



**SECURITIES CODE OF CONDUCT OF
INTERNATIONAL CONSOLIDATED AIRLINES GROUP
S.A.**

(last updated as of 26 March 2020)

**TABLE OF
CONTENTS**

	Page
1. INTRODUCTION AND PURPOSE	1
2. DEFINITIONS.....	2
3. SCOPE	7
4. SECURITIES DEALING CODE	8
5. CODE GOVERNING INSIDE INFORMATION	19
6. TREASURY STOCK TRANSACTIONS CODE	24
7. SANCTIONS	26
ANNEX 1	27
ANNEX 2	30
ANNEX 3	32

1. INTRODUCTION AND PURPOSE

- 1.1 This Securities Code of Conduct (the “**Code**”) of International Consolidated Airlines Group S.A. (“**IAG**” or the “**Company**”) sets out a code of conduct relating to various securities issues relevant to IAG (as a company whose shares are admitted to trading on the London Stock Exchange and the Spanish Stock Exchanges) and to the rest of its Group. The Code imposes restrictions on Dealing in the securities of IAG and sets out behavioural standards with which relevant Officers and Employees across the Group must all comply.
- 1.2 The Code regulates as far as IAG and the Group is concerned, all obligations established by MAR and applicable civil and criminal laws and regulations in the UK and Spain.
- 1.3 Failure by any person subject to this Code to observe and comply with the requirements of this Code may result in disciplinary action. Depending on the circumstances, it may also constitute a civil and/or criminal offence for the individual and/or the Company.

2. DEFINITIONS

2.1 In this Code, the following definitions apply, in addition to those contained within the Code:

“**Business Days**” means any day which is not a Saturday or Sunday and excluding public holidays in London for the purposes of the London Stock Exchange or public holidays in Spain for the purposes of the Spanish Stock Exchanges;

“**Closed Period**” means (i) the period from the year end of each financial year (31 December) until the publication of IAG’s annual financial report; and (ii) the 30 calendar days before the announcement of IAG’s interim financial reports;

“**CNMV**” means the Spanish *Comisión Nacional del Mercado de Valores*;

“**Dealing**” or “**Deal**” has the meaning given to it in Part 4;

“**Disclosure Committee**” means the disclosure committee of IAG, currently consisting of the IAG Chief Financial Officer, IAG General Counsel and IAG Group Head of Investor Relations or such other people as are members of such committee from time to time;

“**Disregarded Undertaking**” means a collective investment undertaking or portfolio of assets which satisfies the following two conditions:

- (i) it is either:
 - (a) a collective investment undertaking or portfolio of assets in respect of which the Relevant Person has ascertained that the exposure to IAG Securities does not exceed 20% of the assets held by that collective investment undertaking or portfolio of assets; or
 - (b) a collective investment undertaking or portfolio of assets whose exposure to IAG Securities cannot be ascertained by the Relevant Person; and
- (ii) the Relevant Person is unable to determine or influence the investment strategy or transactions of that collective investment undertaking or portfolio of assets.

“**Employee**” means an individual who is employed or appointed by a member of the Group in connection with the Group’s business (whether under a contract of services or for service or otherwise) or whose services, under an arrangement between a member of the Group and a third party, are placed at the disposal and under the control of that member of the Group;

“Employee Scheme” means a scheme for encouraging or facilitating the holding of IAG Securities by or for the benefit of:

- (i) one or more of the bona fide employees or former employees of IAG (or any employee in the Group); and/or
- (ii) one or more of the spouses, civil partners, surviving spouses, surviving civil partners or dependent children or step-children of such employees or former employees;

“FCA” means the UK Financial Conduct Authority;

“Financial Instrument” means any:

- (i) transferable securities, where **“securities”** means:
 - (a) shares and other securities equivalent to shares;
 - (b) bonds and other forms of securitised debt; or
 - (c) securitised debt convertible or exchangeable into shares or into other securities equivalent to shares;
- (ii) money-market instruments;
- (iii) units in collective investment undertakings;
- (iv) options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, emission allowances or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash;
- (v) options, futures, swaps, forwards and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event;
- (vi) options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market, a multilateral trading facility (MTF), or an organised trading facility (OTF), except for wholesale energy products traded on an OTF that must be physically settled;
- (vii) options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point (vi) above and not being for commercial purposes, which have the characteristics of other derivative financial instruments;

- (viii) derivative instruments for the transfer of credit risk;
- (ix) financial contracts for differences;
- (x) options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event, as well as any other derivative contracts relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Section, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market, OTF, or an MTF;

“**Group**” means IAG and its subsidiaries and subsidiary undertakings from time to time;

“**IAG**” means International Consolidated Airlines Group, S.A.;

“**IAG Director**” means a member of the IAG board of directors;

“**IAG Securities**” means any securities issued by IAG or any member of the Group that are admitted to trading on a regulated market or a multilateral trading facility or traded on an organised trading facility (or a request for admission to trading on such facilities has been made), or any Financial Instruments that are convertible into such securities, that either grant the right to acquire any such securities, or are referenced to such securities, whether or not the Financial Instruments are themselves listed or traded;

“**Inside Information**” means information of a precise nature, which has not been made public, relating, directly or indirectly, to IAG, the Group and/or to one or more IAG Securities, and which, if it were made public, would be likely to have a significant effect on the prices of those IAG Securities. Further guidance on the classification of Inside Information is included in Annex 1;

“**London Stock Exchange**” means London Stock Exchange Group plc;

“**MAR**” means Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation), as amended from time to time;

“**Officer**” means any IAG Director, the Board Secretary and any director or other officer of any member of the Group;

“**Outside Advisors**” means any persons or entities (not being Officers or Employees of the Group) that shall from time to time provide services of a financial, legal or consultative nature to any member of the Group and that have

access to Inside Information as a result of such a relationship;

“Persons Closely Associated” or **“PCA”** means, in connection with any PDMR:

- (i) any spouse, or a partner considered to be equivalent to a spouse in accordance with national law;
- (ii) any dependent child, in accordance with national law;
- (iii) any relative who has shared the same household for at least one year on the date of the transaction concerned; or
- (iv) any legal person, trust or partnership, the managerial responsibilities of which are discharged by a PDMR or by a person referred to in point (i), (ii) or (iii), which is directly or indirectly controlled by such a person, which is set up for the benefit of such a person, or the economic interests of which are substantially equivalent to those of such a person;

“Prohibited Period” means:

- (i) any Closed Period; or
- (ii) any period established by the Company because Inside Information in relation to IAG exists;

“PDMR” means a person discharging managerial responsibilities within IAG; that is:

- (i) an IAG Director; or
- (ii) a member of the Management Committee of IAG; or
- (iii) a person designated as such by the Disclosure Committee;

“Project Insider” means an Officer or Employee of the Group whose name is required to be placed on an ad hoc project list by the Disclosure Committee, being persons who are deemed to be in possession of Inside Information;

“Relevant Person” means a person who is:

- (i) a PDMR; or
- (ii) an Officer or Employee of the Group whose name is required to be placed on an insider list by the Disclosure Committee, being persons who have access at all times to Inside Information (‘permanent insiders’).

“**Restricted Person**” means a person who is an Officer or Employee of the Group whose name is required to be placed on a restricted group list by the Disclosure Committee, being persons who are deemed to be in possession of certain sensitive financial or other confidential information which may in due course become Inside Information, including but not limited to persons working on sensitive matters or involved in the preparation of the Company’s financial reports.

“**RIS**” means a regulatory information service as defined by the Listing Rules;

“**securities**” has the meaning given to it in the definition of Financial Instrument;

“**Spanish Stock Exchanges**” mean the stock exchanges of Madrid, Barcelona, Bilbao and Valencia; and

“**Trading Plan**” means a written plan between a Relevant Person or Restricted Person and an independent third party which sets out a strategy for the acquisition and/or disposal of IAG Securities by a specified person.

3. SCOPE

- 3.1 The provisions of Part 4 of this Code apply to all Relevant Persons, Project Insiders and Restricted Persons.
- 3.2 The provisions of Part 5 of this Code apply to all Officers and Employees who may come into contact with Inside Information (including all Relevant Persons, Project Insiders and Restricted Persons).
- 3.3 The provisions of Part 6 of this Code apply only to those Officers and Employees who have involvement in treasury share transactions (as defined in that Part).
- 3.4 The IAG Shareholder Services Manager, on behalf of the IAG Chief Financial Officer, will maintain up-to-date lists of Relevant Persons, Project Insiders and Restricted Persons at all times. Officers and Employees who are Relevant Persons or Project Insiders will be informed of that fact in an appropriate manner and will be required to acknowledge the legal and regulatory duties entailed and their awareness of the sanctions applicable to insider dealing and unlawful disclosure of Inside Information.
- 3.5 Any Officer or Employee or other person not formally classified as a Relevant Person or Project Insider but who is a Restricted Person will also be informed of that fact in an appropriate manner as well as the restrictions on Dealing in the securities of IAG to which they are subject pursuant to this Code.

4. SECURITIES DEALING CODE

4.1 This Code imposes restrictions on Dealing in IAG Securities which go beyond those imposed by law. It is intended to ensure that Relevant Persons, Project Insiders and Restricted Persons do not abuse, and do not put themselves under suspicion of abusing, Inside Information that they may be thought to have, especially in periods leading up to an announcement of IAG's results.

Definition of Dealing

4.2 “**Dealing**” means, in respect of any person, the conducting of any transaction on his or her own account or for the account of a third party, directly or indirectly, relating to IAG Securities. The following is a non-exhaustive list of transactions which constitute “**Dealing**” for the purposes of this Code:

- (i) acquisition, disposal, short sale, subscription or exchange;
- (ii) acceptance or exercise of a share option, including of a share option granted to managers or employees as part of their remuneration package, and the disposal of shares stemming from the exercise of a share option;
- (iii) entering into or exercise of equity swaps;
- (iv) transactions in or related to derivatives, including cash-settled transactions;
- (v) entering into a contract for difference on an IAG Security;
- (vi) acquisition, disposal or exercise of rights, including put and call options, and warrants;
- (vii) subscription to a capital increase or debt instrument issuance;
- (viii) transactions in derivatives and Financial Instruments linked to a debt instrument of IAG or any member of the Group, including credit default swaps;
- (ix) conditional transactions upon the occurrence of the conditions and actual execution of the transactions;
- (x) automatic or non-automatic conversion of a Financial Instrument into another Financial Instrument, including the exchange of convertible bonds to shares;
- (xi) gifts and donations made or received, and inheritance received;
- (xii) transactions executed in index-related products, baskets and derivatives;

- (xiii) transactions executed in shares or units of investment funds, including alternative investment funds (AIFs) (see Note 1 below);
- (xiv) transactions executed by manager of an AIF in which a Relevant Person (or, where the Relevant Person is a PDMR, a Person Closely Associated) or a Restricted Person has invested (see Note 1 below);
- (xv) transactions executed by a third party under an individual portfolio or asset management mandate on behalf or for the benefit of a Relevant Person (or, where the Relevant Person is a PDMR, a Person Closely Associated) or a Restricted Person (see Note 1 below);
- (xvi) borrowing or lending of shares or debt instruments of IAG or the Group or derivatives or other Financial Instruments linked thereto;
- (xvii) pledging IAG Securities (although a pledge, or a similar security interest, of IAG Securities in connection with the depositing of IAG Securities in a custody account is not “Dealing”, unless and until such pledge or other security interest is designated to secure a specific credit facility);
- (xviii) transactions undertaken by persons professionally arranging or executing transactions or by another person on behalf of a Relevant Person or a Restricted Person even where discretion is exercised; and
- (xix) transactions made under a life insurance policy where:
 - (a) the policyholder is a Relevant Person (or, where the Relevant Person is a PDMR, a Person Closely Associated) or a Restricted Person;
 - (b) the investment risk is borne by the policyholder; and
 - (c) the policyholder has the power or discretion to make investment decisions regarding specific instruments in that life insurance policy or to execute transactions regarding specific instruments for that life insurance policy,

and the verb “**Deal**” shall be construed accordingly.

Note 1: In respect of paragraphs (xiii), (xiv) and (xv), the following are not “notifiable transactions” under paragraphs 4.32 to 4.34: (a) buying and selling units or shares in, or financial instruments which provide an exposure to, a Disregarded Undertaking; and (b) transactions in IAG Securities by a Disregarded Undertaking.

4.3 Dealing therefore has a very wide meaning and Relevant Persons, Project Insiders and Restricted Persons should be careful not to be caught out (Relevant

Persons, Project Insiders and Restricted Persons should also note the wide definition of “IAG Securities”, which includes, for example, options and derivatives).

General Restrictions

- 4.4 Any person possessing Inside Information must:
- (i) refrain from Dealing in any IAG Securities whatsoever, provided that this shall not apply to Dealings carried out in the performance of an agreement made before the Relevant Person or Project Insider was in possession of the relevant Inside Information;
 - (ii) refrain from cancelling or amending an order concerning IAG Securities where the order was placed before the person concerned possessed the Inside Information;
 - (iii) not disclose to any third parties any such Inside Information, except in accordance with Part 5 of this Code; and
 - (iv) not recommend or induce any third parties, on the basis of such Inside Information, to (i) Deal, for its own account or for the account of a third party, directly or indirectly in IAG Securities, or cause anybody else to Deal, for its own account or for the account of a third party, directly or indirectly in IAG Securities, or (ii) cancel or amend an order concerning any IAG Securities.

Prohibition of intra-day transactions

- 4.5 In addition, IAG Securities may not be sold on the same day as they are purchased or acquired. However, the transfer and/or disposal of any IAG Securities acquired as part of IAG’s share plans shall not be caught by such prohibition, unless otherwise specifically provided in the appropriate share option plan.

Clearance to Deal

- 4.6 A Relevant Person must also not Deal in any IAG Securities without obtaining clearance to Deal in advance in accordance with paragraph 4.7 of this Code.
- 4.7 The following provisions apply:
- (i) An IAG Director (other than the Chairman) or Board Secretary must not Deal in any IAG Securities without first notifying the Chairman or, if not present, the Senior Independent Director and receiving clearance to Deal. The clearance must be approved by the Chairman or the Senior

Independent Director, as applicable, and confirmed in writing by the Chief Financial Officer or the Board Secretary;

- (ii) the Chairman must not Deal in any IAG Securities without first notifying the Senior Independent Director or, if not present, the Chief Executive and receiving clearance to Deal. The clearance must be approved by the Senior Independent Director or the Chief Executive, as applicable, and confirmed in writing by the Chief Financial Officer or the Board Secretary;
- (iii) all other Relevant Persons must not Deal in any IAG Securities without first notifying the Chief Financial Officer or the Board Secretary and receiving clearance to Deal (provided that where the Chief Financial Officer is a Relevant Person, but not an IAG Director, the Chief Financial Officer shall be treated for these purposes as if he were an IAG Director). The clearance must be approved and confirmed in writing by the Chief Financial Officer or the Board Secretary.

For the avoidance of doubt, where any person is required to seek clearance to Deal in IAG Securities under paragraph 4.7, the clearance and confirmation may not be given by that person.

Summary of permissions for Dealings in IAG Securities

Dealing by	Clearance must be sought from	Clearance given in writing by
Chairman	Senior Independent Director (or, if not present, the Chief Executive)	Chief Financial Officer or Board Secretary
IAG Director (other than the Chairman)	Chairman (or, if not present, the Senior Independent Director)	Chief Financial Officer or Board Secretary
Board Secretary	Chairman (or, if not present, the Senior Independent Director)	Chief Financial Officer
Relevant Person (not covered by the above)	Chief Financial Officer or Board Secretary	Chief Financial Officer or Board Secretary

4.8 A response to a request for clearance to Deal must be given to the Relevant

Person concerned within five Business Days of the request being made and must be confirmed by email. If a response is not given within that time limit, then clearance to Deal shall be deemed not to have been given.

- 4.9 IAG Shareholder Services Manager on behalf of the Chief Financial Officer of IAG will maintain a record of the response to any dealing request and of any clearance given.
- 4.10 A Relevant Person who is given clearance to Deal in accordance with paragraph 4.7 must deal as soon as possible and in any event within two Business Days of clearance being received. Where such person is a PDMR or a PCA, they must also comply with paragraphs 4.32 to 4.33.

Limitations on Dealing

- 4.11 Subject to paragraphs 4.15 to 4.31 (inclusive), a Relevant Person must not Deal in any IAG Securities:
- (i) during a Prohibited Period; or
 - (ii) on considerations of a short term nature.
- 4.12 An investment with a maturity of one year or less will always be considered to be of a short term nature. In the case of shares acquired by exercise of options under one of the Group's share schemes, the date of the option (at which the price was determined) may be regarded as the date of acquisition.
- 4.13 The dates of the "windows" during which Relevant Persons may apply for consent to Deal (subject to there being no Inside Information and obtaining clearance under paragraph 4.7) can be found on the relevant Group member's intranet within the financial calendar.
- 4.14 Subject to paragraphs 4.15 to 4.31 (inclusive), a Restricted Person must not Deal in any IAG Securities during a Closed Period.

Permitted Dealings including during a Prohibited Period

Dealing in exceptional circumstances

- 4.15 A Relevant Person or Restricted Person who is not actually in possession of Inside Information may be given clearance to Deal (to sell, but not to purchase) during a Prohibited Period in the case of a Relevant Person, and during a Closed Period in the case of a Restricted Person, in circumstances that are considered exceptional.
- 4.16 Exceptional circumstances will include circumstances that are extremely urgent, unforeseen and compelling and where the cause is external to the Relevant

Person or Restricted Person and the Relevant Person or Restricted Person has no control over such circumstances. IAG shall consider whether the Relevant Person or Restricted Person is facing a legally enforceable financial commitment or claim or has to fulfil a situation entered into before the beginning of the Prohibited Period and requiring the payment of a sum to a third party, including tax liability, and cannot reasonably satisfy a financial commitment or claim by means other than immediate sale of IAG Securities. The determination of whether there are exceptional circumstances can only be made by the Chairman or, if the Chairman is not present or if the Relevant Person or Restricted Person is the Chairman, by the Senior Independent Director.

- 4.17 If a Relevant Person or Restricted Person believes that he or she may be entitled to sell shares in accordance with paragraphs 4.15 and 4.16, then his or her request for clearance to Deal must be accompanied by a written description of the proposed sale and a written explanation of why the sale is the only reasonable means of obtaining the necessary funds.
- 4.18 If clearance to sell is given to a Relevant Person or Restricted Person in accordance with paragraph 4.16, the Relevant Person or Restricted Person must sell the relevant shares immediately.

Non-discretionary awards and grants

- 4.19 The award, grant or vesting of IAG Securities to a Relevant Person or Restricted Person pursuant to an Employee Scheme is permitted in a Prohibited Period in the case of a Relevant Person, or in a Closed Period in the case of a Restricted Person, if:
- (i) the Employee Scheme and its terms have been previously approved by the Company's shareholders where required and otherwise approved by the Company's board of directors;
 - (ii) the terms of the Employee Scheme specify the timing of the award or the grant and the amount of IAG Securities awarded or granted, or the basis on which such an amount is calculated and no discretion can be exercised; and
 - (iii) the Relevant Person or Restricted Person does not have any discretion as to the acceptance of the IAG Securities awarded or granted.

Pre-planned awards and grants

- 4.20 The award, grant or vesting of IAG Securities to a Relevant Person or Restricted Person pursuant to an Employee Scheme is permitted in a Prohibited Period in the case of a Relevant Person, or in a Closed Period in the case of a Restricted Person, if:

- (i) a pre-planned and organised approach is followed regarding the conditions, the periodicity, the time of the award, the group of entitled persons to whom the IAG Securities are granted and the amount of IAG Securities to be awarded; and
- (ii) the award or grant of IAG Securities takes place under a defined framework under which any Inside Information cannot influence the award or grant of such IAG Securities.

Employee saving schemes

4.21 The acquisition of IAG Securities by a Relevant Person or Restricted Person under an employee saving scheme may be permitted during a Prohibited Period in the case of a Relevant Person, or during a Closed Period in the case of a Restricted Person, if:

- (i) the Relevant Person or Restricted Person has entered into the saving scheme before the start of the Prohibited Period in the case of a Relevant Person, or the Closed Period in the case of a Restricted Person, except when he or she cannot enter into the scheme at another time due to the commencement date of his or her employment;
- (ii) the Relevant Person or Restricted Person does not alter the terms of his or her participation in the saving scheme or cancel such participation during the Prohibited Period in the case of a Relevant Person, or the Closed Period in the case of a Restricted Person; and
- (iii) the arrangements for the purchase of IAG Securities are either (i) clearly set under the scheme terms and the Relevant Person or Restricted Person cannot alter them during the Prohibited Period in the case of a Relevant Person, or the Closed Period in the case of a Restricted Person, or (ii) are planned under the saving scheme to occur at a fixed date which falls in the Prohibited Period.

Entitlements in respect of rights issues and other offers

4.22 The following Dealings may be permitted during a Closed Period:

- (i) an undertaking or election to take up entitlements under a rights issue or other offer (including an offer for IAG Securities in lieu of a cash dividend);
- (ii) the take up of entitlements under a rights issue or other offer (including an offer of IAG Securities in lieu of a cash dividend);
- (iii) allowing entitlements to lapse under a rights issue or other offer (including an offer of IAG Securities in lieu of a cash dividend); and

- (iv) the sale of sufficient entitlements nil-paid to take up the balance of the entitlements under a rights issue,

provided that the Relevant Person or Restricted Person explains the reasons why such Dealing cannot take place at another time and IAG is satisfied with that explanation.

- 4.23 At any time other than during a Closed Period, the transactions contemplated by paragraphs 4.22(i) to 4.22(iv) (inclusive) will be permitted.

Saving Schemes

- 4.24 A Relevant Person or Restricted Person may (subject to paragraph 4.15 above) enter into a scheme under which IAG Securities are purchased pursuant to a regular standing order or direct debit or by regular deduction from the person's salary, or where such IAG Securities are acquired by way of a standing election to reinvest dividend or other distributions received, or are acquired as part payment of the person's remuneration, without regard to the provisions of this Code if the following provisions are complied with:

- (i) the Relevant Person or Restricted Person has entered into the scheme before the start of the Prohibited Period in the case of a Relevant Person, or the Closed Period in the case of a Restricted Person, except when it cannot enter into the scheme at another time due to the date of commencement of employment;
- (ii) the Relevant Person or Restricted Person does not alter the conditions of his or her participation into the scheme or cancel his or her participation into the scheme during the Prohibited Period in the case of a Relevant Person, or the Closed Period in the case of a Restricted Person; and
- (iii) the purchase operations are clearly organised under the scheme terms and the Relevant Person or Restricted Person has no right or legal possibility to alter them during the Prohibited Period in the case of a Relevant Person, or the Closed Period in the case of a Restricted Person, or are planned under the scheme to intervene at a fixed date which falls in the Prohibited Period.

- 4.25 Such schemes may include a scrip dividend or dividend reinvestment plan, or a UK Individual Savings Account (commonly referred to as an ISA).

Transfers between accounts

- 4.26 A Relevant Person or Restricted Person is permitted to transfer or receive, directly or indirectly, IAG Securities during a Closed Period, provided that the IAG Securities are transferred between two accounts of the Relevant Person or Restricted Person, as applicable, the Relevant Person or Restricted Person, as

applicable, explains why the transfer cannot take place at another time, IAG is satisfied with that explanation and such a transfer does not result in a change in price of IAG Securities.

- 4.27 Paragraph 4.26 does not permit the transfer of IAG Securities between a Relevant Person or Restricted Person, as applicable, and another person (including, where the Relevant Person is a PDMR, any PCA of that PDMR).
- 4.28 At any time other than during a Closed Period, the transactions contemplated by paragraph 4.26 will be permitted.

Dealing under a Trading Plan

- 4.29 A Relevant Person or Restricted Person may Deal in IAG Securities during a Prohibited Period in the case of a Relevant Person, or a Closed Period in the case of a Restricted Person, pursuant to a Trading Plan without seeking clearance under paragraphs 4.6 to 4.10 if:
- (i) the Trading Plan was entered into before the start of the Prohibited Period in the case of a Relevant Person, or the Closed Period in the case of a Restricted Person;
 - (ii) clearance under paragraphs 4.6 to 4.10 has been given to the Relevant Person or Restricted Person entering into the Trading Plan and to any amendment to the Trading Plan before the start of the Prohibited Period in the case of a Relevant Person, or the Closed Period in the case of a Restricted Person; and
 - (iii) the Trading Plan does not permit the Relevant Person or Restricted Person to exercise any discretion over how, when or whether to effect Dealings.
- 4.30 A Relevant Person or Restricted Person may not enter into, amend or cancel a Trading Plan unless clearance under paragraphs 4.6 to 4.10 has been given to do so. Such clearance may not be given during a Prohibited Period in the case of a Relevant Person, or a Closed Period in the case of a Restricted Person.
- 4.31 Where a transaction in IAG Securities occurs in accordance with a Trading Plan, the Relevant Person's notification to IAG under paragraph 4.32 shall include:
- (i) the fact that the transaction occurred in accordance with a Trading Plan; and
 - (ii) the date on which the relevant Trading Plan was entered into.

Dealing notifications by PDMRs and PCAs

- 4.32 If clearance is granted in accordance with the procedure under paragraphs 4.6 and 4.7, and the Dealing in IAG Securities is executed, the PDMRs must notify IAG in writing within **one Business Day** of the transaction date. Additionally, a PDMR is obliged to notify IAG in writing of every Dealing in IAG Securities conducted for the account of their PCAs.
- 4.33 The notification to IAG to be made under paragraph 4.32 must be in the form of Annex 2 and must be sent to IAG Shareholder Services Manager via email within **one Business Day** of the transaction date..
- 4.34 IAG will notify the CNMV and the FCA on behalf of the relevant PDMR or PCA and make public the details of any such Dealing within three Business Days of the transaction date.

Obligations of PDMRs

- 4.35 A PDMR must seek to prohibit any Dealings in IAG Securities during a Closed Period:
- (i) by or on behalf of his or her PCAs; or
 - (ii) by an investment manager on behalf of that PDMR or his or her PCAs, whether or not they have discretionary authority.
- 4.36 A PDMR must take reasonable steps to prevent any Dealings in IAG Securities by or on behalf of his or her PCAs on considerations of a short term nature.
- 4.37 In order to allow IAG to maintain an accurate list of each PDMR's respective PCAs, each PDMR must provide IAG with details of all of his or her PCAs and ensure such details are kept up to date.
- 4.38 A PDMR must advise each of his or her PCAs in writing:
- (i) of the Closed Periods during which they should not Deal in IAG Securities;
 - (ii) of their obligations to notify IAG of every Dealing conducted for the account of the PCA within **one Business Day** of the transaction date; and
 - (iii) that IAG will notify the CNMV and the FCA of such Dealing on behalf of such PCA and make public the details of such Dealing within three Business Days of the transaction date.

Annex 3 contains a pro-forma letter that PDMRs must send to their PCAs. A PDMR must keep a copy of all notifications sent to his or her PCAs for the

purposes of this paragraph 4.38.

- 4.39 A PDMR must advise each of his or her investment managers in writing of:
- (i) the Closed Periods during which they should not Deal in IAG Securities on behalf of the PDMR; and
 - (ii) the Relevant Person's obligations to notify IAG of every Dealing conducted for the account of the PDMR.

Guidance

- 4.40 Any Relevant Person, Project Insider or Restricted Person who is uncertain as to whether he or she may Deal in IAG Securities should consult the Board Secretary or a member of the Disclosure Committee, or seek professional advice. Observance of the procedures set out above will not necessarily provide a defence in respect of a breach of the general law against insider trading. Relevant Persons and Project Insiders who leave the employment of IAG are reminded that the general law also prohibits the improper use of Inside Information (which includes Dealing whilst in possession of Inside Information).

5. CODE GOVERNING INSIDE INFORMATION

Introduction

- 5.1 IAG is an issuer of securities listed in both London and Spain and therefore the way in which Inside Information is handled is subject to restrictions. This section of the Code sets out the general rules that must be followed by Employees, including all Relevant Persons, Project Insiders and Restricted Persons, if they have access to or receive Inside Information.
- 5.2 Compliance with this Code should ensure that IAG and its Employees satisfy their respective statutory and regulatory obligations. It will also ensure that IAG minimises the potential commercial and reputational risk associated with the improper use and/or disclosure of Inside Information.
- 5.3 A failure to comply with this Code may lead, among other things, to IAG and/or its Officers or Employees being subject to disciplinary proceedings, criminal proceedings, fines or subject to claims for civil damages.
- 5.4 The Chief Financial Officer is responsible for ensuring compliance with this Code.

Identification of Inside Information

- 5.5 The Disclosure Committee is responsible for determining whether information is Inside Information and will keep matters which could become Inside Information under constant review.
- 5.6 The Chief Financial Officer has responsibility for liaising with the CNMV and the FCA on the Company's behalf in relation to Inside Information, and he or she will be responsible for responding quickly and effectively to any request for information or consultation made by the CNMV or the FCA relating to the disclosure of Inside Information.
- 5.7 The Chief Financial Officer is also responsible for monitoring changes in the markets for IAG Securities, and any news reported by financial professionals and the media that might affect them. The Chief Financial Officer will deal with any circumstances that suggest that a change in the market price of IAG Securities is being caused by the premature, partial or distorted disclosure of Inside Information in accordance with relevant law and regulation in the UK and Spain.
- 5.8 In particular, in relation to any transactions to be carried out by the Group:
- (i) any project that is thought to be, or could become, the subject of Inside Information must be reviewed by the Disclosure Committee. If it is established that the project is, or could become, the subject of Inside

Information then a project list, which will include certain details in respect of all persons that have access to this information, must be established and maintained under a project name for this purpose;

- (ii) the delegated project leader, designated as such by the Disclosure Committee, must then make sure that an up-to-date list of people with Inside Information relating to the transaction, together with an explanation as to why the relevant people are on that list, is provided to the IAG Shareholder Services Manager;
- (iii) in respect of all Relevant Persons and Project Insiders to be added to the insider list, the following details will need to be provided by the Relevant Person or Project Insider and recorded on the list: the person's first name, surname, birth surname (if different from surname); employer company name and address (office location); work direct line and work mobile telephone numbers; date of birth; national identification number (where applicable); personal home and personal mobile telephone numbers; personal full address: street name, street number, city, post/zip code, country; the time and date at which they first gained access to the Inside Information;
- (iv) persons included on the inside list will be required to acknowledge by email the legal and regulatory duties entailed and that they are aware of the sanctions applicable to inside dealing and unlawful disclosure of Inside Information.

The management of Inside Information by Officers and Employees

- 5.9 All Officers and Employees must observe the strictest secrecy in respect of IAG's business matters and information generally, but this is particularly the case with Inside Information.
- 5.10 Officers and Employees are personally responsible for the safe and secure handling of any Inside Information they hold and, as well as the general obligation to safeguard such information and keep it confidential, should consider the following specific safeguards:
- (i) Inside Information should not be disclosed to anyone within or outside the Group other than with the specific consent of the IAG Chief Executive or a member of the Disclosure Committee and under conditions of strict confidentiality. Such consent will only be given on a "need to know" basis;
 - (ii) documents containing Inside Information should be securely stored and should not be left unattended. Care must be taken when printing sensitive documents in an open plan area;

- (iii) Officers and Employees should only work on or discuss Inside Information (including holding telephone calls) in suitably private conditions; and
 - (iv) Officers and Employees should password protect and consider using e-mail encryption where appropriate.
- 5.11 Officers and Employees who come into possession of Inside Information should also observe the restrictions on Dealing (and recommending/inducing Dealing) in paragraph 4.4 of this Code.
- 5.12 If Officers or Employees have any concerns about the management and/or security of Inside Information, they should contact a member of the Disclosure Committee as soon as possible.
- 5.13 All Officers and Employees (and particularly all Relevant Persons, Project Insiders and Restricted Person) must stay alert to the possibility that they are in possession of Inside Information which must remain confidential until released in the proper manner.
- 5.14 Each Officer and Employee who becomes aware of, or possesses, Inside Information or suspects that another person possesses Inside Information who is not on the insider list in respect of such Inside Information is required to notify a member of the Disclosure Committee of such information as soon as possible. If you are in any doubt about whether information in your knowledge or possession is Inside Information you should contact a member of the Disclosure Committee.

Obligations on IAG in relation to Inside Information

- 5.15 It is a fundamental requirement that IAG should disclose any piece of Inside Information to the public in accordance with the requirements of MAR. The underlying reason for this is to ensure a level playing field for all investors and, consequently, a fair and transparent market in IAG Securities. The basic rule is that Inside Information should be disclosed to the public in a manner which enables fast access and complete, correct and timely assessment of the information by the public.
- 5.16 To avoid a false market in IAG Securities, Inside Information must therefore only be released by means of a simultaneous announcement to the CNMV in Spain, by means of a “Disclosure of Inside Information” (*Comunicación de Información Privilegiada*), and a RIS in the UK.
- 5.17 Disclosure of Inside Information may be delayed if (i) immediate disclosure is likely to prejudice the legitimate interests of IAG; (ii) delay in disclosure is not likely to mislead the public; and (iii) IAG can ensure the confidentiality of the

Inside Information.

- 5.18 Once an appropriate announcement in the UK and Spain has been made, such information will cease to be Inside Information.

Dissemination

- 5.19 Only the IAG Chief Executive and Disclosure Committee hold authority to release Inside Information to the CNMV in Spain and a RIS in the UK.
- 5.20 On making such a release of information, the relevant individual will comply with all existing regulations in force in Spain and the UK. The contents of any such notification must be true, accurate, clear and complete, and not misleading or deceitful.
- 5.21 Prior dissemination of Inside Information by any other means is prohibited. In particular the passing of such information to journalists, analysts or in response to external questioning is prohibited. If Inside Information is inadvertently given to a limited audience, a member of the Disclosure Committee must be informed immediately so that an announcement can be made to the market. Failure to do so could place IAG in serious breach of applicable regulations.

Leaks and unauthorised disclosure

- 5.22 Compliance with this Code is important. If an Officer or Employee believes that Inside Information has been disclosed in breach of this Code (whether inadvertently or deliberately) or that a leak has occurred that makes it likely that Inside Information will be disclosed in breach of this Code, they should immediately notify a member of the Disclosure Committee.
- 5.23 A prompt response to a leak is in the interests of all parties because it may help to reduce the severity of any sanction that would otherwise be faced by IAG and/or any relevant Officers or Employees.

Consequences of Breach

- 5.24 Officers and Employees may be guilty of criminal and civil offences if they improperly disclose Inside Information (or if they otherwise base any behaviour on unpublished Inside Information they receive in the course of their employment – Part 4 of this Code deals specifically with the issue of insider dealing). Individuals guilty of criminal offences may be liable to a fine and/or imprisonment.
- 5.25 Additionally, individuals (and, where it is in breach of its obligations, IAG) may also be fined and/or publically censured for market abuse offences which is likely to have a significant impact on the good standing and reputation of the

individual concerned as well as that of IAG.

6. TREASURY STOCK TRANSACTIONS CODE

Introduction

- 6.1 This part of the Code governs treasury stock transactions involving IAG Securities. It does not have the same general applicability to Relevant Persons, Project Insiders and Restricted Persons as the other parts of this Code. However, all Relevant Persons, Project Insiders and Restricted Persons with involvement in treasury stock transactions should comply with its provisions.
- 6.2 In this part “treasury stock transactions” are transactions carried out by IAG over IAG Securities, whether directly or through other companies within the Group, including through financial instruments or contracts of any kind (whether or not traded on a stock exchange or other organised secondary markets) granting the right to the acquisition of, or whose underlying assets are, IAG Securities.

Basic Principles

- 6.3 Treasury stock transactions should always have a lawful purpose. These include, among others, providing investors with sufficient liquidity and volume in the trading of shares of IAG, implementing programs for the purchase of IAG’s shares approved by the Board of Directors or by resolutions of the shareholders acting at a General Meeting, compliance with legitimate previously-agreed commitments, or any other purpose allowed under applicable law. In no case may treasury stock transactions be used to distort the pricing of IAG Securities.
- 6.4 Treasury stock transactions by the Group must not be carried out based on Inside Information.
- 6.5 In addition to the provisions of this Code, all rules and regulations applicable to treasury stock transactions by issuers of shares listed on the London and Spanish Stock Exchanges must also be observed.

Practical Approach

- 6.6 Treasury stock transactions will be carried out by a separate team within the IAG Finance Department, the members of which will be subject to relevant information barriers and confidentiality obligations. The IAG Manager of Shareholder Services, on behalf of the IAG Chief Financial Officer, will keep a record of the persons involved in the decision making process relating to treasury stock transactions. Members of such team having access to Inside Information must not order, perform or in any way take part in decisions concerning treasury stock.

- 6.7 If any member of the team responsible for conducting treasury stock transactions believes he or she is in possession of any Inside Information, such person must suspend any treasury stock transactions and inform the Chief Financial Officer in writing of the situation. The Chief Financial Officer will resolve on suitable action to be taken.
- 6.8 The team responsible for conducting treasury stock transactions will have the following responsibilities:
- (i) to manage treasury stock in accordance with the provisions of this Code;
 - (ii) to monitor the market performance of IAG Securities;
 - (iii) to maintain a file of all treasury stock transactions that have been ordered and carried out; and
 - (iv) to inform the Chief Financial Officer at his/her request of changes in the price of IAG Securities on the market and of treasury stock transactions carried out, as well as to report such transactions through an RIS and to the CNMV in compliance with applicable rules and regulations. The Chief Financial Officer will periodically report to the Board of Directors regarding treasury stock transactions.

7. SANCTIONS

Any failure to comply with any provision of this Code is a breach of IAG policy, the seriousness of which will be determined in accordance with the applicable disciplinary procedures.

This is without prejudice to any infringement whatsoever that may derive from the provisions of MAR, CJA 1993, the Spanish Securities Market Act, as developed by Spanish Royal Decree 1333/2005 and the Spanish Organic Law 10/1995 on the Criminal Code and any civil or criminal liability which may be incurred by infringers in each individual case. Individuals guilty of insider dealing or market abuse may be liable to a fine and/or imprisonment.

ANNEX 1

Inside Information

“**Inside information**” is defined in the definitions section. Other factors for consideration include the following:

- **“Precise” information** – information is deemed to be of a precise nature if it indicates a set of circumstances which exists or which may reasonably be expected to come into existence, or an event which has occurred or which may reasonably be expected to occur, where it is specific enough to enable a conclusion to be drawn as to the possible effect of that set of circumstances or event on the prices of IAG Securities or related derivative financial instruments. In the case of a protracted process that is intended to bring about, or that results in, particular circumstances or a particular event, those future circumstances or that future event, and also the intermediate steps of that process which are connected with bringing about or resulting in those future circumstances or that future event, may be deemed to be precise information.
- **Impact in the context of IAG** – in determining whether something is Inside Information, the Disclosure Committee would consider the impact of any particular piece of information on IAG and/or IAG Securities - taking into account the size of the Group, developments in its recent past, previous announcements to the market and activity and market sentiment in relation to IAG and its business sector.
- **“Significant effect on price”** – information which, if it were made public, would be likely to have a significant effect on the price of IAG Securities means information which a “reasonable investor” would be likely to use as part of the basis of his or her investment decisions. In terms of what should be considered “significant”, it is information which may have a non-trivial effect on price.
- **Issues relevant to the “reasonable investor’s decision”** – while it is not possible to prescribe how the reasonable investor test will apply in all situations, any assessment should take into consideration the anticipated impact of the information in light of the totality of IAG’s activities, the reliability of the source of the information and other market variables likely to affect the relevant IAG Securities in the given circumstances. The following are likely to be considered relevant to a reasonable investor’s decision, being information which affects:
 - (i) the assets and liabilities of IAG;
 - (ii) the performance or the expectation of the performance of IAG’s business;

- (iii) the financial condition of IAG;
- (iv) the course of IAG's business;
- (v) major new developments in the business; or
- (vi) information previously disclosed to the market.

It may also be relevant whether the event or information would have a significant effect on:

- (i) future reported earnings per share;
- (ii) pre-tax profits;
- (iii) borrowings;
- (iv) market expectation of performance, which in part will be based on public profit or earnings forecasts but may also include historic information such as past trading performance for a particular part of the year and public statements on developing strategy; and/or
- (v) any other factors which are commonly used to determine or which commonly influence IAG's share price.

- **Nature of information** - the more specific the information, the greater the likelihood that the information is Inside Information and announceable. The knowledge that press speculation or market rumour is false may not amount to inside information; if it does amount to inside information, there may be cases where IAG would be able to delay disclosure in accordance with the Market Abuse Regulation.
- **Examples of possible Inside Information** – these could include:
 - (i) earnings information, including revenue or profit forecasts, or actual performance relative to market expectations;
 - (ii) monthly traffic statistics;
 - (iii) the negotiation or termination of material corporate transactions;
 - (iv) the appointment or removal of IAG Directors; and
 - (v) the commencement of, or substantial developments in, significant regulatory or other legal proceedings.
- **Similar information** – the fact that similar information has been considered price

sensitive in the past, or that issuers in the same industry and/or market as IAG treat it as price sensitive information, may be relevant.

- **Past experience** – the effect on market prices of past disclosures of similar information, and/or the importance that external analysts have given to this type of information, may also be relevant.

However, notwithstanding the above guidance, if there is any question as to whether information is Inside Information, an Employee should consult a member of the Disclosure Committee.

ANNEX 2

Template for notification and public disclosure of transactions by PDMR and their PCA

Please send your completed form to [name] ([email address]). If you require any assistance in completing this form, please contact [name].

1	Details of the PDMR / PCA		
a)	Name	<i>[Include first name(s) and last name(s).] [If the PCA is a legal person, state its: full name including legal form as provided for in the register where it is incorporated, if applicable.]</i>	
2	Reason for the notification		
a)	Position/status	<i>[For PDMR, state job title e.g. CEO, CFO.] [For PCAs, state that the notification concerns a PCA and the name and position of the relevant PDMR.]</i>	
b)	Initial notification/Amendment	<i>[Indication that this is an initial notification or an amendment to prior notifications. In case of amendment, explain the error that this notification is amending.]</i>	
3	Details of the issuer, emission allowance market participant, auction platform, auctioneer or auction monitor		
a)	Name		
b)	LEI	<i>[Legal Entity Identifier code in accordance with ISO 17442 LEI code.]</i>	
4	Details of the transaction(s): section to be repeated for (i) each type of instrument; (ii) each type of transaction; (iii) each date; and (iv) each place where transactions have been conducted		
a)	Description of the financial instrument, type of instrument Identification code	<i>[State the nature of the instrument e.g. a share, a debt instrument, a derivative or a financial instrument linked to a share or debt instrument.]</i>	
b)	Nature of the transaction	<i>[Description of the transaction type. If applicable, please select the type of transaction by placing a tick next to the appropriate box in the list below.] [Please indicate whether the transaction is linked to the exercise of a share option programme.]</i>	
c)	Price(s) and volume(s)	Price(s)	Volume(s)

		<p><i>[Where more than one transaction of the same nature (purchases, sales, lendings, borrows, ...) on the same financial instrument or emission allowance are executed on the same day and on the same place of transaction, prices and volumes of these transactions shall be reported in this field, in a two columns form as presented above, inserting as many lines as needed.]</i></p>	
d)	Aggregated information — Aggregated volume — Price	<p><i>[Please aggregate the volumes of multiple transactions when these transactions:</i></p> <ul style="list-style-type: none"> - <i>relate to the same financial instrument;</i> - <i>are of the same nature;</i> - <i>are executed on the same day; and</i> - <i>are executed at the same place of transaction.]</i> <p><i>[Please state the metric for quantity.]</i></p> <p><i>[Please provide:</i></p> <ul style="list-style-type: none"> - <i>in the case of a single transaction, the price of the single transaction; and</i> - <i>in the case where the volumes of multiple transactions are aggregated, the weighted average price of the aggregated transactions.]</i> <p><i>[Please state the currency.]</i></p> 	
e)	Date of the transaction	<p><i>[Date of the particular day of execution of the notified transaction, using the date format: YYYY-MM-DD and please specify the time zone.]</i></p>	
f)	Place of the transaction	<p><i>[Please name the trading venue where the transaction was executed. If the transaction was not executed on any trading venue, please state 'outside a trading venue' in this box.]</i></p>	

ANNEX 3

Pro-forma letter to PCAs

Dear [name]

Dealing in IAG Securities

In connection with my position at International Consolidated Airlines Group, S.A (“**IAG**”), I am subject to certain obligations and restrictions in relation to transactions in any publicly traded or quoted shares or debt instruments of IAG (or of any of IAG’s subsidiary undertakings) or derivatives or other financial instruments linked to any of them (“**IAG Securities**”). In accordance with applicable law, some of these obligations and restrictions will also apply to transactions in IAG Securities undertaken by you, as a “person closely associated” with me.

The Market Abuse Regulation

From 3 July 2016, the EU Market Abuse Regulation (596/2014) (the “**Market Abuse Regulation**”) requires you to notify IAG of every Notifiable Transaction conducted on your account (whether undertaken by you or on your behalf) relating to any IAG Securities. The definition of a Notifiable Transaction, together with further guidance and a non-exhaustive list of examples, is set out at [Appendix 1](#) to this letter.

If you deal in IAG Securities (or if anyone deals in IAG Securities on your behalf) at any time you must notify IAG Shareholder Services (shareholder.services@iairgroup.com) as soon as possible and in any event by no later than **one business day** after the date of the transaction. The notifications must follow the form of the template in [Appendix 2](#) to this letter.

The Market Abuse Regulation also requires you to notify the Spanish Comisión Nacional del Mercado de Valores (“**CNMV**”) and the UK Financial Conduct Authority (the “**FCA**”) of every Notifiable Transaction conducted on your account. Unless you notify IAG to the contrary, IAG will assume that it has the authority to make these notification to the CNMV and the FCA on your behalf and will do so once it receives notification of the transaction from you. In addition, IAG is required to make such transactions public and will do so once it receives notification of the transaction from you.

IAG Securities Code of Conduct

Under the IAG Securities Code of Conduct, I am also required to:

- (i) take reasonable steps to prevent you from dealing in IAG Securities on short-term considerations. An investment with a maturity of one year or less will always be

considered to be of a short-term nature and so you should not, for example, acquire IAG Securities with a view to holding them for only a short period. I therefore request that you take this into account when dealing in IAG Securities; and

(ii) seek to prohibit you from dealing in IAG Securities during a “closed period”.

IAG has “closed periods” throughout the year in respect of the release of its interim financial reports, the publication of its annual report and the release of traffic statistics as follows:

- Annual financial report: this closed period runs from 31 December each financial year until the time of the publication of IAG’s annual financial report in respect of that financial year.
- Interim financial reports: these closed periods run for 30 calendar days prior to, and until the time of, publication of the relevant interim financial report.
- The first three working days of each calendar month before traffic statistics are announced.

Finally, if there are any investment managers who act on your behalf, please send them a copy of this letter to make them aware of your obligations.

Please acknowledge receipt of this letter by signing and returning a copy of it to me.

If you have any questions in relation to the above, please contact IAG Shareholder Services (shareholder.services@iairgroup.com).

Yours sincerely

[Name]

I acknowledge receipt of this letter and the requirements set out in it.

Signed:
Print name:
Date:

Appendix 1 to the PCA Letter Notifiable Transactions

1. In this appendix the following definitions apply unless the context requires otherwise:

“**Disregarded Undertaking**” means a collective investment undertaking or portfolio of assets which satisfies the following two conditions:

(A) it is either:

- (i) a collective investment undertaking or portfolio of assets in respect of which the relevant person has ascertained that the exposure to IAG Securities does not exceed 20% of the assets held by that collective investment undertaking or portfolio of assets; or
- (ii) a collective investment undertaking or portfolio of assets whose exposure to IAG Securities cannot be ascertained by the relevant person; and

(B) the relevant person is unable to determine or influence the investment strategy or transactions of that collective investment undertaking or portfolio of assets.

2. A “**Notifiable Transaction**” is any transaction relating to IAG Securities conducted for the account of a person, whether the transaction was conducted by such person or on his or her behalf by a third party.

3. In determining whether or not a transaction is a “Notifiable Transaction”, the following guidance should be considered:

(A) The venue or place where a transaction is conducted is irrelevant for the purposes of determining whether or not that transaction is a “Notifiable Transaction”.

(B) A transaction relating to IAG Securities which is undertaken by a third party for the account of a person is a “Notifiable Transaction”, even where that third party is exercising full discretion (i.e. where no instruction is given by the relevant person). As such, transactions relating to IAG Securities which are undertaken under a trading plan or saving scheme, or by a “family office”, a trust, a discretionary portfolio arrangement and all other investment vehicles, are likely to qualify as “Notifiable Transactions”.

4. The following is a non-exhaustive list of transactions which could be “Notifiable Transactions” in respect of a particular person (the “**relevant person**”):
- (A) transactions in IAG Securities undertaken by persons professionally arranging or executing transactions or by another person on behalf of a relevant person, including where discretion is exercised;
 - (B) transactions in IAG Securities made under a life insurance policy, where (i) the policyholder is a relevant person; (ii) the investment risk is borne by the policyholder; and (iii) the policyholder has the power or discretion to make investment decisions regarding specific instruments in that life insurance policy or to execute transactions regarding specific instruments for that life insurance policy;
 - (C) an acquisition, disposal, short sale, subscription or exchange of IAG Securities;
 - (D) the acceptance or exercising an option over IAG Securities, including of a share option granted as part of a remuneration package, and the disposal of shares stemming from the exercise of a share option;
 - (E) entering into or exercise of equity swaps related to IAG Securities;
 - (F) transactions in or related to derivatives over IAG Securities, including cash-settled transactions;
 - (G) entering into a contract for difference on IAG Securities;
 - (H) the acquisition, disposal or exercise of rights in relation to IAG Securities, including put and call options and warrants;
 - (I) subscription to a share capital increase or debt instrument issuance of IAG;
 - (J) transactions in derivatives and financial instruments linked to a debt instrument of IAG, including credit default swaps;
 - (K) conditional transactions relating to IAG Securities upon the fulfilment of the conditions and actual execution of the transactions;
 - (L) automatic or non-automatic conversion of an IAG Security into another IAG Security, including the exchange of convertible bonds to shares;

- (M) transactions executed in index-related products, baskets and derivatives transacting in IAG Securities;
- (N) transactions executed in shares or units of investment funds which transact in IAG Securities (see *Note 1* below);
- (O) transactions executed by a manager of an investment fund in which the relevant person has invested and which transacts in IAG Securities (see *Note 1* below);
- (P) transactions executed by a third party under an individual portfolio or asset management mandate on behalf or for the benefit of the relevant person (see *Note 1* below);
- (Q) borrowing or lending of IAG Securities or other financial instruments linked thereto; and
- (R) the pledging of IAG Securities (although a pledge, or a similar security interest, of IAG Securities in connection with the depositing of IAG Securities in a custody account is not a “Notifiable Transaction”, unless and until such pledge or other security interest is designated to secure a specific credit facility);
- (S) gifts and donations made or received, and inheritance received.

Note 1: In respect of paragraphs (M), (N) and (O), the following are not “Notifiable Transactions”: (a) buying and selling units or shares in, or financial instruments which provide an exposure to, a Disregarded Undertaking; and (b) transactions in IAG Securities by a Disregarded Undertaking.

**Appendix 2 to the PCA Letter
Notification template**

Please send your completed form to IAG Shareholder Services (shareholder.services@iairgroup.com). If you require any assistance in completing this form, please speak to your financial adviser.

1.	Details of the Restricted Person / person closely associated with them (“PCA”)															
a)	Name	<i>[Include first name(s) and last name(s).] [If the PCA is a legal person, state its full name including legal form as provided for in the register where it is incorporated, if applicable.]</i>														
2.	Reason for the notification															
a)	Position / status	<i>[For PCAs, state that the notification concerns a PCA and the name and position of the relevant PDMR.]</i>														
3.	Details of the transaction(s): section to be repeated for (i) each type of instrument; (ii) each type of transaction; (iii) each date; and (iv) each place where transactions have been conducted															
a)	Description of the financial instrument, type of instrument	<i>[State the nature of the instrument e.g. a share, a debt instrument, a derivative or a financial instrument linked to a share or debt instrument.]</i>														
b)	Nature of the transaction	<i>[Description of the transaction type.] [Please indicate whether the transaction is linked to the exercise of a share option programme.]</i>														
c)	Price(s) and volume(s)	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 50%;">Price(s)</th> <th style="width: 50%;">Volume(s)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Price(s)	Volume(s)												
Price(s)	Volume(s)															

		<p><i>[Where more than one transaction of the same nature (purchases, sales etc.) of the same financial instrument are executed on the same day and at the same place of transaction, prices and volumes of these transactions should be reported in the table above, using as many lines as needed.]</i></p> <p><i>[In each case, please specify the currency and the metric for quantity.]</i></p>
d)	<p>Aggregated information</p> <ul style="list-style-type: none"> - Aggregated volume - Price 	<p><i>[Please aggregate the volumes of multiple transactions when these transactions:</i></p> <ul style="list-style-type: none"> - <i>relate to the same financial instrument;</i> - <i>are of the same nature;</i> - <i>are executed on the same day; and</i> - <i>are executed at the same place of transaction.]</i> <p><i>[Please state the metric for quantity.]</i></p> <p><i>[Please provide:</i></p> <ul style="list-style-type: none"> - <i>in the case of a single transaction, the price of the single transaction; and</i> - <i>in the case where the volumes of multiple transactions are aggregated, the weighted average price of the aggregated transactions.]</i> <p><i>[Please state the currency.]</i></p>
e)	Date of the transaction	<i>[Date of the particular day of execution of the notified transaction, using the date format: YYYY-MM-DD and please specify the time zone.]</i>
f)	Place of the transaction	<i>[Please name the trading venue where the transaction was executed. If the transaction was not executed on any trading venue, please state 'outside a trading venue' in this box.]</i>