

## **CODE OF ETHICS/CONFLICTS OF INTEREST**

Altitude Access Solutions prohibits employees from holding a position that requires them to participate in any decision to hire, promote, discipline, or discharge a relative who is, or is under consideration to become, an Altitude Access Solutions' employee.

Altitude Access Solutions employees are hereby held to the following Code of Ethics and standards of conduct for conflicts of interest.

### **1. Misuse of Position**

Any employee shall not use their official position or office, or take or fail to take any action, in a manner which they know or have reason to know may result in a personal financial benefit for any of the following persons:

- a. A company officer, member, staff, or employee;
- b. The outside employer or business of a company officer, member, staff, or employee if the officer, member, staff, or employee's outside employment compensation or business income would be affected by the action;
- c. A relative, where the action would affect them to a greater degree than the general public or a class of individuals similarly situated, including in the process of employment, recruitment, hiring, promotion, and discipline.

### **2. Secondary Employment**

Subject to the written approval of the Facility Manager, which approval may be withdrawn at their discretion at any time, a company employee may be employed on a secondary work basis by a vendor or contractor engaged to perform services at the Airport or with Altitude Access Solutions.

### **3. Disclosure and Recusal**

Altitude Access Solutions' employees shall, to the extent they know or should know thereof, publicly disclose to the Facility Manager, President, Vice President, or Director of Human Resources of/for Altitude Access Solutions, the nature of any potential conflict of interest between their official duties with Altitude Access Solutions and any outside interest; and offer to recuse themselves from any debate, discussion, decisions or any matter before Altitude Access Solutions or agency when acting on the matter, or failing to act on the matter, could reasonably be expected to be more beneficial financially to any of the persons listed in Section 1-above under Misuse of Power, than it would be to any member of the general public.

### **4. Revolving Door**

Persons who have served as employees of Altitude Access Solutions shall neither, after the termination of such employment, appear before Altitude Access Solutions or any agency of Altitude Access Solutions, nor render services on behalf of any person, firm, corporation or association, in relation to any case, proceeding or application with respect to which the employee was directly concerned or in which they personally participated during the period of their service or employment of which was under their active consideration, until the case, proceeding or application have been fully disposed of for a period of two years from the date of separation from employment, whichever is earlier; nor shall the employee receive or agree to receive any compensation with respect to such matter.

## 5. Gifts

No employee shall directly or indirectly solicit any gift, having a value of \$75 or more, whether the gift is in the form of money, property, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form under circumstances in which it could reasonably be inferred that the gift was intended to influence them, or could reasonably be expected to influence them, in the performance of their official duties or was intended as a financial reward for any official action on their part.

The only exception to Altitude Access Solutions' policy on gifts is if an employee accepts a free invitation to a charitable fund-raising event, recognition dinner, or similar community event.

## 6. Confidential Information

Employees shall not disclose confidential information acquired by them in the course of their official duties unless having first obtained proper authorization for use in official business purposes. Additionally, confidential information shall not be used to further their personal interests or those of the persons listed in Section 1-above under Misuse of Power or used in a way that intentionally harms the financial interests of Altitude Access Solutions or its vendors. Confidential and proprietary information may include but is not limited to such things as pricing and financial data, customer names/addresses, private employee personnel data, including demographic and medical information, labor negotiations, information about current or prospective vendors, prospective air service development and marketing initiatives, and other information not already made public.

## 7. Outside Compensation

Employees shall not receive or enter into any agreement, express or implied, or compensation for services to be rendered in relation to any matters before any Altitude Access Solutions agency of which they are an employee, or of any company agency over which they have jurisdiction, or to which they have the power to appoint any officer, member, staff, or employee.

Altitude Access Solutions employees shall not receive compensation or enter into any agreement, express or implied, for services to be rendered in relation to any matter before any agency of Altitude Access Solutions, whereby their compensation is to be depended or contingent upon any action by the agency. This shall not prohibit the representation by an Altitude Access Solutions employee before such other unaffiliated Altitude Access Solutions agencies for fees based solely upon the reasonable value of the services.