



## **Anti-Corruption Policy**

## DOCUMENT PROPERTIES

<b>Document Title:</b>	Anti-Corruption Policy	<b>Pages:</b>	9
<b>Owner:</b>	Compliance Officer		
<b>Approved by:</b>	Governing Body	<b>Approval Date:</b>	April 2025

## REVISION HISTORY

VERSION	DATE	NOTES
1.0	April 2025	Initial version

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## 1. PURPOSE

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This **Anti-Corruption Policy** (hereinafter, the “Policy”) reflects the **commitment** undertaken by **ALFARIVER DEFENSE, S.L.** (hereinafter “**ALFARIVER DEFENSE**” or “the Organization”) to combat corruption in all its forms, in order to detect and prevent behaviors that may constitute corrupt practices, as well as to comply with applicable legislation. It also provides guidelines to direct the conduct of **ALFARIVER DEFENSE** employees towards legal, ethical, and transparent actions.

**ALFARIVER DEFENSE** is committed to developing and maintaining a **preventive culture** based on “**zero tolerance**” towards the commission of **criminal offenses**, as well as other **actions against applicable law** and the values and commitments voluntarily assumed by the Organization.

## 2. SCOPE

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This Policy applies to **all personnel** of **ALFARIVER DEFENSE**, regardless of their position or functions and the type of contract that binds them to the Organization, including interns, managers, and the Governing Body (all hereinafter referred to as “**collaborators**,” “employees,” or “members of the organization”).

This Policy must be respected by all of them in any territory or jurisdiction where they operate in the exercise of their professional activity, always in strict compliance with the applicable local legislation.

Likewise, it may be extended to **third parties** with whom **ALFARIVER DEFENSE** interacts. Specifically, third parties include suppliers, subcontractors, consultants or advisors, business partners, and collaborators in general (hereinafter, “business partners”). Our business partners are an extension of **ALFARIVER DEFENSE** and, therefore, must act within the framework of their business relationship according to the ethical and conduct principles established in this Policy, as well as any other applicable contractual provisions when acting on our behalf or in collaboration with us. Furthermore, to the extent possible and in a proportional and reasonable manner, we must encourage our business partners to develop and implement management systems that foster the consolidation of an ethical culture and compliance consistent with our standards.

## 3. CORRUPT PRACTICES

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**ALFARIVER DEFENSE** strictly prohibits any conduct or practice that could constitute an act of corruption and condemns all activities that involve a breach of the principles and guidelines set forth in this Policy or of the applicable anti-corruption laws in the territories where it operates.

**ALFARIVER DEFENSE** collaborators commit to performing their duties with **integrity**, rejecting any practice that may be illegal or ethically questionable, regardless of whether such conduct could result in an advantage for the Organization or for themselves.

Without prejudice to the specific definitions provided by each applicable legal system, corruption or bribery shall generally be understood as any conduct consisting of “**offering, promising, giving, or accepting an undue advantage, directly or indirectly, to or by a public official, private individual, or employee or representative of a private company, in order to obtain or retain business or any other advantage of a fraudulent or illicit nature.**”

## 4. CONDUCT GUIDELINES

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### 4.1. Offering and/or Accepting Gifts and Invitations

As a general rule, **ALFARIVER DEFENSE** prohibits soliciting, accepting, making, or offering gifts, hospitality, services, invitations, or any other type of benefit or favor to or from any person or entity with whom it has a relationship.

Employees must reject any gift or courtesy as soon as they become aware of its proposal. However, if it is not possible to reject it at the time, the item must be returned to the sender as soon as possible.

As an **exception** to this general prohibition, **ALFARIVER DEFENSE** allows **customary and generally accepted courtesies within the industry**, provided that their acceptance does not compromise the objectivity or independence of the recipient in the performance of their duties.

In this regard, the following may be accepted/offered:

- Promotional items intended to raise awareness of the brand or company, representing minimal value.
- Invitations to meals, dinners, or events of an institutional or professional nature, provided they occur occasionally.
- Small-value gifts or tokens, understood as those not exceeding €60. Any gift or courtesy exceeding this amount must be reported to **ALFARIVER DEFENSE's Compliance Officer** and shall always be subject to prior authorization and approval.

In any case, gifts or courtesies received or offered by an employee of the Organization must meet the following conditions:

- They must **not violate applicable laws and/or ALFARIVER DEFENSE's internal policies**.
- They must **not** consist of cash, gift cards, checks, or any similar donation **involving a transfer of money**.
- They must **not** be intended to **influence decision-making** or compromise the **objectivity** and **independence** that must govern the professional conduct of all **employees** and/or third parties.
- They must not be sent to private residences or to relatives or close acquaintances of the recipients.

All gifts offered or received by **ALFARIVER DEFENSE** employees **must be reported to the Compliance Officer** to maintain an up-to-date **record**. Likewise, any gifts or invitations that raise doubts about their appropriateness must be communicated to the **Compliance Officer**, who will provide a decision as promptly as possible.

### 4.2. Payments to Intermediaries or Agents

Given its international presence, **ALFARIVER DEFENSE** may engage intermediaries or agents responsible for identifying potential clients located in foreign countries.

Before initiating any contractual relationship between the intermediary or agent and **ALFARIVER DEFENSE**, **due diligence measures** must be applied to determine whether they demonstrate ethical behavior aligned with that of the Organization, or whether they have been investigated and/or convicted for engaging in corrupt practices.

The fees paid to intermediaries or agents for achieving agreed-upon objectives may consist of a pre-defined amount or a percentage of the total value of the transaction, always being reasonable and proportionate to its value. In any case, **ALFARIVER DEFENSE** strictly prohibits any form of payment, benefit, or advantage to intermediaries or agents intended for corruption or influence peddling.

#### 4.3. Travel and Representation Expenses

Travel and representation expenses are understood to be those incurred by collaborators in the performance of their duties and paid by **ALFARIVER DEFENSE** (expenses related to transportation, accommodation, vehicle rental, and meals).

Such expenses must be **justified** and **reasonable**, without being excessive or extravagant, and must not give rise to the presumption that they are a form of compensation for any service other than the one legitimately provided, or that they are intended to facilitate the achievement of any parallel business deal.

#### 4.4. Donations and Contributions

**ALFARIVER DEFENSE** may only make donations or contributions to **non-profit, non-governmental institutions**, provided that the following **requirements** are met:

- The donation or contribution has been **approved by the Governing Body**.
- The donation or contribution is made in accordance with the approved and designated **budget** for the current fiscal year.
- The purpose of the beneficiary institution does not contradict or violate **ALFARIVER DEFENSE's** corporate values or the provisions of its Code of Ethics and Conduct.

All donations, contributions, or sponsorships must be reported to the **Compliance Officer**, who will maintain a **record of donations** and contributions made by **ALFARIVER DEFENSE**, including:

- i. Identification of the beneficiary institution;
- ii. Description of the donation or contribution;
- iii. Value or, if unknown, an estimate of the amount contributed;
- iv. Purpose of the donation or contribution.

In any case, **ALFARIVER DEFENSE prohibits donations to political parties** and political entities, or to any foundation or entity affiliated with a political party.

Collaborators may participate in political entities in a personal capacity, provided it is clear that they are not doing so on behalf of **ALFARIVER DEFENSE**.

#### 4.5. Associations

**ALFARIVER DEFENSE** may join associations composed of entities from the Defense and Security sector with the aim of increasing the Organization's visibility within the industry.

In their interactions with other member entities, **ALFARIVER DEFENSE** collaborators must always uphold the principles of **fair competition** and must not request or offer unjustified benefits or advantages of any kind that could compromise or violate it.

#### 4.6. Relations with Public Authorities

**ALFARIVER DEFENSE** collaborators shall engage with authorities, public officials, and public institutions—whether national or foreign—in an **ethical, lawful, and respectful** manner. These principles must be especially observed in public tenders in which **ALFARIVER DEFENSE** participates.

The so-called "**facilitation payments**" —small sums of money given to public officials to expedite routine administrative procedures—are strictly **prohibited**.

This prohibition applies even in countries where such facilitation payments may be socially accepted or commonly practiced.

#### 4.7. Conflicts of Interest

For the purposes of this Policy, a conflict of interest is understood as any situation that affects the objectivity, neutrality, or independence of collaborators in the performance of their duties, whereby **personal interests** are placed ahead of those of **ALFARIVER DEFENSE**.

**Personal interests** include:

- The collaborator's own interests.
- The interests of a spouse or person in a similar relationship, and of family members up to the second degree by blood or affinity.
- The interests of individuals with whom the collaborator has a clear friendship or enmity.
- The interests of individuals with whom the collaborator has an ongoing legal dispute.
- Any other interest that may affect the collaborator's objectivity and independence in their professional activity or that may be detrimental to **ALFARIVER DEFENSE**'s interests.

By way of example—and without limitation—the following situations may give rise to a conflict of interest:

- The collaborator engages in activities that compete with **ALFARIVER DEFENSE**'s interests.
- The collaborator uses information obtained in **ALFARIVER DEFENSE** projects for personal benefit or for the benefit of a third party with whom they have a personal or professional relationship.
- The collaborator owns shares or stakes in, or has any other type of interest in, clients or suppliers with whom **ALFARIVER DEFENSE** maintains a business relationship.

**Participation** in situations that **create conflicts of interest is prohibited** at **ALFARIVER DEFENSE**, with their **prevention and proper management** being a key compliance objective.

Should a collaborator encounter a potential conflict of interest or have reasonable doubts about being in such a situation, they must immediately **notify the Compliance Officer in writing—before making any decision or executing any related action**. The communication should include details of the situation causing the potential conflict, the date from which it exists, and whether it affects them personally or through a family member or third party.

The **Compliance Officer** shall keep an **updated register** of all reported conflicts of interest.

In the case of a member of **ALFARIVER DEFENSE**'s Governing Body being affected by a conflict of interest, they must inform the other members and abstain from acting or participating in any decision-making process that could affect **ALFARIVER DEFENSE**'s interests.

Personnel in high-risk positions (e.g., executives) are required to sign an annual declaration of absence of conflicts of interest.

## 5. COMMITMENTS REQUIRED FROM THIRD PARTIES

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Third parties with whom **ALFARIVER DEFENSE** maintains a contractual relationship must take all necessary measures to combat corruption that may arise in the course of their operations and must adhere to **ethical standards similar** to those of the Organization.

Third parties that are unable to demonstrate compliance with such ethical standards must **adhere to the principles and values** of **ALFARIVER DEFENSE** in order to ensure transparency in their conduct.

Additionally, depending on the level of **risk** posed by the business relationship, **ALFARIVER DEFENSE** may require the implementation of **additional controls**.

## 6. DUTY TO REPORT

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All **employees** of **ALFARIVER DEFENSE** are **obligated to report** any **risks or breaches** of **internal regulations** or **applicable legislation** of which they become aware.

To this end, **ALFARIVER DEFENSE** provides an **Ethics Channel** as part of its **Internal Reporting System**, **accessible** through the following means:

- **ALFARIVER DEFENSE website**: located at the bottom of the homepage under the "Ethics Channel" section, or **via the URL**: [ALFARIVER DEFENSE Ethics Channel](#).
- **Postal address**: Polígono Industrial 1, Calle C, 24, 28938, Móstoles (Madrid). Written communication addressed to the System Manager, including any relevant supporting documentation.
- **In-person meeting** with the System Manager.

### Rights and guarantees:

- Possibility to submit reports **anonymously**.
- **Confidentiality** of all individuals involved and all actions carried out during the handling of the report.
- **Protection from retaliation** for those who report in good faith.
- Processing of **personal data** in accordance with **applicable regulations**.
- Right to the **presumption of innocence** and the right of **defense** for the person affected by the report.

## 7. DISSEMINATION OF THE POLICY

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This Policy shall be **communicated** and made **available** to all collaborators of **ALFARIVER DEFENSE**.

Any **questions** regarding its interpretation or application, or any matter related to the **Compliance Management System**, may be addressed to the **Compliance Officer** via corporate email or through the Ethics Channel.

## 8. BREACH

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In the event of a **breach** of this Policy, appropriate **disciplinary measures** may be adopted, always in accordance with applicable labor regulations and the relevant collective bargaining agreement.

No collaborator of **ALFARIVER DEFENSE**, regardless of their hierarchical level, may request another to perform an act contrary to applicable regulations (external or internal) or to what is established in this Policy.

## 9. MONITORING AND UPDATE

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**This Anti-Corruption Policy** shall be subject to **monitoring** and **updating** to ensure compliance with the applicable regulations in force at any given time.

Both periodic verifications and specific reviews will be carried out in the event of significant changes affecting the content of this Policy.

## 10. APPROVAL AND ENTRY INTO FORCE

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This Policy has been approved by the Board of Directors in April 2025 and shall enter into force upon its publication.

It shall remain in effect unless amended or repealed by a subsequent version.