

ANTI-BRIBERY POLICY OF AENA, S.M.E., S.A.

**Approved by the Board of Directors of Aena S.M.E.,
S.A. on 25 June 2024**

I. PURPOSE

Aena, S.M.E., S.A. and its subsidiaries integrated into its group (hereinafter, the “Subsidiaries”), under the terms of Article 42 of the Code of Commerce (“the Aena Group”), are 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 has approved this Anti-bribery Policy (hereinafter, the “**Policy**”).

The purpose of this Policy is to strengthen the commitment of the Aena Group to the values and principles contained in the 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 the Aena Group, among its employees, executives and government bodies a firm message. In this sense, this Policy constitutes the commitment of the Aena Group to permanently monitor and sanction fraudulent acts or conducts that somehow propitiate corruption, to maintain effective communication and awareness mechanisms among all employees, executives and government bodies, and to develop 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.

II. SCOPE

This Policy applies to the Aena Group. Notwithstanding the foregoing, Subsidiaries registered outside of Spain may make the necessary adaptations to this Policy in order to comply with the local law applicable to them.

However, when within the scope of local law applicable to Subsidiaries registered outside of Spain there is a regulation in force, compliance with which requires the alteration or suppression of essential terms or principles of this policy, its adaptation shall require that, once it is approved in the form of an addendum by the Board of Directors of the corresponding subsidiary, it be submitted, together with a legal report justifying the mandatory nature of the local regulation, to the Board of Directors of Aena S.M.E., S.A.

for its final approval. Once the addendum has been definitively approved, it will be published on the website, along with the rest of the policies, and will be communicated to the Aena Directors whose area of responsibility is related to this policy.

At its meeting held on 30 April 2024, the Board of Directors of Aena approved a procedure regulating the steps to be followed to adapt corporate policies to the local law applicable to subsidiaries domiciled outside Spain in the cases referred to in the preceding paragraph.

This Policy is also binding on and applicable to the members of the Company's Managing Bodies, its Senior Management team and, in general—without exception and irrespective of the office held, responsibility, occupation or geographical location—all employees of the Aena Group (“Individuals to whom this Policy applies”). In view of the foregoing, the Individuals to whom this Policy applies must observe and comply with the provisions of this Policy in all the activities they carry out in the exercise of their activity, regardless of whether they take place in Spain or abroad.

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.

III. PRINCIPLES

The principles on which the activity of the Aena Group is based with regard to anti-corruption are:

- a) The Aena Group 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) The Aena Group promotes a preventive culture based on the principle of “zero tolerance” towards corruption in business, in all its forms, and towards any conduct that involves unlawful acts or a situation of fraud. This principle of zero tolerance towards business corruption is absolute and prevails over any type of financial profit that the Group, its companies or its professionals may obtain.

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

IV. PROHIBITED CONDUCT

- **Business Courtesies**

Aena has a Business Courtesies Policy that sets out the general and operating principles regarding the giving, promising or offering of business courtesies.

The provisions of this section apply to close relatives of the Individuals to whom this Policy applies and of Third Parties, and to the legal persons on which the former have significant control of influence.

- **Facilitation payments**

Facilitation payments are strictly prohibited. These are small payments made to public employees 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 the Aena Group or of any of its subsidiaries, 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 the Aena Group, as well as any contributions or services to them, must be pursued in a manner that clearly shows that they are made personally during free time and without using the resources of the Aena Group (including corporate computers, e-mail and telephones), avoiding any involvement on the part of the Group.

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

Social content, patronage, donation 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 and to this Policy.

- **Books and records**

The Aena Group 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 the accounts, funds or assets of the Aena Group 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.

V. DUE DILIGENCE MEASURES TO PREVENT CORRUPTION

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

Thus, the Aena Group 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 and the similar bodies in the subsidiaries of the Group may set criteria by which, according to criteria commonly accepted in the international community, certain transactions or investments are considered high-risk. These criteria will be set in accordance with the strategic plans and with the regulations that the Board of Directors of the subsidiaries of the Group 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 decision-making bodies of the companies in the Group 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.

The Aena Group 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 companies of the Aena Group are 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

The Aena Group 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.

The Aena Group 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.

Those who intervene directly or indirectly in the selection or contracting of clients, suppliers and collaborating companies, must avoid any kind of interference that could affect their impartiality or objectivity, and must act in such a way in these contracting

processes as to avoid any conflict between their personal interests and those of the Aena Group.

As far as possible, and when required by the characteristics of the contracts in question, for which the compliance body of the respective company of the Group 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 be signed, 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 in a favourable legal report. 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 the prior written consent of the respective subsidiary of the Aena Group.

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 the Aena Group.

Control measures in relations with operating partners

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

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

Any third party must be suitably appraised by Aena or by the corresponding subsidiary of the Aena Group 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 the Aena Group.

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 subsidiaries of the Aena Group must have anti-corruption protocols and controls.

An anti-corruption clause shall be included in the contracts or agreements to be signed, unless it is justified by the nature of the relationship or other circumstances that it is not considered necessary by the manager of the project to which the contract refers, in a favourable legal report. The model clause which is attached in Schedule 2 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 Policy, a corporate operation is any transaction that implies an increase in the perimeter of the business of the Aena Group, 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 be signed, unless it is justified by the nature of the relationship or other circumstances that it is not considered necessary by the manager of the project to which the contract refers, in a favourable legal report. The model clause which is attached in Schedule 2 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 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.

VI. MONITORING AND CONTROL

The Board of Directors, as the highest governing body of Aena, will supervise the correct application of the Policy through the Audit Committee.

This Policy is of a minimum nature, and should be understood as a guide of exemplary guidelines for the behaviour of the Individuals to which this Policy applies. Likewise, any other internal provisions of the Aena Group 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 Compliance Body of the corresponding Group company should be contacted.

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

VII. REPORTING NON-COMPLIANCES

All employees of the Aena Group must, in good faith, communicate and report any irregularity or violation of which they become aware, using the communication channels established by the Aena Group.

Likewise, customers, suppliers, contractors, and persons or companies outside the Aena Group may report any irregularity or violation of which they are aware within the scope of action of the Group.

VIII. COMMITMENT OF THE BOARD AND SENIOR MANAGEMENT

This Policy responds to the clear commitment of the governing bodies and Senior Management of the Aena Group to fully reject any type of corruption and to defend compliance with the law, within the framework of the principles contained in the Regulatory Compliance System.

IX. KNOWLEDGE OF AND COMPLIANCE WITH THE ANTI-BRIBERY POLICY

This Policy will be published on the Aena website and on the other corporate websites, and its compliance is obligatory for all Individuals to whom it applies.

The Aena Group will promote the knowledge and respect on the part of all the Individuals to whom the Anti-bribery Policy applies through an adequate dissemination of this policy and through specific training programmes.

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

X. VALIDITY

The Anti-bribery Policy was approved by the Board of Directors of Aena at its meeting on 30 October 2018 and updated at its meeting on 25 June 2024. It will remain in force as long as no amendments are made to it.

The amendments made to the Anti-bribery Policy will be approved by the Board of Directors, following a favourable report from the Audit Committee on the recommendation of the Compliance Monitoring and Control Body sent through the Aena Compliance Division.

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 the companies of its Group 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 any company of its Group, 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/employee 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/employee 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 of a small amount made to a low-level public official/employee 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
- **Business courtesies:** will mean the gifts or courtesies, invitations and travel expenses associated to invitations, in the broadest sense, which are given to, or received from a third party personally and without any consideration in return, by an employee, manager or director of the Aena Group, or of their closest relatives.
- **Close relatives:** For the purposes of this Policy, these include: a) spouse or spousal equivalent; b) ascendants, descendants and siblings and respective spouses or spousal equivalents; c) ascendants, descendants and siblings of the spouse or spousal equivalent; and d) dependents or the dependents of the spouse or spousal equivalent.

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.