



May 2023

**ANTI-BRIBERY AND AGAINST  
FRAUD POLICY OF AENA,  
S.M.E., S.A.**



## 1. PURPOSE

Aena, S.M.E., S.A., and its subsidiaries wholly or majority owned by Aena, S.M.E., S.A. (subsidiaries) (hereinafter, “**Aena**”, the “**Company**” or “**Aena Group**”) is aware that corruption and fraud hinder economic development, weaken democracy and are detrimental to social justice and the rule of law, thus causing serious damage to the economy and society, and for that reason it hereby assumes the responsibility to participate actively in the challenge that constitutes the fight against corruption and fraud in all its areas of activity. For these purposes, the Board of Directors of the Company has approved this Anti-bribery and against fraud Policy (hereinafter, the “**Policy**”).

This Policy arises within the scope of Aena’s good corporate governance policies and is grounded in the Company’s commitment to the values and principles contained in Aena’s Regulatory Compliance Policy and Code of Conduct. These policies are intended to acknowledge a firm message of rejection and zero tolerance towards any conduct that involves an illegal act or contravenes the policies, rules, values and the principles of Aena, among its employees, executives and government bodies a firm message.

In this sense, this Policy constitutes Aena’s commitment of permanent monitoring and sanction of fraudulent acts or conducts that somehow propitiate corruption, of maintenance of effective communication and awareness mechanisms among all employees, executives and government bodies, and the development of a business culture based on ethics and honesty.

This Policy complements and develops the provisions of Aena’s Code of Conduct and Regulatory Compliance Policy.

## 2. SCOPE OF APPLICATION

Compliance with this Policy is mandatory for members of the Board of Directors, executives and all employees of the Aena Group, regardless of where they reside or where they conduct their business, as well as consultants, partners and third party representatives who may act on their behalf (hereinafter, **Mandated Subjects**).



Notwithstanding the foregoing, it will apply to Directors, executives and employees of subsidiaries, and their consultants, partners and third parties acting on their behalf according to their regulations, except for any matters covered by their own policies. Accordingly, in the subsidiaries controlled directly or indirectly by Aena, this Anti-bribery and against fraud Policy will be applied, adapting, wherever appropriate, those procedural or other issues that are strictly necessary to make them compatible and comply with regulatory requirements or legislation in force that applies to them in each case, adapting and/or developing the principles contained in this Policy to the idiosyncrasies of their nature and jurisdiction.

In the remainder of the companies in which Aena holds a stake directly or indirectly though without having effective control over them, Aena will promote, through its participation in its governing bodies, the adoption of anti-bribery policies, and the establishment of compliance supervision and control systems, in case these companies have not been already adhered to this Aena Policy.

The Mandated Subjects must observe and comply with the provisions of this Anti-bribery and against fraud Policy in all the activities they carry out in the exercise of their activity on behalf of or in representation of Aena, regardless of whether they take place in Spain or abroad.

### **3. AENA'S OPERATING PRINCIPLES AND PROHIBITED CONDUCT**

#### **3.1. Operating principles**

- a) Aena does not allow any type of corruption, extortion or bribery in the carrying out of its business activity, either in the public or private sector.
  
- b) Aena promotes a preventive culture based both on the principle of zero tolerance towards business corruption, in all its forms, as well as towards the commission of any illicit act or fraudulent situation, and on the application of the ethical principles of Aena for all its employees, regardless of their hierarchical level and the place where they work. This principle of zero tolerance towards business corruption is absolute and prevails over any type of economic benefit that Aena or its employees may obtain.
  
- c)

- d) The relations between Aena employees and any public administration, authorities, public officials and other persons who participate in the exercise of the public function will be governed, in any case, by the principles of cooperation, transparency, integrity and honesty.
- e) Aena shall adhere to specific procedures to prevent actions that may be construed as acts of corruption or bribery. Likewise, training will be provided to Aena employees, either face-to-face, online, or by any other method that is appropriate, with sufficient periodicity to update their knowledge in this area.
- f) Aena shall promote an environment of transparency, adhering to suitable internal procedures to encourage reporting of any irregularity or regulatory non-compliance.
- g) The risks associated with fraud, corruption and bribery will be properly considered in the internal procedures of Aena and, when applicable, specially in all those related to relations with third parties.
- h) In accordance with the provisions of the regulations governing its activities, Aena's relationship with third parties is based on the principles of legality, efficiency and transparency. Ethical and responsible behaviour is one of the cornerstones of Aena's actions and its suppliers must comply with the principles set out in this Policy.

No Aena third party will offer or grant public officials, third parties or any employee of Aena, in the context of the business activity developed for or on behalf of it, directly or indirectly, gifts, freebies or other unauthorised perks in accordance with the provisions of the Code of Conduct, with the aim of obtaining favourable treatment in the awarding or conservation of contracts, tenders or personal benefits or for the supplier company.

### **3.2. Prohibited conduct**

- **Gifts and courtesies**

It is prohibited to receive and to give, promise or offer any kind of gift, courtesies or commercial or entertainment invitations to any authorities or public officials or members of private entities where, due to their frequency, characteristics or circumstances, they may be interpreted by an objective observer as having been made with the intention of



affecting the impartial judgement of the recipient. However, the following are exempted from this prohibition:

- Objects of little value used for advertising purposes.
- Occasional invitations or hospitality not exceeding the modest limits considered reasonable in customary, social and courtesy practices. The non-acceptance or giving of gifts for an individual amount of greater than one-hundred euros is established.

- **Expenses, subsistence and travel**

Action will be taken in accordance with the applicable travel policies or procedures.

In addition, any travel and representation expenses that Aena may incur for third parties must be duly authorised, consistent and reasonable, and may not under any circumstances be classified as excessive or extravagant. In these cases and to the extent possible, the aforementioned Travel Policy applicable to Aena personnel will apply. These expenses shall always be paid to the provider of the service and must in all cases be supported by the presentation of the relevant receipt.

- **Facilitation payments**

Facilitation payments are strictly prohibited. These are small payments made to public officials to expedite the performance of their responsibilities, e.g. access to public services, obtaining ordinary licences or permits, administrative formalities, etc.

Therefore, any activity that could lead to a facilitation payment being made or accepted by or on behalf of Aena, or that could suggest that such a payment may be made or accepted, should be avoided.

- **Political contributions**

Political contributions are strictly prohibited. Relationships with, membership of or cooperation with political parties or with other types of entities, institutions or associations with public purposes that go beyond those of Aena, as well as any contributions or services to them, must be pursued in a manner that clearly shows their personal nature and avoids any involvement on the part of Aena, during free time and without using any of Aena's resources (including Aena's computers, e-mail and telephones).



- **Social content, patronage and sponsorship activities**

Social content, patronage and sponsorship activities must be duly approved and authorised in accordance with the applicable regulations, and under no circumstances may they be used as a subterfuge for covert payments contrary to the Code of Conduct.

- **Books and records**

Aena will maintain books, records and accounts that contain all necessary details and properly reflect the operations and disposition of assets of the organisation.

The preparation of financial information requires following accounting rules and principles with accuracy and completeness and having adequate internal processes and controls to ensure that accounting and financial reporting are complete, reliable and comply with all applicable legal requirements.

Likewise, accurate, appropriate and reasonably detailed documentation must be maintained to cover all transactions, to keep custody in accordance with internal policies on information management

The deliberate misuse or misrepresentation, omission or secrecy of Aena accounts, funds or assets with intent to defraud or violate the provisions of this Policy and applicable law is strictly prohibited.

Specifically, the following conduct is absolutely prohibited:

- Establishing unregistered accounts.
- Conducting off-book or misrecorded transactions
- Recording non-existent expenditure.
- Entering expenses in accounting books with an incorrect indication of their purpose.
- Using false documents.
- Deliberately destroying accounting documents before the deadline stipulated by law.



#### **4. DUE DILIGENCE MEASURES TO PREVENT CORRUPTION**

In addition to the general provisions of the Code of Conduct, Aena has also adopted a series of due diligence measures in commercial transactions, specifically in those aimed at preventing corruption.

Thus, Aena prohibits any economic transaction, contract, agreement or undertaking when there are sufficient reasons to believe that there may be any type of link to undue, unlawful or corrupt activities.

The Aena Management Committee may set criteria by which, according to criteria commonly accepted in the international community, certain transactions or investments are to be considered to be high-risk. These criteria will be set in accordance with the Company's strategic plan and with the regulations that the Board of Directors may determine, where applicable.

In the event that operations are contemplated that may be considered high risk according to the criteria set by the Executive Management Committee or an analogous body, this circumstance must be explicitly detailed in the reports proposing the operation to the Company's decision-making bodies so that they can take this circumstance into consideration when authorising the operation. Where authorisation is granted, the agreement authorising it shall also expressly state that the decision-making body has been made aware of the high-risk nature of the operation and the mitigating measures taken, if any, in this respect.

Aena will choose its consultants, partners, suppliers, customers and representatives with due diligence, establishing relationships whenever possible with bodies and firms of renowned prestige in their respective markets. If this is not possible, due diligence procedures will be adopted in accordance with the regulatory framework to which the Company is subject.

In any case, the following measures for the prevention and control of corruption will be adopted:

Control measures in contracting with suppliers, business customers and sales representatives and agents



Aena applies the principles of legality, efficiency, transparency, publicity, concurrence, confidentiality, equality and non-discrimination in its contracting processes, meaning that contracts are awarded to the bidder who submits the best bid.

Aena assumes the commitment to maintain commercial relationships with suppliers and qualified, reliable and integral customers who ensure the best technical and economic bid. To meet this commitment, measures will be implemented to verify the qualification and integrity of each supplier and customer before initiating binding commercial relations, when it is deemed convenient by the unit proposing the commercial relationship, always taking into account the contracting regulations that are of application in each case.

As far as possible, and when required by the characteristics of the contracts in question, for which the OSCC will set the appropriate criteria, suppliers and customers with whom the Company contracts must have anti-corruption protocols and control measures. An anti-corruption clause shall be included in the agreements to sign, unless it is justified by the nature of the relationship or other circumstances that it is not considered necessary by the unit proposing the contract. The model clause which is attached in Schedule 2 should preferably be used.

In the particular case of the sales agents and representatives, a due diligence process shall be conducted in the same terms as that applicable to operating partners in the following section.

Nonetheless, agreements with sales agents and representatives shall always be formalised in writing by means of a corresponding contract with the following minimum content:

- the specific description of the scope of work and services to be provided.
- the obligation of the agent to comply with the provisions of this Policy or, where applicable, with obligations in accordance with the principles set out herein.
- the agreed consideration which, in all cases, must be in line with market practices, be appropriate in relation to the agent's experience and the services provided and be consistent with local laws and market practices.
- the prohibition to employ or subcontract to third parties for any of the services under the contract without Aena's prior written consent.





Furthermore, agents may not receive any consideration until after the corresponding contract has been signed, and payments shall be effected in accordance with the internal procedures established by Aena.

#### Control measures in relations with operating partners

The commitment of Aena is to maintain commercial relationships with reliable and honest partners in order to mitigate any type of legal and/or reputational risk.

Aena will carry out transactions with partners who have accredited reputable performance in their sector and have a track record of acknowledged ethical behaviour.

All third parties must be suitably appraised by Aena through a due diligence procedure, addressing issues such as the type of transaction to be made, the type of agreement or contract to be signed, the identity of the third party or its shareholders, jurisdiction, etc., with a view to ensuring that said third party is trustworthy and, consequently, does not carry out activities that may involve risks, economic damage or compromise the reputation and good corporate image of Aena.

In any case, through the process of due diligence, the following will be determined:

- the identity of the counterparty and its de facto or de iure administrators, and
- the identity of the real holder, understood as such by virtue of the current regulations on the prevention of money laundering and the financing of terrorism, and the economic activity within which the corresponding business relationship is established.

The partners of Aena must have anti-corruption protocols and controls.

An anti-corruption clause shall be included in the contracts or agreements to sign, unless it is justified by the nature of the relationship or other circumstances that it is not considered necessary by the project manager to whom the contract relates. The model clause which is attached should preferably be used.

In the event that additional risks arise, such as the counterparty does not have anti-corruption protocols and controls in place or that the third party refuses to include anti-corruption clauses in the contract or agreement to subscribe, a reinforced due diligence



process will be carried out in order to make inquiries of greater depth and scope, and any additional measures deemed appropriate shall be laid down.

#### Control measures in corporate operations

For the purposes of this Anti-bribery and against fraud Policy, a corporate operation is any transaction that implies an increase in the perimeter of Aena's business, such as the merger, acquisition or absorption of another company.

All the corporate operations will be carried out with the utmost diligence analysing and evaluating all the implications and risks.

The due diligence process will be determined in each case depending on the specific circumstances that arise in the corporate operation. In any case, it will include the following extremes, at the very least:

- Analysis of the legal framework of the sector and country in which the body or firm operates.
- Anti-corruption analysis of the shareholders and the body or firm.
- Verification of the correct constitution and functioning of the body or firm.
- Verification of the correct book-keeping of accounting and financial records.
- Verification of the proper book-keeping of the corporate ledgers.
- Analysis of regulatory compliance.

The due diligence measures to prevent corruption provided for in this Policy will be subject to periodic review in order to evaluate and increase their effectiveness.

An anti-corruption clause shall be included in the contracts or agreements to sign, unless it is justified by the nature of the relationship or other circumstances that it is not considered necessary by the project manager. The model clause which is attached should preferably be used.

#### Control measures in relations with public officials and authorities:

All dealings with public officials and authorities shall be conducted with the utmost diligence, always based on the principles of transparency, integrity, objectivity, impartiality and legality.



In any case, the following general guidelines should be observed in our dealings with public officials and authorities:

- Compliance with the values, principles and rules of conduct contained in the Aena Code of Conduct.
- Refraining from acting or dealing with public officials or authorities in the event of conflict of interest.
- Supervision and verification of the veracity and integrity of the information provided to Public Administrations.
- The proper preservation and custody by the person assigned for this purpose of all the documentation exchanged with the public sector.

## **5. COMPLIANCE MONITORING AND CONTROL BODY AND COMPLIANCE DEPARTMENT**

The body in charge of supervising and controlling compliance with this Policy is the Compliance Monitoring and Control Body at Aena and, under the terms of the Regulatory Compliance Policy and the Regulations on the Functions of the Aena General Regulatory Compliance System through the Compliance Department, which reports to it.

This Policy is of a minimum nature, and should be understood as a guide of exemplary guidelines for the behaviour of the Mandated Subjects bound by this Policy. Likewise, any other internal provisions of Aena that may be applicable to each specific case or circumstance must be observed always and at all times.

In the event of questions or queries regarding the application and interpretation of the content described in this Policy, the Aena Compliance Monitoring and Control Body should be contacted.

Failure to comply with the provisions contained in this Policy will result in the exercise by Aena of the corresponding actions in accordance with the provisions of the Aena Code of Conduct and the Law.



## **6. TRAINING AND OUTREACH**

Aena will promote the knowledge and respect on the part of all the Mandated Subjects bound to the Anti-bribery and against fraud Policy through an adequate dissemination of this policy and through specific training programmes.

## **7. REPORTING NON-COMPLIANCES**

Mandated Subjects have the obligation to report and denounce, through any of the communication channels of the Internal Reporting System, any knowledge or justified suspicions of non-compliance of which they become aware, without fear of being subject to dismissal or any other type of reprisal, and with the assurance that it will be treated with the utmost confidentiality and anonymity guarantee.

Likewise, customers, suppliers, contractors, persons or companies outside Aena may report any non-compliances in the aforementioned sense.

## **8. COMMITMENT OF THE BOARD AND SENIOR MANAGEMENT**

This Policy responds to the clear commitment of the Board of Directors and Senior Management of Aena to defend compliance with the law, within the framework of the necessary communication and dissemination of the principles contained in the General Regulatory Compliance System.

## **9. ACCEPTANCE OF AND COMPLIANCE WITH THE POLICY**

Aena will define the manner in which it will seek express acceptance of the full content of this Policy from all Mandated Subjects to whom this Policy applies.

Failure to comply with the provisions of this Policy may lead to the application of the appropriate disciplinary measures, in accordance with the provisions of Aena's disciplinary regime and corporate regulations, where applicable.



## 10. VALIDITY

The Anti-bribery and against fraud Policy was approved by the Board of Directors of Aena at its meeting on 30 October 2018 and updated at its meeting on 30 May 2023. It will remain in force as long as no amendments are made to it.

Any amendments made to the Anti-bribery and against fraud Policy shall be approved by the Board of Directors, following a proposal from the Audit Committee, the Compliance Monitoring and Control Body, and from the Corporate General Secretary's Office or the Compliance Department, and in all cases with a report by the Compliance Monitoring and Control Body, and shall apply from the day following that on which all Mandated Subjects affected by this Policy are notified by electronic means.

## SCHEDULE 1. GLOSSARY

- **Conflict of interest**: a conflict of interest is understood to be any situation in which the interest of Aena or any of its subsidiaries or investee companies directly or indirectly collide with the particular interest of a specific member or of a person related to him/her.

Furthermore, a conflict of interest is also deemed to exist when the personal interest of a specific member of Aena, or of a person related to him/her, unduly influences, or may unduly influence, the adoption or execution of decisions during the exercise of a commercial or transactional relationship.

- **Corruption or acts of corruption**: will mean the act of offering, promising, giving or accepting an undue advantage to/by a public official or an employee/representative of a company, directly or indirectly, with the aim of obtaining an illegal advantage (e.g. from a contract, licence, favourable outcome of an inspection, court proceedings, etc.). Bribery is therefore a mechanism or form of corruption.
- **Public official and/or public authority**: whether national or international, this term will apply to: (i) any person holding a legislative, executive, administrative or judicial office, whether appointed or elected, permanent or temporary, paid or honorary, regardless of that person's seniority in office; (ii) any other person performing a public function, including for a public agency or public enterprise, or providing a public service; (iii) any person connected with a public office in any public international body; and (vi) any other person defined as a public official in the domestic law of each jurisdiction.
- **Undue payments or advantages**: will mean any request, delivery, acceptance or consideration, whether monetary or not, which is not duly justified or which is unlawful.
- **Facilitation payments**: are small, unofficial and improper payments made to a low-level official to obtain or expedite the performance of a routine or necessary operation to which the person making the facilitation payment is entitled.



- **Excessive economic value**: is defined as an economic value that exceeds the customs and practices of the country of reference and is not in accordance with customary business and commercial practices



## **SCHEDULE 2. ANTI-CORRUPTION CLAUSE**

In carrying out their obligations under this Agreement, the Parties, their Directors, representatives, employees and any other third parties engaged or subcontracted by the Parties shall comply with the laws and regulations of any jurisdiction applicable to them for the purposes of this Agreement and shall not engage in or cooperate with any conduct punishable by applicable law, whether at national or international level.

In particular, the Parties warrant that they shall not receive or offer, either directly or indirectly, any unjustified benefit or advantage of any kind or improper advantage, or any gift or remuneration of any kind to any public authority or official or to any private third party in connection with any business opportunity covered by this Agreement, and if either Party were to receive any request for improper delivery it shall immediately inform the other Party.

Failure to comply with the provisions of this clause shall lead the contracting body to report the facts to the competent authorities in matters of competition and, where appropriate, to the National Anti-Fraud Coordination Service of the General State Comptroller or to the competent control and audit bodies. In the event that the nature of the facts may constitute a criminal offence, the contracting authority shall take appropriate measures to refer such conduct to the courts and/or the Public Prosecutor's Office for investigation.