

Terms for managing the "Ferrovial Juntos COVID-19" fund

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1. "FERROVIAL JUNTOS COVID-19" FUND. SET UP AND PURPOSE.

Ferrovial considers its investment in the community to be an instrument for promoting the development of society and the environment where it carries out its activity. Following on from this, Ferrovial has set up the "Ferrovial Juntos COVID-19" fund (the "Fund"), with an endowment of up to 10 million euros, to raise funds for the fight against the pandemic. The aim of the Fund is to contribute financial resources to public administrations, health administration, hospitals, universities and research or development centres, as well as NGOs in a number of specific projects that will focus on acquiring medical supplies and equipment and the investigation of pharmacological solutions or vaccines to combat the effects of the pandemic caused by the COVID-19 virus. Likewise, the Fund will allocate financial resources to help vulnerable groups or those at risk of exclusion as a result of the current health crisis. The funds may be contributed to the aforementioned institutions, projects or social groups located in Spain as well as in the United Kingdom, the United States, Chile and/or Portugal.

2. FINANCING THE FUND.

The Fund will be endowed with an initial contribution of five (5) million euros by Ferrovial. In parallel, Ferrovial has launched a fundraising initiative among employees, directors, shareholders, collaborators, suppliers and anyone who wants to participate to increase the amount. Ferrovial will double the amount collected until it contributes up to a maximum of ten (10) million euros.

For this purpose, the following accounts have been opened under the name "Ferrovial Juntos COVID-19":

- Spain: BANKIA: FERROVIAL CORPORACION, S.A.-'Ferrovial Juntos COVID-19': ES12 2038 0654 3960 0019 4915
- United States: BBVA USA: FERROVIAL HOLDING US. 'Ferrovial Juntos COVID-19': (SWIFT: CPASUS44) ABA/Routing No. 062001186 Account No. 6750651427.
- United Kingdom: RBS: FERROCORP UK LIMITED. 'Ferrovial Juntos COVID-19': (SWIFT: RBOSGB2L) IBAN: GB52RBOS16040010909432.
- Chile: Ferrovial Agroman Chile, S.A. 'Ferrovial Juntos COVID-19': 0035 0000 000075625642
- Portugal: Ferrovial Agroman, S.A. - 'Ferrovial Juntos COVID-19': Balcao nº: 322 Nº conta: 20 000148 1 IBAN: PT50 0019 0322 0020 0001 4819 3 BIC/SWIFT: BBVAPTPL

Ferrovial will publicise the creation of this fund through its corporate website (www.ferrovial.com), its intranet, social networks and the media.

3. POTENTIAL ENTITIES BENEFITING FROM THE FUNDS.

The potential entities benefiting from the funds may be:

- Public administrations;
- Health administration;
- Hospitals;
- Universities and research or development centres; and/or
- NGOs;

provided they are involved in projects related to acquiring medical supplies and equipment and the investigation of pharmacological solutions or vaccines to act against the virus.

Additionally, funds may be allocated to help vulnerable groups or those at risk of exclusion as a result of the current health crisis.

The beneficiary entities and the projects to be undertaken or the aforementioned social groups may be located in Spain as well as in the United Kingdom, the United States, Chile and/or Portugal.

4. REQUIREMENTS AND CRITERIA FOR ALLOCATING THE FUNDS.

The Fund will be set up and donations will be made by Ferrovial following its internal procedures and the recommendations of reference entities such as Fundación Lealtad. Ferrovial will be proactive in searching for the initiatives that best fit the Fund's objectives and, in principle, there will be no public call for nominations. In the event that Ferrovial, considering the exceptional circumstances of the situation, deems that it is feasible to carry out a public call for the submission of projects, it will communicate this fact in due time by publishing the corresponding terms and conditions.

The suitability of each project will be addressed and donations will be made with full transparency, indicating the beneficiary entity and the project in question. Ferrovial will verify the efficiency and seriousness of all the institutions it collaborates with and their experience in undertaking similar projects.

The funds will be administered on the understanding they must be used in their entirety for the purpose for which they are donated. A follow-up and direct contact will be maintained with the beneficiary entities to verify the use of the funds, the actions carried out and the results achieved. In the case of donations in kind, it will be previously assured that they meet the needs of the recipients.

5. FORMALISATION AND PAYMENT OF THE DONATION.

Due to the exceptional nature of the situation in which the funds will be distributed, the donation may be made prior to the signing of an agreement between Ferrovial and the entity or entities benefiting from the funds and upon the receipt by Ferrovial of a document issued by the beneficiary entity that certifies and evidences they have been delivered and received in a reliable way. In any case, it will be necessary for Ferrovial and the beneficiary entities to sign, subsequently and as soon as possible, an agreement reflecting, among other things and without limitation, the following aspects:

- Description of the beneficiary's mission.
- Description of the project.
- Amount of the donation and other possible resources received.
- Monitoring procedure.
- Communication and use of logos and audiovisual material.
- Causes for termination of the agreement.
- Confidentiality and data protection.
- Transparency and Good Governance Criteria.

- Term of the agreement.

In particular, Ferroviai may:

- Require as much additional information about the project as it deems appropriate.
- Require the project or its accounts to be submitted for review by Ferroviai's Internal Audit Division or Finance Business Area.
- Terminate the agreement if Ferroviai suspects embezzlement or that the funds are being used inappropriately.
- Publish the amount of the aid and the identity of the beneficiaries, as well as publicise and disseminate this aid programme however it considers appropriate.
- Require the recipient of the funds to be transparent with how they are being used.

In turn, the beneficiary of the funds must, among other things:

- Avoid using the funds for purposes that have not been envisaged.
- Execute the funded project.
- Manage the logistics to undertake the project.
- Select field staff.

To generate the right to obtain tax deductions for donations made in Spain, the United States, the United Kingdom, Portugal and Chile, they must have as beneficiaries:

- In Spain: entities regulated as beneficiaries of patronage in Law 49/2002, of 23 December, on the tax regime for non-profit entities and tax incentives for patronage.
- In the United States: any of the charities identified in the U.S. Internal Revenue Service Section 170(c)(3) listing. The list can be verified at the following link: <https://www.irs.gov/charities-non-profits/tax-exempt-organization-search>
- In the United Kingdom: charities incorporated under the Charities Act 2011
- In Portugal: social and public institutions, both at local and national level.
- In Chile: social institutions, in accordance with Law No. 19,985 on Social Donations.

Additionally, as requirements for the application of tax deductions, in all countries will be required (i) the identification of the donor/beneficiary and (ii) the accreditation of the donation made/received.

In no case will the signing of the agreement give rise to any type of employment relationship between the representative or one of the members or beneficiaries of the beneficiary entity and Ferroviai.

The Ferroviai logo must appear on all documentation, information and publicity that the beneficiary entities create exclusively regarding the financed projects. This logo must not be used for any other purpose. The use of the logo and brand by the beneficiary entity will be subject to the conditions established in the agreement. In any event, Ferroviai reserves the right to revoke this authorisation at any time.

6. DATA PROTECTION AND CONFIDENTIALITY.

The personal data, images or documentation of each project that may be obtained by Ferroviai from the beneficiary entities will be incorporated into a file owned by Ferroviai, with registered office at C/ Príncipe de Vergara, 135 Madrid 28002. The purpose of the file is to manage awarding the funds. Interested parties may exercise their rights of access, rectification,

cancellation and opposition, in accordance with current legislation, by sending a letter, attaching a copy of their ID or Passport, to Ferrovial S.A. C/ Príncipe de Vergara, 135 Madrid 28002, with reference "Data protection".

The beneficiary entities must keep confidential the information to which they have access to Ferrovial, as long as this information is not in the public domain.

7. FINAL PROVISIONS

Ferrovial will not be the owner of the financed projects and undertaking the projects and their ownership will be the sole responsibility of the beneficiary entity.

Information and technical queries, Monday to Friday from 10 a.m. to 2 p.m., using the following contact information:

- **Communications and CR Business Unit:**
 - Phone: 915 86 26 01 / 91 586 32 35
 - Email: rsc@ferrovial.com