

CODE: NG.FER.CU-03

TITLE: LOBBYING AND POLITICAL CONTRIBUTIONS
POLICY

VERSION: 3

SCOPE: GENERAL

DATE OF FIRST PUBLICATION: 22/12/2020

CANCELS: PREVIOUS VERSION (9/05/2024)

DATE OF PUBLICATION OF THE CURRENT
VERSION: 15/10/2025

LANGUAGE OF THE ORIGINAL VERSION: ENGLISH

APPROVED BY: CHIEF EXECUTIVE OFFICER (CEO)

ISSUING AREA: COMPLIANCE DEPARTMENT

REVIEW HISTORY

Version	Date of dissemination	Reasons and summary of changes	Cancel/replaces
1	22/12/2020	First version	N/A
2	9/05/2024	Adapt to Dutch and US law as consequence of listing in Nasdaq Stock Exchange and Amsterdam Stock Exchange	Previous Version (22/12/2020)
3	15/10/2025	Update to reflect current practices, including modifications to definitions and addition of Responsibilities Clause.	Previous Version (9/05/2024)

INDEX

I. Introduction.....	2
II. Purpose.....	2
III. Definitions	2
IV. Scope of application	3
V. Responsibilities	4
VI. Lobbying and political contributions overview	5
VII. Lobbying policies and procedures.....	6
VIII. Corporate political contributions	8
IX. Validity.....	9
Annex 1a.....	10
Annex 1b.....	12
Annex 1c	15

I. INTRODUCTION

The Code of Ethics and Business Conduct (the “**Code of Ethics**”) reflects the values of Ferrovial and its commitment to the highest standards of integrity, transparency, respect for the law and human rights. Thus, Ferrovial requires that its business be conducted according to such principles with the utmost respect for all applicable laws, whether national or international.

The Anticorruption Policy of Ferrovial governs the behavior of all directors and Employees of Ferrovial, and their collaborators in the conduct of business, bearing in mind that Ferrovial has implemented a policy of “zero tolerance” of any practice that may be classified as corruption or the giving or receipt of bribes. The Anticorruption Policy governs the interactions between Ferrovial and any person and it is not limited to those between Ferrovial and Government Officials.

Ferrovial engages responsibly with the communities where it operates. At times, Ferrovial may participate in the political processes of those countries through lobbying, issue advocacy and/or political contributions, always bearing in mind the standards set forth in its Code of Ethics and Anticorruption Policy, and in compliance with applicable regulations governing such activity.

II. PURPOSE

The purpose of this Lobbying and Political Contributions Policy (the “**Policy**”) is to establish the standards for constructive political engagement by the Directors and Employees of Ferrovial and to provide a framework to ensure that Ferrovial, its directors and Employees, and Outside Lobbyists, comply with all applicable laws, rules and regulations that relate to lobbying and political contributions.

III. DEFINITIONS

Business Unit: refers to the Construction, Cintra, Airport, Energy and Digital Infrastructure divisions as well as Headquarters of Ferrovial.

Communication and CSR Department: The communication and corporate social responsibility department of Ferrovial SE.

Compliance Department: The compliance department of Ferrovial SE.

Employees: The employees and executives of Ferrovial.

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 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 a public international organization; or a political party, its employees or its candidates. Companies controlled by a 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.

Legal Department: The legal department of any Ferrovia company.

Lobbying: “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 Ferrovia 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 policy 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 a 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 the 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.

Lobbyist: Any person or firm that engages in Lobbying, including, potentially, an Employee, or director of Ferrovia or an Outside Lobbyist.

Outside Lobbyist: Any person or firm that is not employed by Ferrovia that engages in Lobbying on behalf of Ferrovia, excluding trade association lobbyists when lobbying on behalf of the trade association or its members generally. Membership by Ferrovia and/or participation by Ferrovia Employees in a trade association do not constitute engagement of an Outside Lobbyist.

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

Related Party: 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.

Sponsor: The Ferrovia employee responsible for Ferrovia’s relationship with an Outside Lobbyist.

IV. SCOPE OF APPLICATION

This Policy shall apply to:

- Ferrovial SE and all the companies that comprise the Group, whatever their area of business, geographical location or activities;
- Members of the governing bodies of Ferrovial SE and the members of the governing bodies (including supervisory boards and equivalent bodies) of the companies that comprise the Ferrovial Group (“Directors”); and
- Employees of any companies that comprise the Group.

Ferrovial shall strive to ensure 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, Ferrovial 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. However, in the event of conflict between this policy and local regulations, 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 before acting.

V. RESPONSIBILITIES

– First Line (Employees, including Sponsors):

- o Read, understand and apply this Policy as necessary.
- o Familiarize themselves with regulations applicable to them and their actions.
- o Report any violations of this Policy to their manager or their Human Resources Department, to the Ethics Channel or to the Compliance Department
- o The CEO of each Business Unit of Ferrovial is responsible for the engagement, coordination, monitoring and management of Lobbyists and, within the limits of applicable law, for the authorization and approval of political contributions made by or on behalf of Ferrovial.
- o Sponsors must maintain records of all activities under this Policy including contracts with Outside Lobbyists, as well as the monitoring thereof and all relevant approvals.
- o Ensure that all Political Contributions are made only by U.S. citizens or permanent residents.
- o Employees responsible for Political Contributions must maintain records of any Political Contributions and all relevant approvals.

– Second Line (Compliance Department):

- o Update this Policy as necessary to comply with applicable internal and external regulations.
- o Provide training to Employees and Directors regarding the subject matter of this Policy.
- o Operate and maintain the Ethics Channel to receive queries, complaints and reports concerning this Policy.

- o Provide support to the First Line, as needed.
- **Third Line (Internal Audit):**
 - o Conduct periodic audits to ensure that this Lobbying and Contributions Policy is being followed.
 - o Assess the effectiveness of the controls in place and periodically report any findings or recommendations to senior management and the Board of Directors.

VI. LOBBYING AND POLITICAL CONTRIBUTIONS OVERVIEW

VI 1.1. Lobby

1. Lobbying by Ferrovia Employees and Directors:
 - Any Ferrovia Employee or Director may be deemed to have engaged in Lobbying so long as certain thresholds are met. The definition of what qualifies as “Lobbying” varies depending on the jurisdiction.
 - As such, Ferrovia Employees and Directors shall exercise care when engaging with Government Officials. Anyone with questions concerning whether particular contacts with Government Officials constitute Lobbying shall consult with the Legal Department.
2. Lobbying by Outside Lobbyists:
 - Any Ferrovia Employee or Director who wishes to engage an Outside Lobbyist must follow the procedure set forth herein for their engagement, monitoring and termination.

VI 1.2. Political Contributions

Ferrovia does not use corporate funds to make contributions to political parties, political committees or candidates, even where permitted by law - except in the United States, where Ferrovia may make such contributions at the state and local level, always within the limits designated by applicable law, and where all decisions regarding any such contributions shall be made by U.S. citizens or permanent residents, as shown in the table below:

Jurisdiction	Political Contributions Using <u>Corporate Funds</u> – Federal/National	Political Contributions Using <u>Corporate Funds</u> – State/Regional/Local	Political Contributions Using <u>Employee Funds</u> (Political Action Committee PAC)
Global, except U.S.	No	No	No
U.S.	No	Allowed, depends on jurisdiction	Yes, Allowed

VII. LOBBYING POLICIES AND PROCEDURES

Ferrovial's business depends in large part on relationships with the governments of the countries in which it operates. Employees and Directors who interact with governments on behalf of Ferrovial must ensure that all communications, both direct and through intermediaries, are accurate and comply with applicable laws and regulations, including those relative to lobbying and anti-corruption.

1. Lobbying and Compliance with the Law

"Lobbying," which is defined in more detail in the Definitions section of this Policy, may generally be defined as contact with a Government Official with the intention of influencing the outcome of executive, legislative and/or administrative action.

From a statutory and regulatory perspective, "lobbying" is defined in various ways by different countries around the world and, depending on the jurisdiction, can be triggered by non-professional lobbyists engaging in commercial activity.

Any Ferrovial Employee regularly engaging in contacts with Government Officials should consult with the legal department of his/her respective Business Unit to ensure compliance with all applicable laws.

2. Procedure to Engage Outside Lobbyists

Step 1: Selection

Any Sponsor seeking to engage an Outside Lobbyist shall determine the reason for engaging an Outside Lobbyist. Objective information regarding a prospective Outside Lobbyist ("**Candidate**"), such as his/her credentials, qualifications, performance standards, statements of work, etc. shall be compiled. All Candidates must complete the Questionnaire for Lobbyists attached hereto as **Annex 1a**.

Step 2: Legal Review

Upon receipt of a completed Questionnaire for Lobbyists, the Sponsor shall engage with the Legal Department to ensure that the proposed engagement for Lobbying complies with applicable law. The Sponsor shall also confirm that pertinent lobbying registration requirements are met.

Step 3: Due Diligence Procedure for the Integrity of Third Parties

Upon a determination that the proposed engagement of a Candidate is not in conflict with applicable law and applicable lobbying registration requirements have been met, as described above, the Sponsor shall follow the steps relevant to Outside Lobbyists outlined in the Ferrovial Due Diligence Policy for the Integrity of Third Parties (the "**Third-Party Policy**"), including the steps for the resolution of any red flags or concerns. The Sponsor must follow the procedures established by the respective Business Unit for filing and safeguarding the information obtained pursuant to the Third-Party Policy and any authorizations obtained.

Step 4: Contractual Terms and Conditions

Upon successful compliance with the Third Party Policy, the Sponsor shall diligently negotiate an

acceptable agreement with the Candidate, using best efforts to include the terms and conditions reflected in [Annex 1b](#) hereto.

The Candidate shall be informed that (i) no payments will accrue or be paid in advance of an executed agreement and that (ii) the Candidate must strictly adhere to the executed agreement, the Code of Ethics and the Anticorruption Policy, or the Candidate may be subject to legal action by Ferrovial including, but not limited to, termination of the agreement.

Compensation must be in the form of a fixed price or a fixed hourly or daily billing rate for services performed. In certain circumstances, a reasonable monthly retainer may be used. Other compensation structures, such as advances, contingent or success fee-based compensation, are prohibited unless otherwise approved by the CEO of the Business Unit. With respect to Lobbyists in the United States, contingent or success-fee based compensation structures are prohibited in all circumstances. Reimbursement of expenses should be limited to legitimate normal-course business outlays actually incurred by the Outside Lobbyist that are directly related to its representation of Ferrovial and compliant with the Ferrovial Gifts and Hospitality Policy.

Step 5: Monitoring

Sponsors shall conduct monitoring of all Outside Lobbyists to help ensure compliance with this Policy. The Sponsor shall be responsible for ensuring that required monitoring is completed. [Annex 1c](#) sets forth the minimum monitoring requirements for Outside Lobbyists.

Step 6: Agreement Renewal

Approvals of Outside Lobbyists shall be renewed at a maximum of two-year intervals. A one-time extension of up to three months may be made where the renewal approval is in process and the original analysis under the Third-Party Policy did not reveal any adverse findings.

The nature and level of required due diligence and approvals for renewal shall reflect the relative risk presented by the Outside Lobbyist and the materiality of any changes to the identity of the Outside Lobbyist, the proposed scope of work or to the agreement with the Outside Lobbyist.

Step 7: Termination

If, at any time during the application process or the term of representation, the Sponsor or other Ferrovial Employee or Director reasonably believes that a Candidate or Outside Lobbyist has not fully cooperated or will not fully cooperate in due diligence or monitoring, or will not or has not fully complied with the Outside Lobbyist agreement, the Code of Ethics or the Anticorruption Policy, or applicable law, he or she shall notify the Legal Department and the Compliance Department in writing.

3. Gifts, Travel and Entertainment for Government Officials

Global laws, rules and regulations impose significant restrictions on the provision to, and receipt by, Government Officials and their family members of gifts (including gratuities, favors or discounts), travel, meals and entertainment.

Any Ferrovia Employee or Director seeking to give or receive gifts, travel, meals and entertainment or other thing of value to or from a Government Official may only do so in accordance with applicable law and the following policies:

- The Code of Ethics and Business Conduct;
- The Anticorruption Policy;
- The Gifts and Hospitality Policy; and
- Any code of ethics which may have been adopted by a Ferrovia Group company.

In consideration of the above-referenced policies and procedures, the strictest guidance for any particular circumstance must be adhered to.

Ferrovia Employees and Directors must consult the Procedure for Approving and Tracking Patronage, Sponsorship and Donation Projects if a Government Official requests to make or authorize a charitable donation in the name of Ferrovia.

VIII. CORPORATE POLITICAL CONTRIBUTIONS

Ferrovia does not make contributions to political parties, political committees or candidates using corporate funds, even where permitted by law, except in the United States as described in the paragraph below. In accordance with applicable law, all decisions regarding any political contributions made through a Political Action Committee or otherwise shall be made only by U.S. citizens or permanent residents.

In the United States, consistent with U.S. federal law, Ferrovia does not contribute corporate funds to federal candidates, national political party committees or other federal political committees. Ferrovia may contribute corporate funds to U.S. state or local candidates and committees, only where permissible and within the limits designated by state and local laws and regulations, including limitations in so-called “pay-to-play” rules, as further described below.

Political Action Committees¹

Political Action Committees (“PACs”) enable Employees to voluntarily pool their financial resources to support federal, state, and local political candidates and organizations in the United States. PACs are funded exclusively by eligible employees’ voluntary contributions. Employees may not be directly or indirectly reimbursed for PAC contributions. PAC funds may not be used in furtherance of any unlawful, improper or unethical purpose, and no contribution may be given in anticipation of, in recognition of, or in return for an official act. Any decisions to create or to terminate a PAC must be approved in writing by the CEO of the applicable Business Unit of Ferrovia.

¹ Among the companies comprising Ferrovia and the Group, there is currently a single Political Action Committee, the Webber Political Action Committee (“PAC”). From time to time, the non-partisan PAC makes political contributions to support Webber’s public policy objectives. The PAC complies with all applicable laws concerning political contributions, including laws requiring public disclosure of such contributions. PAC contributions and expenditures are publicly disclosed on government-agency websites, including that of the Federal Election Commission (<http://www.fec.gov>).

Pay to Play Disclosure in the United States

Some states require reporting of campaign contributions to any Governmental Official, as well as any contracts with a state or local governmental authority in that state. Depending on state law, Ferrovial may also be required to report any personal campaign contributions made by Ferrovial Employees or Directors and their Related Parties to any Government Official. The purpose of such reporting is to ensure that contributions are not being made by a person (or Related Party) to a Government Official before, during or after the term of a contract that is overseen by that official and to which the contributor (or Related Party) is a party.

Trade Associations

Ferrovial belongs to various trade associations in the global communities where it operates and pays regular dues to such groups. All such memberships shall be managed by the Communication and CSR Department or a similar department of each Business Unit of Ferrovial and/or its respective CEO. Ferrovial's policy is, where possible, not to participate in trade associations' campaign expenditures or contributions to any federal, state or local candidate, ballot measure, party committee, non-candidate organization or organizations under Section 527 of the Internal Revenue Code (USA). Employees who are members of trade associations should be aware of, and conduct themselves in accordance with, Ferrovial's Competition Policy.

IX. VALIDITY

This Lobbying and Political Contributions Policy has been approved by the CEO of Ferrovial and will enter into force from the date of its publication on the Ferrovial Intranet.

ANNEX 1a

Outside Lobbyist Questionnaire

1. Full name or company name:
2. Contact details:
3. Nature of the services being provided:
4. Years of experience:
5. Main office locations:
6. Number of employees:
7. Percentage of employees with managerial responsibilities who have previously worked for the government or who have been Government Officials:
8. Please provide a list of directors and senior executives. (attach additional sheet if necessary):
9. Please list the persons or companies that hold more than 10% of the share capital of the company through which the party entering the agreement operates: (attach additional sheet if necessary)
10. Please provide a general description of your main customers and information regarding how many of them have a relationship with the government or the public authorities:
11. Please tell us whether the Company, its affiliates or any of its employees, directors or senior executives, or the companies in which you hold a stake, are listed on the denied persons list of the U.S. Commerce Department or on the Specially Designated Nationals list of the Office of Foreign Assets Control of the U.S. Department of Treasury or any other sanctions list administered by the OFAC and; the UK Treasury Office of Financial Sanctions (OFSI) sanctions list; the list of persons, groups and entities subject to EU financial sanctions; and the UN

Security Council sanctions list or any other lists relevant to corporations/entities other than the aforementioned control lists:

12. Please disclose whether the Company, its affiliates or any of its employees, directors or senior executives have been convicted or are being investigated for violation of anticorruption laws.

In compliance with applicable data protection regulations, we inform you that [Corporation] (hereinafter “the Controller”) will process your personal data for the management of the contractual relationship with the Outside Lobbyist to manage the legal relationship between you and the Controller. To do so, Ferrovia will process your identification and contact data, professional experience, and office location. The legal basis to process your data is the performance of a contract.

Ferrovia obtains your personal data by means of the Outside Lobbyist Questionnaire, also known as “ANNEX 1a”, the written agreement that describes the scope of the services and the pre-contractual activities parties may undertake. If you provide data relating to a third party, you guarantee that you have informed the third party of the aspects contained in this document and obtained their authorization to provide their data to the Controller for the aforementioned purposes.

The personal data collected by the Controller may be communicated to the Ferrovia Group companies and, for compliance with legal obligations, we may communicate your data to Public Administrations.

The personal data provided will be kept for the period of time determined on the basis of the following criteria: (i) duration of the contractual relationship and attention to any liabilities arising from such relationship; (ii) legal obligation of conservation; and (iii) request for deletion by the interested party in the cases in which it is appropriate.

Data subjects have the right to access their data, rectify, erase them, limit or object their processing in certain cases and may request their portability. To exercise the rights described, you may contact Ferrovia at dpo@ferrovial.com including your contact details and the rights you wish to exercise.

For any additional information on the processing of personal data, you may contact Ferrovia's Data Protection Officer (dpo@ferrovial.com)

Likewise, data subjects may also file a complaint before the competent authority, especially when they have not obtained satisfaction in the exercise of their rights.

By signing below, I certify all information is true and correct to the best of my knowledge:

Signature

Date

ANNEX 1B

CONTRACTUAL TERMS AND CONDITIONS

Contractual Section	Details
Statement of Work	Must be sufficiently detailed to be measurable/auditable
Audit	Lobbyist agrees to provide, upon reasonable notice from Ferrovial, access to its books and records for Ferrovial to assess and verify Lobbyist's accounting practices related to Ferrovial and/or Ferrovial-related transactions.
Document Retention	Lobbyist shall retain and preserve books and records within the scope of Ferrovial's and the Group's audit rights for the later of three (3) years after final payment under the agreement or a longer period required by law. In addition, if the lobbying agreement is completely or partially terminated for any reason, Lobbyist shall retain and preserve all books and records relating to the work terminated for three (3) years after any resulting final termination settlement, and records relating to claims, disputes, or litigation or the settlement of claims arising under or relating to the lobbying agreement shall be made available until such appeals, litigation, or claims are finally resolved.
General Cooperation	Lobbyist agrees to provide and execute: (a) annual certifications of compliance with the lobbying agreement; and (b) such other documents and instruments as may be required by law or for performance of the lobbying agreement.
Reps & Warranties	Lobbyist expressly acknowledges, represents and warrants as of the date of the lobbying agreement and on a continuing basis that, except as otherwise disclosed herein or as promptly notified to Ferrovial in writing: • The information provided in the Questionnaire for Lobbyists is accurate in all respects. • The Lobbyist's owners of record do not hold their interests in trust or for the benefit of others. • Neither the Lobbyist nor any of its officers or employees is a Government Official or agent of any Government Official. • No Ferrovial or Group employee or Government Official holds an ownership, financial, or other interest in Lobbyist or otherwise stands to personally benefit from Lobbyist's representation of Ferrovial. • The lobbying agreement and the work performed do not and will not violate or contravene applicable law, including any restrictions on Lobbyist's employees arising from their former employment with any government. • Lobbyist holds all permits, licenses, and authorizations and has made all registrations and reports necessary to conduct business and represent Ferrovial.

	- Lobbyist has read and will adhere to the Code of Ethics and the Anticorruption Policy. - Compensation payable to Lobbyist under the lobbying agreement is solely for services rendered by Lobbyist to Ferrovia and shall be used by Lobbyist solely for legitimate and lawful business purposes. - Lobbyist has not offered or promised, made or provided, or attempted to make or provide any corrupt payment or any Ferrovia Employee or Government Official with any ownership, financial, or other interest in the Lobbyist. - Ferrovia may rely upon the foregoing representations and warranties in filing any necessary reports in accordance with applicable law. - Lobbyist agrees to promptly notify Ferrovia in writing if the Questionnaire for Lobbyists, any certifications furnished to Ferrovia, or any of the foregoing representations and warranties are no longer valid or accurate in any manner.
Term	Express finite term (maximum 2 years) with automatic expiration unless mutual written extension.
Termination/Suspension	- Termination for convenience upon reasonable advance notice not exceeding 30 days (or other minimum notice period required by applicable law). - Unilateral termination by Ferrovia if: - Lobbyist or any of its directors, officers, or employees is accused of wrongdoing or is debarred or suspended by a government or Government Official. - Lobbyist has breached the lobbying agreement including, without limitation, Lobbyist's failure or refusal to cooperate with any Ferrovia audit or investigation. - Ferrovia have reason to believe that Lobbyist's representation or warranties, the Questionnaire for Lobbyists, or any certificate are no longer valid or inaccurate without prompt written notice and correction, or corroboration, by Lobbyist. - Ferrovia, in its sole discretion, determine that Lobbyist's conduct, or the lobbying agreement, violates or contravenes applicable laws. - Lobbyist becomes insolvent, bankrupt or enters receivership. - Ownership of the Lobbyist changes in a manner in which Ferrovia reasonably determines has either (a) material adverse effect on the lobbying agreement or (b) creates a conflict of interest for the Lobbyist or any

	Ferrovial Employee. - Ferrovial may suspend and terminate payment of compensation due and owing in the event of termination due to Lobbyist's breach of covenants, representations, or warranties and right to recover compensation already paid if covenants, representations, or warranties breached relate to such compensation. - Ferrovial may offset against any compensation due and owing under the lobbying agreement any costs and damages incurred by FerroviaI related to any investigation of Lobbyist's alleged violation of the lobbying agreement or applicable law.
No Agency	Lobbyist is an independent contractor. Lobbying agreement does not create an agent-principal relationship.
No Assignment	Lobbyist shall not assign the lobbying agreement or use any non- employee or other entity to represent FerroviaI without prior written consent of FerroviaI, which FerroviaI or the company may withhold in its sole discretion.
Trademark	The FerroviaI logo or the logo of any company that comprises the Group may not be used without the Communication and CSR Department or similar department of each Business Unit of FerroviaI's prior written approval.
Data Protection	[Company] will process your personal data for the purpose of managing the legal relationship between the controller and the outside lobbyist. You can find more information about this processing activity in Annex 1a (Outside Lobbyist Questionnaire).

ANNEX 1c

Monitoring Requirements

Task	Explanation	Objective
Annual internet search as set forth in the Third-Party Policy	The Third-Party Policy allows for the monitoring of Third Parties.	Confirm no materially adverse information about Candidate/principals.
Annual Sponsor Certification (see form below)	Sponsor must certify that Lobbyist has completed the Annual Lobbyist Certification.	Confirm that the Lobbyist Certification was received by the Sponsor.
Annual Lobbyist Certification (see form below)	Lobbyist's completed certification as to the continued accuracy of the Questionnaire for Lobbyists and of the reps and warranties in the lobbying agreement and as to its continued compliance with the Code of Ethics and the Anticorruption Policy.	Confirm that Lobbyist makes the certification and there are no material adverse changes.
Monthly Lobbyist Invoices	Sponsor must certify that all received/paid invoices comply with the lobbying agreement and provide a detailed breakdown of relevant lobbying activities.	Confirm, as a condition precedent to payment, that each invoice provides a detailed summary of activities undertaken in the invoiced period.

Form of Annual Sponsor Certification

I, _____, hereby certify that, as of the date indicated below, as
Sponsor of that certain lobbying agreement entitled
_____ dated as of _____,
I have received the Annual Lobbyist Certification from
_____, on behalf of the Lobbyist.

By: _____

Name: _____

Date: _____

Form of Annual Lobbyist's Certification

Pursuant to that certain [NAME OF AGREEMENT] dated as of [DATE] ("Agreement"), I, on behalf of the "Lobbyist" under the Agreement, hereby certify as to the following:

- (1) The information contained in the Lobbyist's Questionnaire dated as of [DATE] remains accurate and true except for the following information (if none, write "N/A" below):

- (2) The Representations and Warranties in [Section XX] of the Agreement remain accurate and true except for the following information (if none, write "N/A" below):

- (3) Lobbyist has complied, and continues to comply, with the [Ferrovial Code of Ethics and Anticorruption Policy].

By: _____

Name: _____

Title: _____

Date: _____