

# **CODE OF CONDUCT FOR THIRD PARTIES OF AENA S.M.E., S.A.**

**Approved by the Board of Directors of Aena  
S.M.E., S.A. on 27 May 2025**

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## 1. PURPOSE

This Code of Conduct for Third Parties (hereinafter, the “**Code**”) defines the minimum standards of ethical and responsible behaviour that must be observed by suppliers, customers and professionals with whom the Aena Group contracts or signs a collaborative agreement or partnership or patronage agreement in the development of its activity (hereinafter, “**Third Parties**”) in accordance with its business culture, firmly based on respect for human and labour rights, commitment to care for the environment and the communities in which it operates and under the principle of zero tolerance of any type of illegal behaviour.

To this end, the Aena Group 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

This binding Code is applicable to all Third Parties contracted by Aena, S.M.E., S.A. (hereinafter, “**Aena**” or the “**Company**”) and the companies integrated in its group (hereinafter, “**Subsidiaries**”), under the terms established in Article 42 of the Code of Commerce (“**Aena Group**”). 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.

Notwithstanding the foregoing, Subsidiaries domiciled outside Spain may make the necessary adaptations to this Code in order to comply with the local law applicable to them.

However, when within the scope of local law applicable to Subsidiaries domiciled outside Spain there is a regulation in force, compliance with which requires the alteration or suppression of essential terms or principles of this Code, 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 for its final approval. Once the addendum has been definitively approved, it will be published on the website and will be communicated to the Aena Management whose area of responsibility is related to this Code.

In the remainder of the companies in which Aena has a direct or indirect stake without having effective control over them, Aena will promote, through its participation in their governing bodies, the adoption of codes of conduct for third parties.

### **3. PRINCIPLES**

The principles that shall govern the activities of Third Parties in their relationships with the Aena Group 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, as well as contribute to the creation of fair employment conditions for workers throughout the value chain.

##### **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, as a member of any demographic group and 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<sup>11</sup>.

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

#### **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 the Aena Group, 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, in order to ensure work-life balance for their employees. Likewise, Third Parties undertake to respect the rest periods of employees, in accordance with current labour regulations.

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<sup>1</sup> 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.

### **3.1.9. Employment regulations**

Third Parties shall commit themselves to complying with all the regulations applicable to employees 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 also agree to comply with the environmental standards established by the Aena Group, including, if required, the necessary reduction and compensation measures to apply said standards. The said measures to reduce the effects on the environment include reducing greenhouse gas emissions, adaptation to climate change; the minimisation of the consumption of natural and energy resources, air quality protection and minimisation of the 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**

The Aena Group 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 or 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 the Aena Group.

### **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**

The Aena Group makes this Code of Conduct available to third parties through the websites of its companies.

This Code must be expressly accepted by all Third Parties involved before the start of their contractual relationship, agreement, collaborative or patronage agreement with any company of the Aena Group by signing the informed declaration included in Annex A, except where they have Codes of Conduct with equivalent principles of action, in which case they may sign the informed declaration included in Annex B.

Third Parties will be responsible for ensuring their employees and subcontractors involved in the value chain of the Aena Group are aware of and apply the principles included in this 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 the Companies of the Aena Group 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 them.

#### **5. WHISTLEBLOWERS' CHANNEL**

The companies of the Aena Group have Reporting Channels accessible to Third Parties through their respective websites to report any regulatory violations of this Code.

The communications made through the Reporting Channels shall at all times respect criteria of truthfulness and proportionality.

In all cases, the Reporting Channels guarantee 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.

Reprisals of any kind against individuals who submit communications in good faith through the Reporting Channel, including threats of reprisal or attempted reprisals, are expressly prohibited, in accordance with Law 2/2023.

Communications made through the Aena Whistleblowers' Channel will be processed in accordance with the provisions of its Internal Reporting System and Whistleblower Protection Procedure and Policy.

## **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 was updated for the last time at its meeting of 27 May 2025, and will remain fully in force until such time as amendments are made to it.

The amendments made to the Code of Conduct for Third Parties will be approved by the Board of Directors of Aena, S.M.E., S.A., following a favourable report from the Audit Committee on the recommendation of the Compliance Monitoring and Control Body sent through the Compliance Department.

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

The Aena Group has a Code of Conduct for Third Parties which was approved by the Aena Board of Directors on 25 July 2023 and updated for the last time on 27 May 2025. The said Code sets out the operational principles that are to be applied by any suppliers, customers and professionals who enter into or sign a collaborative agreement or partnership or patronage agreement with the Group 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 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,

In [location], on [date] [month] [year] \_

Signature:

## **APPENDIX B. INFORMED DECLARATION OF COMPLIANCE WITH THE INDIVIDUAL CODE OF CONDUCT EQUIVALENT TO THE CODE OF CONDUCT FOR THIRD PARTIES**

The Aena Group has a Code of Conduct for Third Parties which was approved by its Board of Directors on 25 July 2023 and updated for the last time on 27 May 2025. The said Code sets out the operational principles that are to be applied by any suppliers, customers and professionals who enter into or sign a collaborative agreement or partnership or patronage agreement with the Group 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 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 his/her organisation has a Code of Conduct/Ethics, which is attached to this declaration, that is equivalent and is at a comparable level of requirement to the Code of Conduct for Third Parties, and undertakes to comply with said Code, with no exception or reservation whatsoever.

Yours faithfully,

In [location], on [date] [month] [year] \_

Signature: