

**CODE:** NG.FER.CU– 003

**TITLE:** LOBBYING AND POLITICAL CONTRIBUTIONS POLICY

**VERSION:** 1

**SCOPE:** GENERAL

**LAST REVIEW:** N/A

**SUPERSEDES:** N/A

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**Review History**

<b>Version</b>	<b>Date of dissemination</b>	<b>Reasons and summary of changes</b>	<b>Cancel/replaces</b>
1	22-12-2020	N/A	N/A

**I. INTRODUCTION**

The Corporate Code of Ethics reflects the values of Ferrovial, S.A. and its commitment to the highest standards of integrity, transparency, respect for the law and human rights. Ferrovial requires that its business be conducted according to such principles with the utmost respect for all applicable laws.

The Anticorruption Policy of Ferrovial governs the behavior of all employees, executives and directors 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 – not just Government Officials.

Ferrovial engages responsibly with the communities where its employees and executives live and work. At times, Ferrovial may participate in the political process through lobbying, issue advocacy and/or political contributions, always bearing in mind the standards set forth in its Corporate Code of Ethics and Anticorruption Policy, and in compliance with applicable laws governing such activity.

**II. PURPOSE**

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

### III. SCOPE OF APPLICATION

This policy applies to Ferrovia and all employees, executives and directors thereof, worldwide

With respect to entities that Ferrovia owns or controls, Ferrovia will ensure that such entities have adopted, in substantial part, the guidelines and requirements envisaged in this Policy, subject to the applicable jurisdictions of each entity.

In the case of subsidiaries where this Policy is not applicable by its terms, Ferrovia will strive to ensure that their respective decision-making bodies apply similar procedures or policies that are adapted to their specific circumstances.

### IV. RESPONSIBILITY

The CEO of each business unit of Ferrovia is responsible for the engagement, coordination, monitoring and management of Lobbyists and for the authorization and approval of political contributions made by or on behalf of Ferrovia.

### V. LOBBYING AND POLITICAL CONTRIBUTIONS OVERVIEW

#### V 1.1. Lobby

- Lobbying by Ferrovia employees and executives:
  - Any Ferrovia employee or executive 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, executives 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.
- Lobbying by Outside Lobbyists:
  - Any Ferrovia employee or executive who wishes to engage an Outside Lobbyist must follow the procedure set forth herein for their engagement, monitoring and termination.

#### V 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, as shown in the table below:

Jurisdiction	Political Contributions Using Corporate Funds – Federal/National	Political Contributions Using Corporate Funds – State/Regional/Local	Political Contributions Using Employee Funds (Political Action Committee PAC)
Global, except U.S.	NO	NO	NO
U.S.	NO	ALLOWED, DEPENDS ON JURISDICTION	YES, ALLOWED

**VI. DEFINITIONS**

**Ferrovial:** Both the company Ferrovial, S.A. and the consolidated group headed by such company, which includes all companies that are directly or indirectly controlled by Ferrovial, S.A. For this purpose, “control” is deemed to exist when the majority of voting rights are held in the governing body.

**Government Official:** Any officer or employee of a government, department, agency, legislature, judiciary, public international body or organization; any person who exercises a public function or acts in an official capacity for a government or public international organization; and any political party, party official or candidate. A government body includes a company that is controlled by a government. Examples of Government Officials include (i) federal, state, regional and municipal employees; (ii) employees of public international organizations (e.g., World Bank, United Nations); (iii) candidates for political office; (iv) members of a royal family or employees of a sovereign wealth fund; and (v) employees of any company directly or indirectly controlled by a state or state agency.

**Lobbying:** “Lobbying” has specific definitions under U.S. state and federal law as well as the laws of 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, 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; 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, executive or director of Ferrovial or an Outside Lobbyist.

**Outside Lobbyist:** Any person or firm that is not employed by or affiliated with Ferrovial that engages in Lobbying on behalf of Ferrovial but does not include trade association lobbyists when lobbying on behalf of the trade association or its members generally. Membership by Ferrovial, and participation by Ferrovial employees or executives in a trade association does not constitute engagement of an Outside Lobbyist.

**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 Ferrovial employee or executive responsible for Ferrovial's relationship with an Outside Lobbyist.

## VII. LOBBYING POLICIES AND PROCEDURES

Ferrovial's business depends in large part on relationships with the governments of the countries in which it operates. Ferrovial therefore undertakes to maintain open and honest communication with its government partners. Employees 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 or executive 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 when and why it is necessary or advantageous to utilize an Outside Lobbyist rather than or in addition to Ferrovial employees or executives. 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 "**Due Diligence 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 Due Diligence Policy and any authorizations obtained.

### Step 4: Contractual Terms and Conditions

Upon a successful completion of the Due Diligence 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 Corporate Code of Ethics and the Anticorruption Policy or risk all 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 a member of Ferrovial Executive Committee. 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 & Hospitality Policy.

#### Step 5: Monitoring

Sponsors shall conduct monitoring of all Outside Lobbyists to help ensure compliance with the letter and spirit of this Policy. The nature and extent of monitoring shall reflect the relative inherent risk presented by the Outside Lobbyist, and the Sponsor shall be primarily responsible and accountable 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 Due Diligence 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 Lobbyist Agreement.

#### Step 7: Termination

If, at any time during the application process or the term of representation, the Sponsor or other Ferrovial employee or executive 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 Ferrovial Corporate Code of Ethics or Anticorruption Policy or applicable law, he or she shall notify the Legal Department and the Compliance Department in writing.

### **3. Gifts, Travel & 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 Ferrovial employee, executive 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:

- Ferrovial Code of Business Ethics
- Anticorruption Policy
- Gifts and Hospitality Policy

- Any Local Code of Ethics which may have been adopted by the applicable business unit of Ferrovia.

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

Ferrovia employees, executives and directors must consult the Approval and Monitoring Procedure for Sponsorship, Patronage or Donation Projects if requested by a Government Official 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 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.

All political contributions made by or on behalf of Ferrovia, including through a Political Action Committee, must be approved by the CEO of the respective business unit of Ferrovia.

### Political Action Committees<sup>1</sup>

Political Action Committees (PACs) enable employees and executives 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.

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<sup>1</sup> Among the companies comprising Ferrovia, 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, Ferroviai may also be required to report any personal campaign contributions made by Ferroviai employees, executives or directors and their spouses and minor children 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

Ferroviai 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 Corporate Affairs Department or similar of each business unit of Ferroviai and/or its respective CEO. Ferroviai's policy is, where possible, to opt out of trade associations' participation in 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).



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 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

[Company] is a subsidiary of Ferrovial, S.A. that, as a Data Controller, will process your data for the purpose of managing the legal relationship between the Controller and you and, in particular, to analyze your credentials, qualifications, professional experience, among other aspects, in the selection process as an outside lobbyist. You may exercise your rights of access, rectification, erasure, restriction of processing, portability, object or filing a complaint to the Spanish Agency of Data Protection. You can find more information about this processing activity in our privacy policy at <https://www.ferrovial.com/en/privacy-policy/>.

**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**

<b>Contractual Section</b>	<b>Details</b>
<b>Statement of Work</b>	Must be sufficiently detailed to be measurable/auditable
<b>Audit</b>	Lobbyist agrees to provide, upon reasonable notice from Ferrovia, access to its books and records for Ferrovia to assess and verify Lobbyist’s accounting practices related to Ferrovia and Ferrovia-related transactions
<b>Document Retention</b>	Lobbyist shall retain and preserve books and records within the scope of Ferrovia’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.
<b>General Cooperation</b>	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.
<b>Reps &amp; Warranties</b>	<p>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 Ferrovia in writing:</p> <ul style="list-style-type: none"> <li>• The information provided in the Questionnaire for Lobbyists is accurate in all respects</li> <li>• The Lobbyist’s owners of record do not hold their interests in trust or for the benefit of others</li> <li>• Neither the Lobbyist nor any of its officers or employees is a Government Official or agent of any Government Official</li> <li>• No Ferrovia employee or Government Official holds an ownership, financial, or other interest in Lobbyist or otherwise stands to personally benefit from Lobbyist’s representation of Ferrovia</li> <li>• 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</li> <li>• Lobbyist holds all permits, licenses, and authorizations and has made all registrations and reports necessary to conduct business and represent Ferrovia</li> </ul>

	<ul style="list-style-type: none"> <li>• Lobbyist has read and adheres to the Ferrovial Corporate Code of Ethics and the Anticorruption Policy</li> <li>• Compensation payable to Lobbyist under the lobbying agreement is solely for services rendered by Lobbyist to Ferrovial and shall be used by Lobbyist solely for legitimate and lawful business purposes</li> <li>• Lobbyist has not offered or promised, made or provided, or attempted to make or provide any corrupt payment or any Ferrovial employee or Government Official with any ownership, financial, or other interest in Lobbyist</li> <li>• Ferrovial may rely upon the foregoing representations and warranties in filing any necessary reports in accordance with applicable law</li> <li>• Lobbyist agrees to promptly notify Ferrovial in writing if the Questionnaire for Lobbyists, any certifications furnished to Ferrovial, or any of the foregoing representations and warranties are no longer valid or accurate in any manner.</li> </ul>
<b>Term</b>	Express finite term (maximum 2 years) with automatic expiration unless mutual written extension.
<b>Termination/Suspension</b>	<ul style="list-style-type: none"> <li>• Termination for convenience upon reasonable advance notice not exceeding 30 days (or other minimum notice period required by applicable law)</li> <li>• Unilateral termination by Ferrovial if:             <ul style="list-style-type: none"> <li>○ Lobbyist or any of its directors, officers, or employees is accused of wrongdoing or is debarred or suspended by a Government or Government Official</li> <li>○ Lobbyist has breached the lobbying agreement including, without limitation, Lobbyist’s failure or refusal to cooperate with any Ferrovial audit or investigation</li> <li>○ Ferrovial has 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</li> <li>○ Ferrovial, in its sole discretion, determines that Lobbyist’s conduct, or the lobbying agreement, violates or contravenes applicable laws</li> <li>○ Lobbyist becomes insolvent, bankrupt or enters receivership</li> <li>○ Ownership of the Lobbyist changes in a manner in which Ferrovial reasonably determines has either (a) material adverse effect on the lobbying agreement or (b) creates a conflict of interest for the Lobbyist or any</li> </ul> </li> </ul>

	<p>Ferrovial employee.</p> <ul style="list-style-type: none"> <li>• Ferrovia 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.</li> <li>• Ferrovia may offset against any compensation due and owing under the lobbying agreement any costs and damages incurred by Ferrovia related to any investigation of Lobbyist's alleged violation of the lobbying agreement or applicable law.</li> </ul>
<b>No Agency</b>	Lobbyist is an independent contractor. Lobbying agreement does not create agent-principal relationship.
<b>No Assignment</b>	Lobbyist shall not assign the lobbying agreement or use any non-employee or other entity to represent Ferrovia without prior written consent of Ferrovia, which Ferrovia may withhold in its sole discretion.
<b>Trademark</b>	The Ferrovia logo may not be used without the Sponsor's prior written approval.
<b>Data Protection</b>	[Company] is a subsidiary of Ferrovia, S.A. that, as Data Controller, will process your personal data for the purpose of managing the legal relationship between the controller and the outside lobbyist. You may exercise your rights of access, rectification, erasure, restriction of processing, portability, object or filing a complaint to the Spanish Agency of Data Protection. You can find more information about this processing activity in our privacy policy at <a href="https://www.ferrovial.com/en/privacy-policy/">https://www.ferrovial.com/en/privacy-policy/</a> .

ANNEX 1c

**Monitoring Requirements**

<b>Task</b>	<b>Explanation</b>	<b>Objective</b>
<b>Annual internet search as set forth in the Due Diligence Policy</b>	The Due Diligence Policy allows for the monitoring of Third Parties.	Confirm no materially adverse information about Candidate/principals
<b>Annual Sponsor Certification (see form below)</b>	Sponsor must certify that Lobbyist has completed the Annual Lobbyist Certification	Confirm that the Lobbyist Certification was received by the Sponsor
<b>Annual Lobbyist Certification (see form below)</b>	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 Ferrovial Corporate Code of Ethics and the Anticorruption Policy.	Confirm that Lobbyist makes the certification and there are no material adverse changes
<b>Monthly Lobbyist Invoices</b>	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 \_\_\_\_\_, that I have received the Annual Lobbying 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 Corporate Code of Ethics and Anticorruption Policy].

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_