

CODE NG.FER.CU-02

TITLE: DUE DILIGENCE POLICY WITH RESPECT TO THIRD-PARTY INTEGRITY

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1	10/11/2020	Combines several procedures in connection with third parties - first edition (11/12/2017 (NPDC-106) 13/9/2016 (NPDC-108)	NPDC 106 AND 108
2	11/1/2023	Technical amendments and including clients in the due diligence process	Previous version (10/11/2020)
3	9/05/2024	Adaptation to Dutch and US law as consequence of listing in Nasdaq Stock Exchange and Amsterdam Stock Exchange	Previous version (11/1/2023)

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I. INTRODUCTION

The Ferrovia Code of Ethics and Business Conduct (the “**Code of Ethics**”), establishes that employees' responsibilities include the following: *"All employees must adhere to the principles and commitments contained in this Code and shall strive to ensure that other individuals or groups that conduct business on behalf of Ferrovia, or with whom Ferrovia has any kind of relationship, including suppliers, contractors, agents, and other business partners, do likewise."*

Additionally, the Anticorruption Policy is applicable to *"the behavior of all directors, officers and employees of Ferrovia, and their collaborators in the conduct of business, bearing in mind that Ferrovia has implemented a policy of "zero tolerance" of any practice that may be classified as corruption or the giving or receipt of bribes. The Policy will govern the interactions between Ferrovia and any person and it shall not be limited to those between Ferrovia and Government Officials."*

II. PURPOSE

The objective of this Policy is to establish a due diligence process focused on integrity to be applied prior to entering into, and for the duration of, any agreements for collaboration, partnership, acquisition of goods or services, or of any other type between a Third Party and Ferrovia.

For the purposes of application of this Policy, Public Administrations will not be classified as Third Parties. In the event of doubt, the Compliance Department will determine whether or not a given Third Party falls under the scope of this procedure.

III. SCOPE OF APPLICATION

This Policy shall apply to Third Parties with whom Ferrovia or the companies that comprise the Group intend to enter into an Agreement.

Ferrovia shall strive that the principles established in this Procedure are widely and regularly communicated to and by all the companies of its Group.

In companies in which Ferrovia has a stake and to which this Procedure does not apply, Ferrovia will strive to ensure, via the decision-making bodies of the respective companies, the application of the principles included in the Code of Ethics and in all the policies related to the prevention of corruption and fraud. Ferrovia will strive to ensure that Third Parties that provide services or otherwise work with it (partners, suppliers, advisors, etc.) apply those principles.

As a general rule, in the event of any discrepancy between this Procedure and the local regulations of other jurisdiction the stricter rule should be applied. However, in the event of conflict between this policy and the local regulation previous consultation is required with the Compliance Department. In any case, approval by the Compliance Department will be required prior to the passing of any internal rule or procedure on this matter.

This Policy cannot anticipate all situations or matters. It is the responsibility of all directors, and Employees to request information and guidance when addressing new or unusual situations. In the

event of doubt, the director or Employee should consult the Compliance Department of Ferrovia! before acting.

IV. DEFINITIONS

Agent: Any natural or legal person that is duly and expressly authorized by Ferrovia! to act on its behalf, including to negotiate contracts or agreements, before any Government Officials or private individuals. For the avoidance of doubt, this does not include the partner designated by the customer or other entity to centralize communications between the Ferrovia! consortium and the customer in a bidding process.

Agreement: any agreements for collaboration, partnership, acquisition of goods or services, or of any other type between a Third Party and Ferrovia!.

Beneficiary: Any counterparty, whether public or private, that seeks to enter into a patronage, sponsorship or donation agreement with Ferrovia!.

Business Development Consultant: Any natural or legal person that engages in the development of commercial relations for or on behalf of Ferrovia! with Government Officials or public agencies for the purpose of developing or obtaining business opportunities.

Business Unit: Ferrovia! 's business unit in charge of the Agreement, including corporate departments.

Complaint: Expression of disagreement, discontentment, or dissatisfaction in connection with the contents of the Code of Ethics.

Compliance Department: The compliance and risk department of Ferrovia! SE.

Customers: A natural or legal person at arm's length from Ferrovia!, for whom Ferrovia! execute works or provide services in exchange for compensation.

Employees: The employees and officers of Ferrovia!.

Ethics Channel: A channel for communication with Ferrovia! by which Employees, directors, and interested third parties can make Queries, Complaints and Reports.

Ferrovia! or Group: Ferrovia! SE and the consolidated group of companies headed by that company, and all the entities that it controls, directly or indirectly. "Control" is understood to exist when Ferrovia! holds a majority of the voting rights within the management or governing body.

Government Official: Any official or employee of an administration, department, agency, legislative assembly, judicial body, agency or international public organization; any person who performs a public function or acts in an official capacity for a government or an international public organization; and any political party, its employees or its candidates. Companies controlled by a government are classified as agencies of same. Some examples of Government Officials are as follows; (i) federal, state, regional and municipal employees; (ii) employees of international public

organizations (e.g. the World Bank, United Nations); (iii) candidates for political office; (iv) members of a royal family or employees of a sovereign investment fund; and (v) employees of any company directly or indirectly controlled by a State or one of its agencies.

Internal Audit Department: the internal audit department of Ferrovial SE.

Legal Department: The legal department of Ferrovial.

Lobbyist: Any person or firm that engages in lobbying, including, potentially, an Employee, or director of Ferrovial or an Outside Lobbyist. “Lobbying” has specific definitions under U.S. state and federal law as well as the laws of other countries around the world. Consultation should be made with the Legal Department regarding such statutory definitions. For purposes of this Policy, “Lobbying” is defined as follows: any (i) contact or communication (written or verbal) by or on behalf of Ferrovial with any government or Government Official, or related party thereto (i.e. a person who has a family relationship up to the second degree of consanguinity or affinity with a Government Official, as well as their spouse or person with an equivalent relationship), for the purpose of advocacy on legislative, regulatory, or political matters or programs, including, without limitation, with respect to the U.S. in particular, contact or communication with any: members or staff of the U.S. Congress; the President, Vice President or political appointees in the U.S. executive branch; general or flag officers in the U.S. military; U.S. state/local government legislatures or agencies with regard to legislation, regulations, treaties, policies or programs (including negotiation, award or administration of a permit or license); or (ii) any activity that falls within the definition of lobbying or a lobbyist under any United States (federal, state/local) or non-U.S. laws or regulations, and the individual or firm undertaking such activities is expected to discharge obligations (e.g., registration, reporting, etc.) in accordance with such laws or regulations. The determining factor is the nature of contacts, communications and activities to be undertaken, not the status or affiliation of the individual or firm. Individuals other than lobbyists may be deemed to have engaged in lobbying if undertaking one or more of the foregoing activities. “Outside Lobbyist” is any person or firm that is not employed by or affiliated with Ferrovial that engages in Lobbying on behalf of Ferrovial, excluding trade association lobbyists when lobbying on behalf of the trade association or its members generally. Membership by Ferrovial, and participation by Ferrovial Employees in a trade association, does not constitute engagement of an Outside Lobbyist.

Partner: Any natural or legal person with which Ferrovial intends to enter into an agreement to maintain a business relationship of any kind in the form of a grouping, consortium, joint venture, association, foundation or company of any kind.

Policy: Due Diligence Policy with respect to Third Party Integrity

Public Administration: State or National Government, Federal, Autonomous Regional and Local Government entities and entities of the Institutional Public Sector, which includes, among others, Autonomous Agencies, Public Universities and independent administrative authorities and equivalent entities or bodies.

Query: A request for clarification regarding the contents of the Code of Ethics.

Report: A report of a suspected breach or violation of the Code of Ethics or suspected misconduct or irregularities in general, including potential breaches of applicable laws and regulations.

Supplier: A natural or legal person, at arm's length from Ferrovia, supplying products and materials or providing works or services (with its own or subcontracted personnel) to Ferrovia.

Third Party: is taken to mean a natural or legal person (or any of the companies belonging to the "Group of Companies"¹ of the parent company, as well as any special purpose vehicle (SPV), directly or indirectly controlled by such parent company, and incorporated for the purpose of the Agreement) with which Ferrovia seeks to enter into an Agreement including, but not limited to, Agents, Lobbyists, Business Development Consultants, Partners, Beneficiaries, Suppliers, and Customers (as defined above).

V. BUSINESS ETHICS

Ferrovia's values, as set out in the Code of Ethics, entail a commitment to the highest standards of integrity, transparency and respect for the law and for human rights. Consequently, Ferrovia require that their business be conducted in accordance with these principles and with the utmost respect for the national and international laws that are applicable to it, particularly the laws against corruption that prohibit bribery, both active and passive.

Ferrovia relations with Third Parties will be governed by a high-level commitment to ethics and integrity and it will avoid relations with any Third Party that does not establish zero tolerance for, or absolute rejection of, any practice that qualifies as corruption.

VI. DUE DILIGENCE WITH RESPECT TO THIRD-PARTY INTEGRITY

Ferrovia will carry out an Integrity Due Diligence Process ("**Due Diligence**" or "**DD**" Process) with respect to any potential Third Party with which it plans to enter into an Agreement, based on the integrity risk associated with such party.

Annex I describes the Due Diligence Process, which will include an assessment of the level of due diligence applicable to the Third Party in function of a variety of risk factors: (i) type of Third Party; (ii) country of residence; (iii) country where the Agreement is to be implemented; (iv) corporate structure, if a legal person; (v) expected duration of the Agreement; (vi) economic value of the project or initiative covered by the Agreement; and (vii) sector of economic activity in which the Agreement is to be implemented.

When a new project, business or initiative is identified that will require the participation of a Third Party, prior to entering into any commitment with the Third Party, the Ferrovia Business Unit in charge of the project (hereinafter, the "**Proposer**") will perform an initial assessment of such Third

¹ **Group of Companies:** any entity that is under the direct or indirect control of the Third Party or of its parent company, "control" being where the Third Party holds a majority of the voting rights within the management or governing body.

Party's integrity and any risk that it may breach the Code of Ethics and the Anticorruption Policy. **Annex V** provides examples of red flags and ethical best practices.

In any event, Ferrovial will inform the Third Party that it has a Code of Ethics and an Anticorruption Policy, and that it has a policy of zero tolerance towards crime, which includes corruption and bribery of any kind.

The Agreement between Ferrovial and the Third Party will be entered into in writing by persons with sufficient powers to do so and in accordance with the procedures or authorizations established for that purpose.

The Agreement will include safeguards against breaches of Ferrovial's policy of zero tolerance towards crime, including anti-corruption clauses and mechanisms for termination, such as those set forth in **Annex IV**. Refusal by the Third Party to accept such clauses constitutes a clear risk indicator and must be mitigated with suitable alternative measures.

Payment arrangements with Third Parties that include reimbursement of expenses are prohibited unless contemplated in the relevant contractual arrangement with the Third Party, and such contractual arrangement has been reviewed by the Legal Department. In circumstances where reimbursement of expenses is permitted, the Proposer will be responsible for reviewing expense reimbursement requests to ensure that they are supported by the appropriate documentation and consistent with the Agreement and all applicable Ferrovial policies.

Third Parties are prohibited from making any political contributions, donations, sponsorships or patronages, giving any gifts, or providing hospitality for or on behalf of Ferrovial unless contemplated in the relevant contractual arrangement with the Third Party and otherwise permitted by the applicable Ferrovial polic(ies).

VII. MONITORING THE RELATIONSHIP

If, during the term of the Agreement with the Third Party, any Employee or director of Ferrovial becomes aware or has reasonable suspicions that the behavior of the Third Party, any company in its Group of Companies or any of its directors or Employees might breach (i) the Ferrovial's Code of Ethics or Anticorruption Policy, (ii) any applicable anti-corruption legislation, or (iii) might be classified as a crime according to applicable law of the Agreement, they must immediately inform the Ferrovial Compliance Department and/or communicate it through the Ethics Channel.

The Compliance Department will analyze any communications it receives and will forward to the appropriate department, including if applicable the Internal Audit Department, for analysis and investigation, any high-risk matters or those which might be classified as criminal offenses, in accordance with the Policy for the Ethics Channel and for Dealing with Queries, Complaints and Reports.

VIII. VALIDITY

The amendment of this Policy has been approved by the CEO of Ferrovial and will be applicable as from the date of its publication on the Ferrovial intranet.

