



July 2023

AENA SME, S.A. CODE OF CONDUCT FOR THIRD PARTIES

CONTENTS

1. INTRODUCTION	3
2. SCOPE OF APPLICATION	3
3. OPERATING PRINCIPLES	3
3.1. Human rights and equitable working conditions	4
3.1.1. Prohibition of child labour	4
3.1.2. Prohibition of forced labour	4
3.1.3. Prohibition of discrimination	4
3.1.4. Respect for freedom of association and collective bargaining.....	4
3.1.5. Prohibition of abusive or inhumane treatment or of any form of modern slavery	5
3.1.6. Safety and hygiene in the workplace	5
3.1.7. Payment of salaries and equitable remuneration	5
3.1.8. Working hours	5
3.1.9. Employment regulations	5
3.2. Security and quality of service	5
3.3. Environmental commitment	5
3.4. Integrity, respect for legal requirements and ethical behaviour.....	6
3.5. Measures against corruption and trafficking in influence, and the defence of competition	6
3.6. Conflicts of interest	7
3.7. Confidentiality of information.....	7
3.8. Transparency and authenticity of information.....	7
3.9. Rights of local communities	7
4. APPLICATION OF THE CODE	7
4.1. Reference to national legislation and to conventions and agreements	8
4.2. Monitoring and supervision of compliance	8
5. WHISTLEBLOWERS' CHANNEL	8
6. VALIDITY	9
APPENDIX. INFORMED DECLARATION OF COMPLIANCE WITH THE CODE OF CONDUCT FOR THIRD PARTIES	10



1. INTRODUCTION

This Code of Conduct for Third Parties (hereinafter the “**Code**”) established by **Aena, Sociedad Mercantil Estatal, S.A.** (hereinafter “**Aena**” or the “**Company**”) is intended to define the minimum standards of ethical and responsible behaviour that shall be observed by the suppliers, customers and professional collaborators with whom Aena enters into a contractual relationship during the course of its activities (hereinafter, “**Third Parties**”), in accordance with the Company’s corporate culture, firmly based on respect for human rights and equitable working conditions, a commitment to caring for the environment of our planet and the communities that share it, and the principle of zero tolerance of any type of illegal behaviour.

To this end, Aena is committed to making the necessary means available to ensure that Third Parties are informed of, and understand, this Code and to create the appropriate conditions in which they can comply with it.

2. SCOPE OF APPLICATION

This Code is binding on, and is applied to, all Third Parties who enter into a contractual relationship with Aena and/or any subsidiary companies wholly or partly owned by Aena and domiciled in Spain (hereinafter, “Aena” or the “Aena Group”).

The Code of Conduct shall apply to Third Parties entering into a contractual relationship with companies that are not domiciled in Spain, provided that it is compatible with the local regulations that apply to them and they do not have their own Code of similar scope.

In the event that Third Parties sub-contract out a part of the activities that they perform for Aena, they shall ensure, in their turn, that the said sub-contractors comply with the provisions of this document.

All the above parties shall hereinafter be referred to as “Third Parties” or “Third Parties subject” to this Code of Conduct, and the said parties shall be required to be acquainted with, and to comply with, its contents.

3. OPERATING PRINCIPLES

The principles that shall govern the activities of Third Parties in their relationships with Aena are as follows:

- All their activities shall be performed while respecting the principles of responsible corporate ethics and transparent management.
- Any person who, directly or indirectly, enters into an economic, social or industrial relationship with the Company shall be treated fairly and respectfully.
- All the activities of Third Parties shall be performed in a manner that is respectful towards the environment.



Third Parties subject to this Code shall ensure that all their activities are aligned with the operational principles defined in this Code. The operational principles defined in this Code shall be likewise adhered to by any Third Parties with whom they may enter into a contractual relationship.

3.1. HUMAN RIGHTS AND EQUITABLE WORKING CONDITIONS

Third Parties, irrespective of the country in which they perform their activities, shall act in a diligent and responsible manner in order to prevent, detect or ameliorate any situations that may infringe human rights or equitable working conditions as recognised at a national or international level.

3.1.1. Prohibition of child labour

Third Parties shall prohibit the employment of child workers in their organisations, respecting the minimum employment age in accordance with the applicable legislation, and shall put in place mechanisms to ensure that this prohibition is complied with.

3.1.2. Prohibition of forced labour

Third Parties shall not allow any form of forced or constrained employment.

3.1.3. Prohibition of discrimination

Third Parties shall reject all discrimination based on any personal condition or circumstance in relation to employment or activity, treating their professional collaborators in a fair, dignified and respectful manner.

Working relationships between Third Parties and their professional collaborators shall be based on equality of opportunities, particularly in terms of gender, non-discrimination and respect for diversity and inclusion in all their potential variables.

3.1.4. Respect for freedom of association and collective bargaining

Third Parties shall guarantee that all their workers, without exception, enjoy the freedom to be a member of a trade union or of any association established with a view to collective bargaining. The exercise of this right shall not give rise to any reprisals, and the applicable regulations shall be observed at all times.¹

Employees' representatives shall be allowed to perform their duties freely in the workplace.

¹ The aspects related to freedom of association with a view to collective bargaining shall be established in accordance with Conventions No.87, 98 and 135 of the ILO



3.1.5. Prohibition of abusive or inhumane treatment or of any form of modern slavery

Third Parties shall treat their employees with dignity and respect. They shall not tolerate corporal punishment, sexual or racial aggression, verbal abuse, the abuse of authority, or any other form of aggression or intimidation, and they shall refuse any activity linked to human trafficking or any type of modern slavery.

3.1.6. Safety and hygiene in the workplace

Third Parties shall comply with all the regulations and standards incumbent upon businesses in relation to the prevention of hazards in the workplace.

In all cases, the recourse by assigned Third Parties to contractors, subcontractors, temporary work agencies, self-employed workers or any other form of contracted-out service provider, for the performance of any activity or service already contracted out by Aena, shall be subject to currently applicable legislation.

3.1.7. Payment of salaries and equitable remuneration

In relation to salaries, Third Parties subject to this Code shall commit themselves to paying their professional collaborators in accordance with the provisions of current legislation and any collective agreements that may be in force.

3.1.8. Working hours

Third Parties shall adjust their working hours to the provisions of the applicable legislation or to the agreement in force in the sector in which they operate.

3.1.9. Employment regulations

Third Parties shall commit themselves to complying with all the regulations applicable to workers in relation to working conditions, terms of employment, Social Security payments and the prevention of hazards in the workplace.

3.2. SECURITY AND QUALITY OF SERVICE

Third Parties shall commit themselves to providing a service that is secure, accessible and of high quality for everybody, to providing protection for the various categories of user, including persons with functional limitations, and to avoiding any form of discriminatory treatment.

3.3. ENVIRONMENTAL COMMITMENT

Third Parties shall maintain an unceasing commitment to the protection of the environment, monitoring and controlling any potential effects on the environment arising from their activity



and shall comply with the standards and requirements stipulated in applicable local, regional, national and international regulations.

They shall also commit themselves to complying with the environmental standards established by Aena and with its Quality and Environment Integrated Management System (IMS) including, if required, taking any measures required to reduce and compensate for the above-mentioned effects on the environment in order to apply the standards concerned. The said measures to reduce the effects on the environment include the mitigation of, and adaptation to, climate change; the minimisation of the consumption of resources in terms of energy consumption, air quality and water footprint; the reduction of noise pollution; waste management; the promotion of its activities in terms of the circular economy and the protection of biodiversity (including deforestation and land conservation).

3.4. INTEGRITY, RESPECT FOR LEGAL REQUIREMENTS AND ETHICAL BEHAVIOUR

Third parties shall at all times uphold standards of behaviour that are ethical, honest, fair and transparent in relation to their activities, and shall treat all individuals in a spirit of honesty and fairness.

To this end, they shall comply with the applicable regulations in each of the jurisdictions in which they operate, and also with the strictest standards of ethical and moral conduct and any international conventions and legislation applicable in this domain, and shall likewise establish any appropriate procedures required for this purpose.

3.5. MEASURES AGAINST CORRUPTION AND TRAFFICKING IN INFLUENCE, AND THE DEFENCE OF COMPETITION

Aena declares its clear and total rejection of any form of corruption, extortion, bribery, money laundering, price-fixing and/or any anti-competitive behaviour, illegal financing of political parties, trafficking of influence, etc., in the performance of its corporate activities, and fosters a preventive culture based on the principles of zero tolerance of business corruption in all its forms.

Third Parties shall uphold honest, fair and transparent standards of behaviour in their activities, and shall take measures to combat any form of corruption, bribery, money laundering or extortion that may arise.

Finally, within the framework of the promotion of free, unrestricted and honest competition, Third Parties shall avoid, among others, any type of behaviour involving collusion with competitors, abuse of market position, or any conduct intended to defraud or deceive competitors.

Third Parties shall not offer, grant, request or accept, either directly or indirectly, any gifts, presents, donations or any other unauthorised benefits, with the aim of receiving favourable



treatment for the assignment or maintenance of contracts or benefits for the company of for the individuals concerned.

3.6. CONFLICTS OF INTEREST

Faced with a situation of potential conflict of interest, Third Parties shall at all times act, during the performance of their duties, in a spirit of loyalty, honesty and independence, abstaining from giving priority to their personal interests and from intervening in or influencing the taking of decisions affected by such conflicts of interest.

3.7. CONFIDENTIALITY OF INFORMATION

Third Parties shall protect the integrity and confidentiality of any information they may receive as a consequence of the commercial relationship that they maintain with Aena.

3.8. TRANSPARENCY AND AUTHENTICITY OF INFORMATION

Third Parties shall act in a clear and transparent manner and shall transmit information that is truthful and complete, never providing, either intentionally or unintentionally, incorrect, inaccurate or imprecise information.

3.9. RIGHTS OF LOCAL COMMUNITIES

Third Parties shall ensure full respect of the rights of the local communities among which they perform their activities, respecting their legal status, diversity and customs, and minimising the negative effect of their activities on the environment.

4. APPLICATION OF THE CODE

Aena makes available this Code of Conduct to Third Parties through the Contractor Portal on its website.

Third Parties subject to this Code shall implement and apply programmes to put into practice the said Code and to raise awareness of it among their employees and any individuals who, in whichever manner, are involved in the Aena value chain.

This Code shall be expressly accepted by all Third Parties subject to it before they initiate their contractual relationship with Aena, through the signature of the Informed Declaration attached as an Appendix to this document.

Third Parties collaborating with Aena shall commit themselves to ensuring that their own Third Parties and sub-contractors comply with the principles set out in the Code.



4.1. REFERENCE TO NATIONAL LEGISLATION AND TO CONVENTIONS AND AGREEMENTS

The provisions of this Code only constitute minimum standards. The provisions of the Code are interpreted without prejudice to any additional conditions and requirements that may be defined in the applicable legislation, to the practices and standards of the various jurisdictions in which the companies of the Aena Group perform their activities and to the various contracts concerned, which shall in any case be applicable.

In the event that the relevant national legislation or any other applicable legislation, or any other commitments assumed or which may be applicable, including collective agreements, regulate the issues concerned, the regulations that are most favourable for the worker(s) concerned shall be applied.

4.2. MONITORING AND SUPERVISION OF COMPLIANCE

Third Parties subject to this Code shall cooperate with Aena and shall provide in due and timely form any documents confirming compliance with the commitments taken under this Code and which, if required, may be requested by Aena.

5. WHISTLEBLOWERS' CHANNEL

Aena's Internal Information System includes a Whistleblowers' Channel, accessible to Third Parties through its website page ([Whistleblowers' Channel](#)) for those wishing to report inappropriate conduct in accordance with the terms of the *Internal Information System Management Procedure and Protection of Whistleblowers*.

The messages transmitted through the Whistleblowers' Channel shall at all times respect criteria of truthfulness and proportionality. Third Parties subject to this Code may use the Whistleblowers' Channel to report infringements of this Code of Conduct for Third Parties, and also to transmit any other information they consider relevant to the requirements set out in the said Code.

In all cases, the Whistleblowers' Channel guarantees maximum confidentiality with regard to the whistleblower's identity and that of the person(s) affected, making it possible to present information or reports anonymously, without prejudice to the legal obligations and to the protection of the rights of any persons who may be wrongly accused.

At the same time, reprisals of any kind against individuals who transmit reports through the Aena Whistleblowers' Channel, including threats of reprisal or attempted reprisals, are expressly prohibited.

Reports transmitted through the Aena Whistleblowers' Channel will be dealt with in accordance with the provisions of the *Internal Information System Management Procedure and Protection of Whistleblowers*.



6. VALIDITY

This Code was approved by the Board of Directors of Aena at its meeting of 25 July 2023, and came into force on the same date. It will remain in force until such time as amendments are made to it.

The contents of this document will be updated and reviewed periodically, following the same procedure as that used for its preparation, in order to adapt it to changes in the Company in general.



APPENDIX. INFORMED DECLARATION OF COMPLIANCE WITH THE CODE OF CONDUCT FOR THIRD PARTIES

Aena, Sociedad Mercantil Estatal, S.A. (hereinafter “**Aena**”) and/or any subsidiary companies wholly or partly owned by Aena and domiciled in Spain are regulated by a Code of Conduct for Third Parties approved by the Board of Directors of Aena on 25 July 2023. The said Code sets out the operational principles that are to be applied by any suppliers, customers and professional collaborators who enter into a contractual relationship with Aena in order to ensure the upholding of fair, professional and responsible conduct on the part of the Company and the stakeholders with whom it has a contractual relationship.

By virtue of the above, the undersigned, Mr/Ms _____, bearing identity document no. _____, acting for and on behalf of _____, with its registered office at _____ and Tax Identification No. _____, hereby formally recognises that he/she has read and understood the Code of Conduct for Third Parties, and undertakes to comply with the operational principles defined therein, with no exception or reservation whatsoever.

Yours faithfully,

Signed in _____ on [date] _____

[Signature:]