further investigation when selecting or working with a third party are varied and numerous. The following are a few examples:

- The transaction involves a country known for corrupt payments.
- A reference check reveals the third party’s flawed background or reputation.
- The third party is suggested by a government official or the relevant customer/supplier, particularly one with discretionary authority over the business at issue.
- The third party has a close personal or family relationship, or a business relationship, with a government official or relative of an official or of the customer/supplier.
- The third party request unusual contract terms or payment arrangements that raise concerns, such as payment in cash, payment in another country’s currency, or payment in a third country.

- Due diligence reveals that the third party is a shell company or has some other unorthodox corporate structure.
- The only qualification the third party brings to the venture is influence over government officials and/or over customer/supplier.
- The third party requires that his or her identity or, if the third party is a company, the identity of the company's owners, principals or employees, not be disclosed.
- The third party's commission or fee exceeds the "going rate".
- Suspicious, unusual or ambiguous communications from the third party that, in hindsight, may suggest unlawful activity in the absence of additional information or contact to support the legitimacy of the such statements.
- Action or activity on the part of a third party that would violate the local law of the applicable territory, even if the third party says "it's OK, everybody does it".

If your investigation uncovers any red flags, such as those discussed above, more in-depth inquiry may be required. The US Legal Department is prepared to address red flags in a manner that protects the Company from legal and business risk and facilitates the Company's pursuit of its business objectives.

Section 3.4 Reducing the Relationship to Writing

Once due diligence has been completed and the Company determines to enter into the third party relationship, the terms of the relationship must be reduced to writing. To speed the process the US Legal Department will work with the business unit while due diligence is on-going to begin drafting the contract, and to adjust the terms to address the risks identified by the due diligence.

The company requires all third-party relationships to be subjected to the compliance review process because they are participating in the Company's international sales or marketing effect, additionally are dealing with foreign officials, or present other red flags, to be reduced to a written contract that includes appropriate language regarding compliance with laws, including the Bribery Act. Oral contacts pose considerably higher business and legal risks to the Company. The US Legal Department will be able to provide the necessary language. The contract must be executed before the third party begins work.

The Company recognises that business pressures may in some instances require quick action. The Company has designed this process to be flexible and to work as quickly as possible while maintaining the Company's standards for ethical and legal conduct of its business. If you anticipate that business pressures will require the assistance of the third party before the completion of this qualification and due diligence process, consult with the US Legal Department immediately who will work to identify an approach to reconcile the business and compliance needs. DO NOT, however, ask the third party to start working, or take any other action that could expose the Company, and you, to heightened legal or business risks.

Section 5 Penalties and Enforcement

On conviction of a section 1, 2 or 6 offence, individuals will be liable for up to ten years' imprisonment, an unlimited fine, or both.

Companies will be liable to an unlimited fine only. Conviction for the corporate offence (section 7) may also lead to debarment from public procurement under the UK's implementation of the EU Procurement Directive. Companies may also be the subject of confiscation orders under the Proceeds of Crime Act 2002. Such sanctions and the reputational damage associated with a conviction will have a significantly adverse impact on companies.

Section 6 Gifts, Entertainment and Other Promotional Expenses

The Bribery Act 2010 does not prohibit bona fide reasonable and proportionate hospitality. The existing Company policy concerning Gifts, Entertainment and Other Promotional Expenses as provided for in the Company Handbook shall apply in this instance.

Section 7 Facilitation Payments

Facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform, are held to be bribes under the Bribery Act and are not permitted.

The only exception to be provided to such prohibition shall be in relation to those circumstances where such a facilitation payment has been required to protect loss of life, limb or liberty.

Section 8 Company Disciplinary Action

The Company is committed to compliance. Failure of any employee to comply with this Policy may result in disciplinary action, which may include reprimand, probation, suspension, demotion, salary reduction, bonus elimination or reduction, share option elimination or reduction, or termination.

Section 9 Avoiding Trouble

The on-the-spot reactions of individual employees to requests to give or receive financial or other advantages and rumours of 'red flags' are critically important to the Company's ability to prevent non-compliance with anti-corruption law and to protect itself and its employee's from liability.

Section 10 Compliance with Anti-Corruption FCPA and other international laws

The United Kingdom, the United States and many other countries have adopted and enforce laws prohibiting the payment of bribes for the purpose of obtaining or retaining business opportunities in both the private and public sector. To ensure that financial transactions and other activities undertaken on behalf of the Company do not violate these anti-corruption laws, Hughes European Personnel must review and understand this Policy.

In addition, all Hughes European Personnel are required to be compliant with the Foreign Corrupt Practices Act (Policy 4.3, Version 1.0) of Hughes Network Systems, LLC. A copy of that policy is attached to this Policy. Furthermore, adherence to all anti-corruption laws relevant to other

jurisdictions in which Hughes European Personnel operate is of paramount importance. If you have any concerns with respect to such compliance, you should contact the US Legal Department.

Section 11 How to Respond to a Request to Make or Receive a Financial or Other Advantage

If you are requested to make offer or promise to give a financial or other advantage (or requested to agree to receive a financial or other advantage), you should:

- Immediately refuse to make (or receive) to provide the financial or other advantage; explain that the Company does not make or receive such advantages.
- If a joint venture partner or third party is involved, explain that they are not authorised to make the payment on the Company's behalf, and explain that the Company cannot continue to do business with them if they provide the financial or other advantage.
- Be clear that your refusals are absolute and do not come with a 'wink and a nod'.
- Immediately report the request to the US Legal Department; wait for the Senior Counsel's instructions on next steps.

Section 12 How to Report Concerns or Raise Questions

If you have any questions about this Policy, or have concerns about any past or proposed behaviour by anyone at the Company or any third party working with the Company in connection with this Policy, please contact the US Legal Department on 001 301 601 7444.

Please contact the Company's ethics hotline at 001 800 669-9327, if you wish to raise questions or concerns anonymously.

It is the policy of the Company to forbid retribution or retaliation of any kind against employees who report potential or actual ethics or legal violations. Every employee has the right to address ethical concerns in good faith without fear of punishment or harassment from co-workers, supervisors, or senior management. The commitment of the European Hughes Personnel to full compliance with our legal obligations and ethical standards is valued and respected.