

CODE NG.FER.CU-02

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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)
4	15/10/2025	Update to reflect current practices, including modifications to definitions and addition of Responsibilities Clause	Previous version (9/05/2024)

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I. INTRODUCTION

Our values, as set out in the Code of Ethics and Business Conduct (the “**Code of Ethics**”), entail a commitment to the highest standards of integrity, transparency and respect for the law and for human rights.

The Ferrovia Code of Ethics establishes that: “*All Ferrovia Employees must adhere to the principles and, commitments contained in this Code and, subject to applicable law, shall strive to ensure that other individuals or groups that conduct business on behalf of Ferrovia, or with whom Ferrovia has a business relationship, including suppliers, contractors, agents, and other business partners, do likewise.*”

Additionally, the Anticorruption Policy is applicable to “*the behavior of all Directors and Employees of Ferrovia, and their collaborators in the conduct of business, bearing in mind that Ferrovia has implemented a policy of “zero tolerance” for 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 interactions between Ferrovia and Government Officials.*” As such, our relations with Third Parties will be governed by a high-level commitment to ethics and integrity including a zero tolerance for, or absolute rejection of, any practice that qualifies as Corruption.

II. PURPOSE

The purpose 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 purpose of application of this Policy, Public Administrations are not 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 Policy.

III. SCOPE OF APPLICATION

This Policy shall apply to Third Parties with whom Ferrovia intends to enter into an Agreement.

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

In Participating Entities where this Policy 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.

As a general rule, in the event of any discrepancy between this Policy and the local regulations of other jurisdictions, the stricter rule should be applied. 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 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

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

Agent: Any natural or legal person that is duly and expressly authorized by Ferrovial to act on its behalf, including negotiation contracts or agreements before any Government Officials or private individuals, according to a commercial agency agreement. For the avoidance of doubt, this does not apply to attorneys or law firms engaged to represent Ferrovial in legal matters. Nor does it apply to bidding processes where Ferrovial's consortium partner may be authorized to act on behalf of Ferrovial and/or the consortium.

Area: refers to each geographical area of a Business Unit.

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

Board: The Board of Directors of Ferrovial SE.

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

Business Unit: for purposes of this Policy refers to the Construction, Cintra, Airport, Energy and Digital Infrastructure divisions of Ferrovial, as well as Headquarters, or to the following Ferrovial affiliates which have separate frameworks within the IT application for conducting due diligence; NTE, LBJ, NTE35W, I-66 and I-77 concessions of the Cintra Business Unit.

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

Compliance Department: The compliance department of Ferrovial SE.

Customers: A natural or legal person at arm's length from Ferrovial, for whom Ferrovial executes work or provides services in exchange for compensation.

Department: refers to the department within each particular Business Unit in charge of the Agreement.

Director: Members of the governing bodies of Ferrovial SE and members of the governing bodies of the companies that comprise the Ferrovial Group (including supervisory boards or equivalent bodies).

Employees: The employees and executives of Ferrovial.

Ethics Channel: A channel for communication with Ferrovial by which Employees, Directors, and interested third parties can make queries, complaints and reports related to the Ferrovial Code of Ethics and Business Conduct.

Ferrovial or Group: Means Ferrovial SE, the companies forming part of its consolidated group and, in general, all entities under its direct or indirect control. "Control" shall mean the ability to exercise

more than 50% of the voting rights or to appoint or remove a majority of the board, except in companies whose statutorily imposed control structures dictate otherwise and who shall not be considered part of the Group for purposes of this Policy.

Government Official: Any official or employee of a Public Administration; 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 the government are classified as agencies of the 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 departments of companies within the Ferrovial Group.

Level II Supplier: A Supplier that meets one or more of the criteria for a Level II Supplier, as set forth in the Procedure for Due Diligence with Respect to Supplier Integrity.

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; governors and lieutenant governors; 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.

Participating Entities: entities that Ferrovial neither wholly owns nor controls, but in which Ferrovial owns an interest.

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

Policy: Due Diligence Policy with respect to Third Party Integrity

Proposer: The natural person in charge of the Agreement.

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.

Sanctioned Country: means a country or territory that is the target of comprehensive sanctions (listed in [Annex A](#) of the **Sanctions, Export Controls and Antiboycott Policy**).

Sanctioned Person: means (i) a person listed on a sanctions-related list of designated persons, including the OFAC SDN List, the EU Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions, and UK Financial Sanctions Targets lists; (ii) the government of a Sanctioned Country; (iii) a person resident in, organized in, or operating from a Sanctioned Country; or (iv) a person that is 50% or more owned by, controlled by, or acting for or on behalf of any such person.

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: For the purpose of this policy, 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 Level II Suppliers, and Customers (as defined above).

V. RESPONSIBILITIES

- First Line (Employees):

- Management of Third Parties relations:
 - Establish the roles and responsibilities within their organization in order to comply with this Policy and the requirements for applying it.
 - Conduct due diligence on Third Parties as described in Annex I.

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.

- Ensure proper acceptance by Third Parties of the ethical framework set forth herein.
- Maintain records of approvals obtained pursuant to this Policy
- Maintain records of Agreements entered into with Third Parties.
- Monitor all Third Parties as appropriate including reviewing alerts reported by the Application.
- **Second Line (Compliance Department):**
 - Manage risk through implementation and operation of Compliance Program.
 - Update this Policy in line with changes in internal and external regulations, or as otherwise necessary.
 - Manage the Application for the Due Diligence Process.
 - Provide training and awareness programs on this Policy.
 - Provide support to the First Line during the Due Diligence Process, as needed.
- **Third Line (Internal Audit):**
 - Conduct periodic audits to ensure this Policy is being followed.
 - Assess the effectiveness of the controls in place and report findings or recommendations to senior management and Board.

VI. DUE DILIGENCE PROCESS

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 Proposer will perform an Integrity Due Diligence Process (“Due Diligence” or “DD” Process).

Ferrovia will carry out a Due Diligence 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. This Policy and the Due Diligence Process must be understood and applied in conjunction with Ferrovia’s Procedure for Due Diligence with respect to Supplier Integrity and Ferrovia’s Sanctions, Export Controls and Antiboycott Policy. For the ease of review and compliance, quick guides on all such policies and procedures are available at Ferrovia’s intranet.

Annex I describes the Due Diligence Process in detail.

VII. ETHICS CHANNEL

If, during the term of the Agreement with the Third Party, any Employee of Ferrovia 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 (i) breach Ferrovia’s Code of Ethics or

Anticorruption Policy, (ii) breach any applicable anti-corruption legislation, or (iii) 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 directly or via the Ethics Channel and will manage them 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 enter into force from the date of its publication on the Ferrovial intranet.