

## VINCI EUROPEAN WORKS COUNCIL AGREEMENT

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Between

The undersigned,

The **Special Negotiating Group** formed in accordance with the second paragraph of Article 11 of the VINCI European Works Council agreement of 13 March 2022 by:

➤ the negotiating representatives appointed by the European Federation of Building and Wood Workers (FETBB):

|            |                   |
|------------|-------------------|
| [REDACTED] | (FRANCE)          |
| [REDACTED] | (FRANCE)          |
| [REDACTED] | (PORTUGAL)        |
| [REDACTED] | (GERMANY)         |
| [REDACTED] | (BELGIUM)         |
| [REDACTED] | (POLAND)          |
| [REDACTED] | (THE NETHERLANDS) |
| [REDACTED] | (CZECH REPUBLIC)  |
| [REDACTED] | (FRANCE)          |
| [REDACTED] | (SPAIN)           |
| [REDACTED] | (UNITED KINGDOM)  |

[REDACTED] capacity as Secretary General, on behalf of the FETBB,  
a co-signatory to this document,

➤ the negotiating representative appointed by the European Federation of Managers in the Construction Industry (FECC):

|            |          |
|------------|----------|
| [REDACTED] | (FRANCE) |
|------------|----------|

[REDACTED] is capacity as Secretary General of the FECC, a co-signatory  
to this document,

and assisted by the following experts whose terms of office have been confirmed by their Federation:

|            |         |
|------------|---------|
| [REDACTED] | (FETBB) |
| [REDACTED] | (FECC)  |

and

on the one hand,

The **VINCI Group** [REDACTED] up's Director of Human Resources and duly  
authorised in that capacity,

on the other,

the VINCI European Works Council Agreement was signed today as follows:

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## PREAMBLE:

The signatories to this agreement agree, as a preliminary matter, to note that:

- established in 2002 pursuant to Article 6 of European Directive 94/45/EC of 22 September 1994, the VINCI European Works Council has become a key forum for information and dialogue among employee representatives at European level. Its primary objective, in line with that of Directive 2009/38/EC of 6 May 2009, is to improve workers' rights to information and consultation;
- the exchange of views and dialogue, as provided for in this agreement, have always been practiced within the VINCI European Works Council and will continue to be so, in a manner and with content that allow employee representatives to express an opinion, based on the information provided, on the measures proposed by Management, in accordance with the aforementioned objective of European Directive 2009/38/EC of 6 May 2009, transposed into French law by Order No. 2011-1328 of 20 October 2011.

Bearing this in mind, and while reaffirming below the founding principles, responsibilities, and operating rules of the VINCI European Works Council, which have enabled this body to operate effectively and which today serve as undeniable guarantees of its long-term viability, the signatories to this agreement have decided to make certain amendments to the agreement of 13 September 2022, to strengthen the efficiency of said body, which serves as an indispensable channel for the social dialogue policy implemented across all European subsidiaries of the VINCI Group.

The signatories share the conviction that an effective and active employee representation is an essential factor in the success of the companies in the VINCI Group and its employees.

This representation, which is key to establishing the high-quality social dialogue required for the challenges of the Group, is a vehicle for employees to express their expectations and suggestions. It promotes transparency and fosters discussions about business projects and the economic, social, and environmental choices they entail, all in the service of our customers, while involving employees to engage them and help them grow as these changes unfold.

The European Works Council serves as a forum for information, consultation, discussion, and dialogue between Management and employee representatives regarding the Group's strategy and its social, environmental, and economic policies. It complements the mechanisms in place at each company, as well as any other forums for dialogue that may be established there. It contributes to the effectiveness of high-quality social dialogue and to addressing challenges related to overall social, environmental, and economic performance.

Definitions: (in accordance with Directive 2009/38/EC of the European Parliament and of the Council of 6 May 2009)

Information refers to the employer's provision of data to employee representatives to enable them to become familiar with the subject at hand and examine it; information must be provided at an appropriate time, in an appropriate manner, and with appropriate content, enabling employee representatives, in particular, to conduct a thorough assessment of the potential impact and to prepare, where appropriate, consultations with the competent body of the community-wide undertaking or community-wide group of undertakings.

Consultation is the establishment of a dialogue and exchange of views between employee representatives and central management or any other more appropriate level of management, at a time, in a manner and with content which enables employee representatives, on the basis of the information provided and within a reasonable time, to express an opinion concerning the proposed measures which are the subject of the consultation, without prejudice to the responsibilities of management, which may be taken into account within the community-wide undertaking or community-wide group of undertakings.

It has therefore been decided as follows:

#### **ARTICLE 1 - SCOPE OF APPLICATION**

The scope of representation of the VINCI European Works Council consists of VINCI S.A. and all subsidiaries and sub-subsidiaries controlled by it within the European Economic Area, as well as in the United Kingdom and Switzerland.

In the event that the scope of the VINCI Group were to expand to include countries in the process of joining the European Union, and pending their integration into the EU, an observer seat may be granted to each country that meets the conditions set forth in Article 2.1, subject to the approval of the Select Committee and Management. This observer seat will become a full membership seat once the country has been admitted to the European Union under the conditions set forth below.

In the event of an effective exit of a country from the European Union during the term of the agreement, the terms of office will be maintained until the expiry of their initial term, and the situation of the country concerned will be reviewed by the signatories.

The list of companies, including their workforce numbers and the countries involved, is as of 30 June 2026 and is attached to this agreement (Appendix 1).

For any reference to workforce numbers in this document, and unless otherwise specified, the parties agree that, for the term of this agreement, the workforce numbers as of 30 June 2026, shall be used as the basis.

In the event of a significant change in the scope of the agreement during its term, the parties agree to the following provisions:

- if a company exits the scope of the agreement during a term of office, the members belonging to that company appointed to represent it within the EWC, automatically lose their mandates and are replaced in accordance with the rules provided for in the present agreement;
- when a company falls within the scope of the agreement during the term of office, if the company is located in a European country that already has full members on the EWC, those members will

also represent its employees until the body is renewed; otherwise, additional members may be appointed in accordance with the rules set forth in Article 2.1 of this agreement.

If, during the term of office, and no later than one year before the end of the term, the Group's scope were to change significantly, Management will inform the VINCI European Works Council and, in consultation with it, examine any necessary changes to its scope of representation.

## **ARTICLE 2 - COMPOSITION**

### **2.1: Employee representatives from Group companies**

The European Works Council is composed of 31 (thirty-one) full members and 31 (thirty-one) alternate members.

Each country within the scope of representation of the VINCI European Works Council, as listed in Appendix 1, that has workforce numbers of at least 500 (five hundred) employees is entitled to one seat on the European Works Council.

The remaining seats are then allocated proportionally based on the workforce numbers in each country as of 30 June 2026, with the aim of ensuring that the members of the VINCI European Works Council provide a balanced representation of the VINCI Group's workforce, in terms of employee categories, gender, and business units represented.

No country may have a number of seats exceeding the absolute majority. The remaining seats, after this rule has been applied, will be allocated by country based on the largest remaining workforce, in accordance with the distribution of the workforce as of 30 June 2026.

Countries that, as a result of the application of these rules, do not hold a seat on the Committee will receive support and guidance from all members of the Committee, and particularly from the members of the Select Committee.

If any seats remain vacant as of the date of the first meeting of the Select Committee, those seats will be reallocated among the countries with more than 20,000 (twenty thousand) employees, at the rate of one seat per country, starting with the country that has the largest number of employees. If a country whose seat has been reassigned were to appoint a representative during the term of office, that representative may claim the seat that was originally assigned to the country. In this case, the country or countries with more than 20,000 (twenty thousand) employees must give up their additional seat, starting with the one that has the smallest workforce.

In the event that a country in which the VINCI Group operates with a workforce of at least 500 (five hundred) employees were to become a member of the European Economic Area, that country would, upon an official request by the Select Committee, be entitled to a seat as a full member on the European Works Council. The allocation of this seat, in addition to the existing seats, shall not result in the number of members referred to in paragraph 1 of Article 2.1 of this agreement exceeding 34.

The members of the VINCI European Works Council must hold an elected or trade union office in the company or Business Unit of VINCI Group in which they are employed, in accordance with the regulations of each country.

The members of the VINCI European Works Council are appointed for a term of 4 (four) years, from 1 January 2027 until 31 December 2030. Terms of office do not end before this date except in the following situations:

- departure from the Group's workforce;
- a clear and unequivocal resignation from the European Works Council;
- loss of an elected office or removal from a union position by the organisation or entity that appointed the individual;
- the employee's company is no longer part of the Group.

Under these circumstances, the full member representatives are automatically replaced by their alternates.

The Select Committee is notified by VINCI management of any departures of employee representatives from this Committee.

When a country has only one full member and one alternate, the alternate automatically takes the full member's place, and a nomination process to replace the alternate is organised in that country.

To avoid any difficulties in identifying the representative who would be the first to replace the full member, when a country has multiple full members and alternates, the alternate for each full member is clearly identified in the nominations made by the European federations. A nomination process is then carried out to fill the vacant alternate position once the full member has been replaced.

In any case, should a seat become permanently vacant, it is the responsibility of the Select Committee to take steps to fill that vacancy by maintaining a connection with the country in question and by working, to the best of its ability and as soon as possible, to identify a new member.

## **2.2: Procedure for Appointing Employee Representatives**

The appointment of employee representatives to the VINCI European Works Council shall be performed in accordance with the procedures provided for by the laws of each country.

The VINCI Management shall be informed in writing of each appointment by the FETBB or by the FECC, European trade unions the purpose of which encompasses the majority of the VINCI Group's business.

No member may be appointed by the Management.

The Select Committee of the VINCI European Works Council and the European Federations that are co-signatories to this agreement will make every effort to ensure that all allocated seats are filled.

In accordance with the accepted definitions on this subject, it is established that gender balance will be achieved when 40 percent of the underrepresented gender is appointed among the representatives on the body. If this objective is not met, the European Works Council shall explain the reasons in writing to any employees who request such an explanation.

If, during the term of office, a country for which no appointment has yet been made expresses a desire to fill its vacant seat, the Select Committee shall, in consultation with the Management, review the allocation of terms within the limits and under the conditions set forth in Article 2.1 of this agreement.

### **2.3: Representation of VINCI Group Management**

On behalf of Group Management, the Chairman and Chief Executive Officer of VINCI, or the Chief Executive Officer, in the event that these roles are separated, shall chair the European Works Council. He shall attend the meetings. He may delegate all or part of his chairmanship. He is assisted by the Group's Director of Human Resources and Director of Social Affairs, who serve in an advisory capacity, as well as by any Group executive whose presence helps enrich the discussion on the items on the agenda.

### **ARTICLE 3 - PROTECTIONS FOR EMPLOYEE REPRESENTATIVES**

In accordance with commitment No. 6 of the Manifesto, the parties reaffirm their commitment to upholding all protections and guarantees provided by law, particularly with regard to non-discrimination in employment, access to training, remuneration, and professional development for any person holding office.

During their term of office, the members of the VINCI European Works Council shall be entitled to the protective measures or guarantees which are conferred on them by the legislative or contractual systems in force in the country in which they are employees. The activities carried out by the members in the course of their duties for the European Works Council may under no circumstances give rise to discrimination, disciplinary action or dismissal. This protection may extend beyond the term of office in accordance with local laws.

In the event that a current member of the EWC is subject to termination proceedings, Management agrees to inform the EWC's Select Committee as soon as possible, while ensuring compliance with local laws.

For the duration of their term, EWC members are also covered by insurance, paid for by management, that covers all business travel undertaken as part of the European Works Council's duties (including, but not limited to, accidents, illness, death, travel incidents, assaults, and health or political crises).

Members of the Special Negotiating Group benefit from the protections or guarantees conferred upon them by the legislative or contractual provisions in force in the country where they are employed. Members' activities within the Special Negotiating Group (SNG) shall under no circumstances result in discrimination, disciplinary action, or termination.

### **ARTICLE 4 - DUTIES AND AUTHORITY**

#### **4.1: General responsibilities**

The members of the European Works Council represent all employees of the Group within the Council's scope. They share with their home countries and companies the information they receive from VINCI group Management, with the exception of information expressly designated as confidential.

Within the scope of the responsibilities specified in the agreement, it is the duty of every member:

- to inform employees of the activities carried out by the VINCI EWC;
- to forward to the Select Committee any questions from members or employees that fall within the EWC's area of responsibility;
- to participate in the projects or studies approved by the VINCI EWC;

- to stay informed about the economic and social situation of the VINCI Group in their country;
- to coordinate, within his or her country, with all employees of the Group's companies operating there, beyond the scope of his or her own parent organisation;
- to comply with his obligation of professional secrecy and discretion when, by virtue of his position on the European Works Council, he becomes aware of certain information and/or data that is confidential and/or sensitive to the Group and presented as such by Management.

#### **4.2: Transnational jurisdiction**

The VINCI European Works Council is a forum for dialogue between employee representatives and VINCI Management that facilitates an exchange of views and establishes a dialogue at a time, in a manner and with content that allow those concerned to express, based on information provided within a reasonable timeframe, an opinion regarding the measures subject to consultation, as defined in Article L. 2341-6 of the French Employment Code.

These discussions fall within the scope of the VINCI European Works Council, specifically regarding transnational issues that arise within its scope. For the purposes of this agreement, the matters defined as transnational are those:

- concerning the whole VINCI Group;
- concerning one of its divisions but likely to have consequences in at least two countries of the VINCI European Works Council;
- concerning at least two companies or establishments of the Group located in two different countries within the scope of the VINCI European Works Council;
- concerning issues that are recognised as being of major importance to all employees working within the scope of the VINCI European Works Council.

Information and consultation, as defined in the preamble to this agreement, shall take place in accordance with the conditions set forth in Articles 4.3 and 4.4, respectively. To ensure effective social dialogue throughout the key stages of the Group's life and development, it is also provided that the VINCI European Works Council may be consulted in the event of exceptional circumstances as defined in Article 4.5 of this agreement.

#### **4.3: Information**

Each year, during its meetings, the VINCI European Works Council is informed about:

- 1) the structure of VINCI Group;
- 2) the Group's economic and financial situation;
- 3) the likely future development of its operations and investments;
- 4) the likely trends in employment and any workforce adjustment measures that might result;
- 5) the Group's workforce as at 31 December of each financial year;
- 6) any significant social impacts resulting from the acquisitions or divestitures of businesses referred to in the third bullet point of Article 6.3;
- 7) performance metrics for acquired companies (for a period of 5 years after consolidation);
- 8) monitoring the commitments set forth in the VINCI Manifesto (particularly regarding environmental, social, and health and safety performance).

This information is presented, within the scope of the European Works Council (EWC), on a consolidated basis at the Group level and by business unit.

The Group's whistleblowing system is also reviewed during one of the annual plenary meetings. Members will be provided with the following confidential information:

- an annual report on the Group's whistleblowing system in a consolidated, anonymised, or pseudonymised format that does not allow for the identification of the individuals concerned, specifying the number of admissible reports broken down by topic;
- the number of inadmissible reports;
- any other relevant information related to the reports.

The parties have agreed that this information will be shared with the Select Committee and the European Works Council via the dedicated platform.

This list is not exhaustive; representatives may request additional information from Management regarding transnational issues that they deem relevant to the performance of their duties.

#### **4.4: Consultation**

Once a year, the VINCI European Works Council is consulted during its plenary meeting held in the first half of the year, in particular on the following matters:

- 1) Its economic and financial situation;
- 2) VINCI Group's strategy and growth areas;
- 3) Its significant investments;
- 4) The likely employment outlook.

To enable the members of the VINCI European Works Council to make informed decisions, whether in plenary session or under exceptional circumstances as defined in Article 4.5 below, Management shall provide them, at least three weeks prior to the meeting date, with the VINCI Group's annual report as well as a specific report covering all of these issues.

This report is provided in each participant's language, directly on the communication platform designed specifically for this purpose.

A debate takes place during a plenary session, and the consultation concludes with a vote. The resulting Council opinion is set out formally in writing. The minutes are drawn up by the Secretary and distributed to the members of the VINCI European Works Council after they have been approved by the Select Committee. In this regard, it should be noted that any consultation requires EWC representatives to issue an opinion on the matters presented to them. This opinion must be supported by reasons. In any event, once the European Works Council has been provided with all the information relevant to the matter, it will be deemed to have been duly consulted.

When it issues an opinion, the EWC is free to include reservations and/or comments.

It should be remembered that while such opinions are necessarily taken into account by Management when addressing the issues raised, the latter is not legally bound by its contents.

To ensure the smooth administration of the EWC and to take into account the deadlines associated with the projects presented to it, the principle is that the opinion is to be issued, as far as possible, on the same day

as the meeting. After a period of 7 calendar days following the meeting, the Committee shall be deemed to have been duly consulted.

#### 4.5: Exceptional Circumstances

##### 4.5.1 Framework for consultations in the event of exceptional circumstances

The VINCI European Works Council also has jurisdiction in the event of exceptional circumstances arising within its scope that significantly affect the interests of employees, so as to provide meaningful support for VINCI's major developments within a framework of social dialogue, in particular by allowing for the convening of special meetings, in addition to those established by this agreement.

In accordance with the definition in Article 4.2, only transnational issues are addressed in this context; issues or measures implemented on a country-by-country or entity-by-entity basis, which fall under the exclusive jurisdiction of local employee representative bodies, are not addressed here.

The meetings required for this consultation (extraordinary or otherwise), are planned in such a way as to occur at a time that allows the Management to provide substantial information to representatives and, in any case, before the final implementation of the measure. They can, if necessary, take place by videoconference, in accordance with the conditions set out in the present agreement.

The need to call an extraordinary meeting is determined by mutual agreement between Management and the Select Committee, based on the Group's specific current needs.

In the event of exceptional circumstances, the VINCI European Works Council shall be consulted on all subjects governed by an agreement between Management and the Select Committee. The requests made by members of the Council shall receive a substantiated reply from Management.

In this context, without these exceptional circumstances being exhaustive, the parties agree that the VINCI European Works Council shall automatically be consulted on grounds of exceptional circumstances in the following cases:

- 1) In the event of the acquisition or divestiture of a company or a group of companies with total revenue of at least 600 (six hundred) million euros, regardless of the workforce number involved and whether or not those employees are located in more than one country.
- 2) In the event of the acquisition or divestiture of a group of companies with total revenue of at least 400 (four hundred) million euros, provided that it involves companies or establishments located in at least two countries falling within the scope of this agreement and affects at least 200 (two hundred) employees in at least two of the aforementioned countries.
- 3) In the event of the acquisition of a company with at least 1,200 (one thousand two hundred) employees, or the divestiture of a company with at least 500 (five hundred) employees, regardless of revenue and whether or not the employees are located in more than one country.
- 4) In the case of the acquisition or divestiture of a company or a group of companies corresponding to the development of a new strategy by the Group having a major impact on employment and the organisational structure.

The term "development of a new strategy" should be understood to mean a significant investment (or, conversely, a withdrawal) in a line of business or sector in which the Group had not previously

been active or had not declared, during the annual consultation, any intention to pursue such a position.

Unless circumstances prevent it, this consultation is preceded by the timely distribution of a document that allows members to prepare effectively for the consultation.

It should be noted that the terms and conditions set forth above are subject to a legislative framework that, under French and/or European competition law, imposes restrictions regarding the nature, recipients, and the disclosure of information in connection with proposed acquisitions or divestitures of businesses. These restrictions are intended to ensure compliance with the principles of free and fair competition and the protection of personal data.

In this context, and barring any special circumstances arising from the regulations mentioned above, consultations with the European Works Council are, in principle, held between the *signing* phase, which formalises the terms of the sale, and the *closing* phase, which allows the transaction to be executed in accordance with the terms agreed upon by the parties. In fact, this period allows the Group to gather sufficient information to initiate a consultation and enables the Committee to issue its opinion before the transaction is actually carried out.

However, when, due to the application of current regulations, such a process does not require the involvement of competition authorities, this timeline shall not apply, and the consultation procedures will be adjusted accordingly.

#### 4.5.2 Procedures for consultations in the event of exceptional circumstances

For all cases expressly referred to in Article 4.5.1 of this agreement, unless circumstances preclude it, a document containing the information necessary for consultation shall be published by Management three weeks before the plenary meeting and in a timely manner on the dedicated platform.

To facilitate the identification of the information necessary to issue an informed opinion on the terms of the proposed transaction, a list of all such information is attached to this agreement (Appendices 2 and 3).

Prior to their meeting, members review these documents and may request additional information from Management, which will be provided in writing or, on the day of the presentation, by Management representatives.

If the project subject to consultation is of significant importance to the Group's strategy or organisation, and only if the information listed in Appendices 2 and 3 is deemed insufficient to form an informed opinion, EWC members may request additional information from management. This request must be submitted at the same time as the project management team announces the consultation. Once jointly defined through a procedural agreement between Management and the Select Committee, this additional information will be provided to the members of the European Works Council no later than the day of the presentation.

Consultation meetings begin with a presentation by Management on the key elements of the proposed transaction, based on the document provided in advance. During this meeting, sufficient time is set aside for discussion and to answer any additional questions from Committee members.

Following this presentation, the Committee members deliberate, if necessary, without management present, to determine the content of the opinion and the wording of any comments or interpretive reservations.

Provided that the members have been provided with all the information listed in Appendices 2 and 3, or have been given an explanation by management regarding the objective reasons preventing its provision, the Committee generally issues its opinion on the same day as the meeting.

However, if a majority of its members determines that it cannot reach a decision within this timeframe, the Committee has 7 calendar days to issue an opinion (unless a longer timeframe is specified in the procedural agreement for a transaction of significant importance to the Group's strategy or organisation). This period begins the day after the consultation meeting, so that between the time the information is provided and this deadline, members will have had one month to review the information and submit their opinions.

Otherwise, the European Works Council (EWC) will be deemed to have been duly consulted.

Except as provided for in Article 4.5 of this agreement, Committee members may, through the Select Committee, draft a formal request for consultation with Management on any matter that could significantly impact the interests of the Group's European employees.

This request will be included on the agenda of the next Select Committee meeting, which will be held no later than within one month of its receipt, where applicable by videoconference. This will necessarily prompt a reasoned response from management and may, if appropriate and following discussions, lead to the drafting of an agreement between Management and the Select Committee. If an agreement is reached, it will be published on the dedicated platform.

To facilitate the implementation of this provision, the parties agree that the agreement between Management and the Select Committee must, at a minimum, include the following elements:

- the grounds for an extraordinary meeting of the Committee;
- the subject, date, and terms of the consultation;
- a list of useful and necessary information for arriving at an informed opinion, provided that such opinion is, in principle, issued on the same day as the meeting and, if necessary, within 7 calendar days following the meeting;
- the procedures for providing information to Committee members.

In accordance with the provisions of this article, once the information specified in the agreement between the Select Committee and Management has been provided, the Committee shall be deemed to have been duly consulted upon the expiration of the specified time limit.

#### **4.6: Voting Procedures**

Certain decisions by the EWC require a vote by its members, particularly, in accordance with Articles 4.4 and 4.5 of this agreement, in the event of a consultation with the EWC.

All full members, or, where necessary, their alternate members, have one vote. A resolution is adopted when a majority of the members present vote in favour of its adoption.

Voting is conducted publicly by a show of hands. However, any member may request that the vote be conducted by secret ballot.

If the meeting is held remotely, via videoconference or audioconference, the technical procedures for voting will be adjusted to account for the various safeguards required by the agreement. The electronic voting

system to be deployed will comply with the safeguards provided for by French law, and the cost will be borne by the Management.

The resolutions and results of the votes shall be recorded in the minutes drawn up at the end of the meeting.

#### **4.7: Coordination with local representative bodies**

The EWC is responsible for providing information and consultation on transnational issues, as defined by Directive 2009/38/EC, as amended by Directive 2025/2450.

Local and national authorities remain competent for matters falling within their own scope.

The information provided by the EWC does not affect:

- the powers of the central management and local offices;
- any information and consultation procedures required by national and local authorities under their respective laws.

When an issue is transnational in nature, central management shall inform and consult with the EWC in a timely manner, regardless of any procedures initiated at local or national level.

When consultations are conducted at multiple levels, management ensures that the information provided is consistent and that schedules are coordinated, so that the EWC can effectively express its opinion before a final decision is made.

The EWC is briefed at the same time as the local bodies, within a reasonable timeframe.

Consultation with the EWC takes place after consultation with local bodies to take into account the views of employees and local representatives.

No national consultation shall have the effect of depriving the EWC of its authority or rendering its opinion moot.

The members of the EWC are responsible for disseminating information and the results of the EWC's work to employee representatives and, where applicable, to employees, in accordance with confidentiality rules.

This process is organised in accordance with the principles of European social dialogue.

### **ARTICLE 5 - MEETINGS OF THE EUROPEAN WORKS COUNCIL**

The VINCI European Works Council meets at least once a year at the Group's headquarters or in a European country where the Group has a presence, upon notice of a meeting sent by its Chair or the Chair's representative.

#### **5.1: Preparatory meetings**

Meetings of the VINCI European Works Council shall be preceded by a preparatory meeting held the day before without the participation of the Management. Only full members of the European Works Council attend the preparatory meetings.

These are followed, generally on the same day, by a debriefing session at the end of the plenary meeting, without the participation of Management.

The purpose of the preparatory meetings is:

- to provide details on the Group's social, environmental, and economic data;
- to seek input from experts on all items on the agenda;
- to prepare for discussions and facilitate coordination among members regarding these initiatives.

To that end, the Secretary sets the agenda for the preparatory meetings.

## **5.2: Plenary and "hybrid" meeting**

A plenary meeting is held each year during the first half of the year by Management at VINCI's headquarters. Except in cases where a full member, who is unable to attend for any reason or who has permanently lost his or her seat, is replaced by his or her designated alternate, only full members may participate in plenary meetings.

At a plenary meeting, the European Works Council shall be informed and consulted in accordance with Articles 4.3 and 4.4 of this agreement.

A so-called "hybrid" meeting is held in the second half of the year as part of the EWC's annual training session, attended by both full and alternate members.

The Management shall provide interpreting for meetings and translation of the working documents into the languages that facilitate discussion among participants.

### **5.2.1 Agenda**

The agenda for plenary meetings is set by the Committee's Management and Secretary and sent to Committee members, along with the relevant documents, at least three weeks before the meeting.

In the absence of an agreement on the agenda, the Chairman, or his representative, shall convene the VINCI European Works Council at least once a year.

### **5.2.2 Minutes**

Minutes of the plenary meetings are prepared jointly by Management and the Secretary based on the transcript prepared by an external clerk. The meeting minutes are translated into all the Committee's languages, sent to the members and approved at the following meeting. In the event of a disagreement regarding the content of the minutes, the respective positions of the employee representatives and Management shall be noted.

## **ARTICLE 6 - SELECT COMMITTEE**

### **6.1: Composition of the Select Committee**

At its first meeting, the VINCI European Works Council elects from among its full members, by a simple majority of the votes cast and for the term of office, a Select Committee made up of:

- a Secretary;
- two deputy secretaries;
- a Treasurer;

- two members.

If no candidate receives a simple majority at the end of the first round, a second round is organised and the candidate who has obtained the most votes is elected. In the event of an equal number of votes for several candidates, the oldest candidate will be appointed if the two candidates are of the same gender, or the female candidate will be appointed if the two candidates are of opposite genders.

The members of the Select Committee, each of whom comes from one of the countries covered by the VINCI European Works Council and whose company has more than 3,000 (three thousand) employees (which covers nearly 93% of the workforce as of 30 June 2026), are employees of VINCI subsidiaries and, whenever possible, represent the Group's various business areas and comply with the gender diversity target set at 40% for each gender. If this last objective is not achieved, the European Works Council shall explain the reasons in writing to any employees who request such an explanation.

In order to ensure maximum representation on the Select Committee, and if it turns out that seats on the Select Committee remain vacant following the first plenary meeting, these seats shall be allocated to countries with a representative on the committee, in order of workforce numbers as of 30 June 2026.

The members of the Select Committee of VINCI's European Works Council have been appointed to serve until 31 December 2030. These terms of office shall not end before that date except in the following situations:

- departure from the Group's workforce;
- clear and unequivocal resignation from the Select Committee and/or the EWC;
- loss of an elected or union position;
- the employee's company is no longer part of the Group.

Under these circumstances, a new election will be held at the next meeting of the European Works Council to fill the seat for the remainder of the term, in accordance with the procedures set forth in this article. In the event of a tie, the vacant seat shall be awarded first to the country to which it was originally allocated or, if no member from that country has been nominated, to the older candidate if both candidates are of the same sex, or to the female candidate if both candidates are of opposite sexes.

In the event of an unjustified absence by a member of the Select Committee from two meetings, and upon the recommendation of the Select Committee, the EWC may decide to replace that member on the Select Committee and appoint a new member of the Select Committee for the remainder of the term. This election will be conducted in accordance with the procedures set forth in this article. The seat will be allocated, as a matter of priority, to the country to which it was originally assigned.

## **6.2: Responsibilities of the Select Committee**

The Select Committee is a collective body responsible for coordinating among the members of the VINCI EWC. It supports and represents countries that do not have a seat or a representative.

The Select Committee is the link between the members of the VINCI EWC and the VINCI Group Management. It does not replace the VINCI EWC.

Among other things, the Select Committee is responsible for:

- responding to requests from members;

- contacting Management regarding matters brought to its attention that fall within its jurisdiction;
- taking all appropriate measures falling within its area of competence in the event of exceptional circumstances;
- the administration of the VINCI EWC between annual meetings;
- preparing ordinary or extraordinary EWC meetings and annual training. In this context, and without this list being exhaustive, its members are responsible for compiling and drafting all the questions that are submitted in advance to Management and to the speakers at the various EWC meetings;
- for moderating the platform to facilitate communication among members;
- for drawing up the meeting minutes (including summary minutes prepared as soon as possible following each meeting of the Select Committee to keep members informed of the Select Committee's work) and for posting them on the platform provided for that purpose;
- for monitoring budget management, in cooperation with the Treasurer.

Decisions of the Select Committee are made collectively and by a majority of the members present.

A representative (expert) appointed by the European Federation of Building and Wood Workers (FETBB) and a representative (expert) appointed by the European Federation of Managers in the Construction Industry (FECC) assist the Select Committee in carrying out its duties.

#### 6.2.1 Role of the Secretary

In coordination with the other members of the Select Committee, the Secretary is responsible, in particular, for:

- ensuring that the VINCI EWC and the Select Committee work cooperatively;
- managing the EWC information sharing platform;
- implementing the decisions of the VINCI EWC and the Select Committee;
- representing and communicating on behalf of the VINCI EWC in dealings with third parties in day-to-day matters;
- ensuring the administrative management of ingoing and outgoing VINCI EWC documents (archives);
- circulating the agendas for all meetings, drawn up in cooperation with Management;
- drawing up the minutes of the VINCI EWC and Select Committee meetings;
- the joint management of the EWC's bank account with the Treasurer.

The Secretary may under no circumstances replace the EWC in making decisions that have to be made collectively.

If the position of Secretary becomes vacant, the Secretary will be replaced by one of the two deputy secretaries following a majority vote by the members of the Select Committee, until a new Secretary is elected; this election must be held at the next plenary meeting of the EWC.

#### 6.2.2 Role of the deputy secretaries

The deputy Secretaries are responsible for standing in for the Secretary:

- in the event of a temporary absence, the Secretary is temporarily replaced by one of the deputy secretaries appointed by the Select Committee;

- in the event of a vacancy in a seat (loss of office for the reasons listed in the agreement or prolonged absence), the conditions set forth in Article 6.2.1 above shall apply.

The deputy Secretary has the same authority as the Secretary when acting as his or her substitute.

### 6.2.3 Role of Treasurer

The Treasurer is responsible for bookkeeping in compliance with established accounting standards and for managing all VINCI EWC budgets and resources in the name of and on behalf of the VINCI EWC.

As such, the Treasurer's responsibilities are as follows:

- managing the EWC budget;
- managing EWC bank accounts;
- managing EWC expenditure as provided for in Article 8.4 of this agreement,
- managing the administration of invoicing;
- managing records related to the EWC's financial transactions;
- preparing and submitting the EWC's annual financial statements and budgets to the EWC members.

In conjunction with the Secretary and in the light of the aforementioned responsibilities:

- the Treasurer represents the EWC in dealings with third parties (tax authorities, suppliers, etc.) in all matters relating to finance and the budget;
- the Treasurer must obtain the formal approval of the EWC's Select Committee by a majority vote of its members for the provisional annual approval of the financial statements and by a majority of the votes cast at a plenary meeting for the final approval.

### 6.3: Meetings of the Select Committee

The Select Committee meets regularly once a quarter at VINCI's headquarters. However, of these four meetings per year, at least one will be held outside France in a country within the EWC's scope. On this occasion, members of the country hosting the meeting of the Select Committee will be invited to the preparatory meeting. The Select Committee meeting will then be followed or preceded by a site or construction site visit, subject to availability.

The Select Committee may meet on an exceptional basis, if the matter warrants it, in accordance with the powers set forth in Article 4.

At each of these meetings, quarterly information is provided to the Select Committee of the VINCI European Works Council regarding, within its scope:

- 1) The Group's news and financial information;
- 2) A look at the workforce numbers;
- 3) Substantial organisational changes, such as acquisitions or divestitures/sales of businesses, excluding the cases specifically defined in Article 4.5, including the entity's turnover, the workforce numbers affected, the strategic context, and any potential employment welfare impact;
- 4) The latest data on fatal accidents (number, date of occurrence, victim's status, relevant Business Unit, causes, and action plans), workplace accidents, commuting accidents, and occupational diseases;

- 5) Mass layoffs affecting at least 100 (one hundred) employees at a company.

The Secretary, in consultation with Management, prepares minutes of the plenary meetings, which are drafted by an external clerk. Meeting minutes are translated into the languages of the Select Committee, sent to members by the Secretary within two months of the meetings via the platform provided for that purpose, and approved at the next meeting. In the event of disagreement regarding the content of the minutes, the respective positions of each delegation shall be noted.

The Select Committee is responsible for ensuring that all members of the Body are informed of any discussions they may have had with Management. To ensure more effective and timely dissemination of the information obtained during the quarterly meetings of the Select Committee, a summary will be prepared following each meeting of the Select Committee and the EWC. This summary, which should be one to four pages long, will be distributed to members within 15 (fifteen) days, after it has been reviewed by the Secretary and the Management.

Given the key role of the Select Committee in organising meetings, it is understood between the parties that the members of the Select Committee from the previous term will, upon the committee's renewal, continue to serve as the Management's points of contact for the handling of day-to-day business until the new Select Committee is established.

## **ARTICLE 7 – CSR COMMITTEE AND WORKING GROUPS**

### **7.1: CSR Committee**

The parties have agreed that a standing committee will be established for the duration of the term of office to ensure the proper implementation and monitoring of the commitments adopted under the "VINCI Health and Safety Declaration" and the "VINCI Environmental Guidelines" and any future documents resulting from the working groups.

This Committee will meet at least three times a year to address the issues central to the VINCI Manifesto, drawing on the expertise of dedicated in-house specialists from VINCI's Environmental Department, the Group's Health and Safety Coordination Office, and the Human Rights and Fundamental Freedoms Department. To strengthen the role of the European Works Council (EWC), which should be able to serve as a source of proposals on health and safety matters, a portion of each CSR meeting will be devoted to presenting fatal accidents, their direct and root causes, and the actions taken.

In addition to the experts mentioned in Article 6.2, the standing CSR Committee consists of six full members, including the Secretary of the European Works Council, and two alternate members (selected from among the full or alternate members of the European Works Council) appointed for the duration of the term of office. These members are appointed by resolution of the European Works Council at the first plenary meeting of the term of office. Any interested member may submit their candidacy on the dedicated platform prior to the elections.

One member of the Committee will be specifically appointed from among the employee representatives to serve as rapporteur. The latter will be responsible for:

- establishing a link with the Select Committee of the European Works Council;

- being the primary point of contact for internal experts in the preparation and execution of the committee's work;
- providing an update on the work of the CSR Committee or the Working Group at one of the plenary meetings referred to in Article 5.2;
- serving as the primary point of contact for the Group's internal experts (particularly within the Environmental Department, the Health and Safety Coordination Office, the Social Responsibility Department, or the Department of Social Affairs).

## 7.2: Focus groups

In addition to the standing CSR Committee, and to address other specific issues within its purview, focus groups may be established, with the Management's approval, within the European Works Council for a specific duration and to address a specific issue.

The operating procedures (work plan, expected deliverables, objectives to be pursued with a definition of performance indicators, membership, number of meetings, duration of the working group, etc.) for these working groups will be determined by agreement between the Select Committee and Management.

This agreement, published on the dedicated platform, specifies:

- the topic and the specific objective;
- whether it makes sense to form a group;
- the duration of the working group, which may not extend beyond the current term of office;
- any time that may be credited to the members of the working group;
- the composition and procedures for appointing the members of the working group, which shall consist of no more than five members, one member of the Select Committee, and two alternates. These individuals may be full members or alternates of the EWC;
- the appointment of a rapporteur;
- the meeting arrangements for this group (whether in-person meetings are necessary or whether it is possible to rely primarily on videoconferencing);
- the indicators used to track the progress of the work;
- the number of meetings;
- the name of the rapporteur as well as that of his or her potential alternate. The latter is notably responsible for drafting a summary report which is sent to the Select Committee and, where applicable, to the standing CSR Committee;
- the need to allocate internal resources or engage an external expert, to be covered by the EWC's operating budget.

The parties to this agreement specify that the designated members shall be selected from among those members who possess specific expertise in the issues addressed or who demonstrate a particular interest in and commitment to the subject matter.

The parties agree to specify that the issues addressed by these working groups must relate to current and transnational issues facing the Group, as outlined in the VINCI Manifesto (examples: health and safety, social and environmental responsibility, responsible subcontracting, social dialogue, duty of care, skills management, gender equality, etc.).

### **7.3: Resources of the CSR committee and working groups**

To achieve the objectives jointly established when the Working Group was formed and to ensure the smooth operation of the Standing Committee, the appointed members may call upon experts within the Group, including, in particular, staff from the Environmental Department, the Health and Safety Coordination Office, the Corporate Social Responsibility Department, or the Department of Social Affairs.

In addition, they may also engage the services of one or more external experts (other than those mentioned in Article 6.2), funded from the operating budget allocated annually to the European Works Council.

Where possible, for organisational reasons, Committee or working group meetings will be organised concurrently with meetings of the EWC Select Committee or plenary meetings. The three meetings of the CSR Committee each consist of three half-days depending on the issues on the agenda.

The parties also agree that, with the consent of the Committee and Management, some of these meetings may be held via videoconference, in accordance with the terms set forth in this agreement.

In any event, the parties undertake to ensure that the meetings facilitate a genuine exchange between participants and seek to avoid meetings that are overly formal or top-down.

In addition to comprehensive minutes distributed after approval by the members, each meeting of the CSR Committee or working group will be summarised in a report that members may share with all employee representatives on the EWC using the dedicated platform.

At each plenary session and/or during the annual training session, a progress report on the CSR committee and any ongoing working groups will be presented to all members.

## **ARTICLE 8 - RESOURCES OF THE EUROPEAN WORKS COUNCIL**

### **8.1: Time spent in meetings and reimbursement of related expenses**

Time spent in plenary meetings, hybrid meetings, preparatory meetings, Select Committee meetings, training sessions, CSR committee meetings, or working groups, as well as any travel involved, is considered actual working time and is paid by the representative's employing company on the regular pay schedule. These hours are communicated in accordance with the rules specific to each country, provided that Management informs each Business Unit of the schedule for meetings it has organised.

The time spent on meetings organised at the initiative of Management (including preparatory meetings), as well as the associated travel time, is not deducted from the time credits referred to in Article 8.2 below.

While this does not constitute a strict obligation, the parties note that the Business Unit may choose not to place the sole responsibility for these hours on the entity whose representative is an employee.

Only operating expenses related to the regular meetings of the Select Committee, the CSR Committee, working groups, meetings of the Standing CSR Committee, and plenary sessions organised at the initiative of or with the approval of Management, and listed in full below, shall be borne by the VINCI Group:

- interpreters and various translations;
- travel arrangements must consistently give precedence to the use of public transport, unless this is clearly impossible, to ensure the safety of employees and to promote environmental

sustainability in line with the Group's goals; such arrangements must also comply with VINCI's travel policy (negotiated rates);

- parking fees, strictly limited to those necessary for holding meetings;
- meals for members; the Management will reimburse members only upon presentation of detailed, legible receipts accompanied by the signed form and in accordance with the principle of reasonable expenses. Otherwise, Management reserves the right to refuse to cover such expenses;
- accommodation related to the hosting of meetings.

Management shall also cover the expenses of the two experts referred to in Article 6.2, under the conditions specified above.

Other experts may be consulted at the request of the EWC's Select Committee, subject to prior approval by Management. It is funded exclusively from the Committee's operating budget.

## **8.2: Time credit for employee representatives**

Unless their national legislation is more favourable, the full members of the European Works Council shall have a time credit awarded for performing their duties, limited to:

- 500 (five hundred) hours per year for the Secretary;
- 150 (one hundred and fifty) hours per year for the other members of the Select Committee;
- 50 (fifty) hours per year for full members who are not part of the Select Committee;
- 20 (twenty) hours per year for members of the CSR Committee who are not part of the Select Committee.

Regardless of national legislation, it is understood between the signatory parties that the above-mentioned time credit awarded in connection with the term of office on the VINCI Works Council may be combined with the time credit awarded in connection with the term of office as an employee representative within the employee's home company (or with the time credits for positions within the company, where applicable law so provides).

Given the workload associated with the situations described above, the parties agree that additional time may be credited only for countries that have a single full member and where several of the VINCI Group's business units are represented. Where this is the case, the representative is entitled to an additional 5 (five) hours per year (up to a maximum of 55 (fifty-five) hours per year). This time should allow him or her to establish a link with all the companies and activities in the country in which he is not employed to improve the flow of information up and down the chain.

This time is personal; it cannot be pooled, transferred, or carried over from one period to another.

The employer must not interfere with the normal use of this time, which is deemed to have been taken in good faith. It may be used on an hourly, half-day, or full-day basis, depending on the needs of the assignment.

## **8.3: Material Resources**

Management provides the members of the EWC with all the resources necessary for them to carry out their duties.

TO that end, a dedicated online platform has been made available to EWC members to facilitate registration for meetings, event planning, the distribution of documents, and communication among members as well as with Management. It represents the optimal place where members and Management can communicate with each other. The following information is provided:

- the agendas for plenary meetings, Select Committees, the CSR committee, and working groups;
- the meeting schedule and meeting notices;
- translated materials.

The platform is the exclusive tool enabling members to register for the various meetings held at the initiative of Management. Members must therefore communicate, by the dates indicated, whether they will be participating in the meetings, as well as their logistical needs (hotel stays, dietary restrictions, delegating the task of booking travel to the Management, specific travel requirements, etc.).

This platform also includes a section reserved exclusively for employee representatives on the VINCI EWC. Members who wish to communicate without Management representatives being copied on their messages are encouraged to do so through this channel.

Its administration is handled by the members of the Select Committee, and Management retains specific access that allows it to issue meeting notices and submit documents related to the meetings (notices, agendas, presentations, minutes, summaries, and reports, etc.).

This tool must comply with VINCI's information systems standards (cybersecurity, data storage, etc.).

To ensure that members have access to the platform, management will make sure that each full member has an electronic device and will provide one if necessary.

In addition to the aforementioned platform, which is reserved for members of the body, a dedicated page accessible via the VINCI intranet seeks to improve communication with all Group employees regarding the EWC's mission, its operations, and its composition.

A room is also allocated to the EWC at the Group's headquarters (on the 1st floor of the Archipel: in the form of a meeting room that can be connected to the France Group Committee meeting room, temporarily supplemented by a dedicated room until the VINCI Group has no more than 5 (five) trade unions represented within the CDG).

#### **8.4: Budget allocated to the European Works Council**

For the duration of the agreement, a budget of 60,000 (sixty thousand) euros per year will be made available to the VINCI EWC through a bank account funded based on expenses approved by the Select Committee and, where applicable, by Management. If the entire annual budget is not used, the unused portion may be carried over to the next year's annual budget of 60,000 (sixty thousand) euros, up to the end of the term of office. These funds will be committed at the request of members of the Select Committee, who must submit an annual report to Management and the Committee to justify their use.

This budget may be used for: specific training for a member of the Select Committee, the EWC's representation at a meeting, an invitation by the Select Committee for an EWC member to attend a meeting, the purchase of computer equipment for alternate members, or the coverage of translation or interpretation costs for internal meetings organised independently of any initiative by Management...

This budget could ultimately be used to finance any travel by members of the EWC within its scope. This travel, in Group entities, shall take place by agreement with the Group Human Resources Department and after approval by Management of the entity in question in accordance with procedures determined locally. Any use of the budget outside the scope of the European Works Council (EWC) will require the prior approval of the Select Committee and Management.

Expenses inherent in the running of the EWC (including travel expenses and expense reports submitted by EWC members for trips charged to the EWC budget) shall be entered under a specific heading in the budget for the Department of Social Affairs. This heading will be charged to the overall EWC budget, to facilitate the management of the EWC budget and to avoid VINCI re-billing the amounts to the EWC.

The Secretary and the Treasurer of VINCI's European Works Council each have authority to use and manage the bank account to carry out all routine banking transactions necessary for the proper functioning of the body.

However, for any expenditure exceeding 2,000 (two thousand) euros, the use of the account will require their joint signature. If the Secretary is unable to sign, the deputy Secretary appointed by the Secretary may replace him or her and carry out the necessary operations.

The Select Committee shall present the VINCI EWC and Management with an annual summary of the accounts. The document may be supplemented, where applicable, by a simplified statement covering supplementary information on its assets and current obligations. In addition, the Secretary and the Treasurer will present a detailed report at the first Select Committee meeting of the year. The annual financial statements and related supporting documents are retained for 8 (eight) years (i.e., two terms of office) from the fiscal year-end and may be reviewed by any member of the EWC at any time upon request.

#### **8.5: Use of videoconferencing**

While the parties view the principle of holding in-person meetings as a guarantee of the quality of social dialogue, they agree that it is possible to provide that a meeting (of the Select Committee and/or the plenary body) may be held via videoconference, with all members who would have participated in person invited to attend (full members (or their alternates), Management representatives, experts, speakers, etc.).

The decision to use videoconferencing will generally be made by mutual agreement between the members of the Select Committee and Management; such a decision must be made at least one month prior to the scheduled date, and in cases where certain constraints, such as exceptional circumstances, make it difficult or even impossible to hold in-person meetings, remote or hybrid meetings (via audioconference or videoconference, in particular) may be organised to ensure regular and sustained social dialogue.

In this context, Management ensures that the technical implementation in place guarantees that members are identified, can actively participate, have a continuous and simultaneous broadcast of audio and video of deliberations, and translation by professional interpreters. This procedure must also be followed for preparatory meetings and debriefings in which Management does not participate, under conditions that ensure their confidentiality.

In any case, this system, which will first be presented remotely to the members of the Select Committee, is intended to enable an electronic vote on the various resolutions on the agenda, while ensuring the

confidentiality of the votes and providing a brief explanation, in each member's language, of the procedures for these deliberations.

## **ARTICLE 9 – TRAINING**

### **9.1: “Welcome to the VINCI EWC” orientation day**

To provide a better understanding of the Group and the diversity of its activities, management will organise a “Welcome to the VINCI EWC” orientation day for full and alternate members.

The members of the former Select Committee, whose terms of office on the European Works Council have been renewed, will participate in this event and will work closely with management to prepare and facilitate it.

This event will be dedicated to:

- first, an overview of the Group: its business activities, strategy, and key financial figures;
- second, a presentation of the VINCI European Works Council (the content of the agreement, its role, tasks, scope of intervention etc.).

In addition, a welcome booklet summarising the main aspects of this agreement, and in particular the role and responsibilities of the EWC, will be submitted to each member at that time.

Management is committed to informing the line managers of each member of the European Works Council about the Council itself and the implications of participating in it.

### **9.2: Annual Training**

Members of the VINCI EWC (full and alternate members) will also receive three days of legal, economic, and social training each year, designed in particular to give them a better understanding of the VINCI Group and to provide them with information on the various forms of employee representation and, more broadly, on the various labour laws in the countries covered by the EWC. It can also be an opportunity, for the members of the European Works Council to define a roadmap on the priorities for the term of office or to acquaint themselves with the issues covered in the working groups or topics to which they attach particular importance (e.g. diversity, increasing the number of women in the employee representation, communication by the European Works Council in a decentralised group, etc.).

These training sessions will be organised by mutual agreement between VINCI Group Management and the Select Committee. Time devoted to training is considered as effective working time and remunerated as such.

To promote optimal communication among the representatives of the European Works Council, Management will also offer English or French language training, at its expense, to members who expressly request it.

In parallel, the representatives have access to the Group's e-learning on UP! and in connection with their responsibilities: environmental goals, anti-corruption, human rights, GDPR etc. Information on these resources is included in the presentation given during the ‘Welcome to the VINCI EWC’ orientation day.

### **9.3 Participation in training sessions organised by European trade union federations or the European Trade Union Confederation (ETUC)**

Members of the VINCI European Works Council have the opportunity to participate, during their four-year term and up to a limit of 5 days, in training courses organised by the European Federation of Building and Wood Workers (FETBB), the European Federation of Managers in the Construction Industry (FECC) or the European Trade Union Confederation (ETUC), directly related to the performance of their duties within the European Works Council.

Subject to the presentation of a training invitation or any other documentation proving enrollment in the training program, and provided that one month's notice is given, the employer shall grant the representative time off for the duration necessary to participate in the training. The time spent on this training, as well as the related travel time, is considered actual working time and entitles the employee to full pay.

The costs of instruction, travel, accommodation, and meals associated with these training programs are covered directly by the funds of the organisations that administer these programs, in accordance with the funding and reimbursement rules applicable to these programs.

The company is not required to bear these costs, except for continuing to pay the representative's salary during his or her absence. The representative agrees to take the necessary steps with the organising body to have eligible expenses covered and to provide proof of his or her absence.

### **ARTICLE 10 – BOARD OF DIRECTORS**

To involve employees in VINCI's governance, employee-directors of the Group shall be appointed to the VINCI Board of Directors, in accordance with Article L. 225-27-1 of the French Commercial Code and Article 11.3 of the VINCI articles of association. As of the date of this agreement, there are two such employee directors.

The law provides for various procedures for the appointment of these directors by the employee representatives (elected or appointed). Since the VINCI European Works Council is the representation body with the broadest geographic scope, the parties intend to give it an active role in the Group's governance.

Consequently, and pursuant to Article L. 225-27-1 of the Commercial Code and Article 11.3 of the aforementioned articles of association, the candidate for the position of director shall be appointed by the European Works Council through a secret ballot during a plenary session. The candidate shall be appointed by a majority of the votes cast by the members present. On this occasion, the members of the VINCI European Works Council agree to attach very special importance to the diversity of countries represented and to representation within this body that is as proportional as possible to workforce numbers.

The parties agree that the procedures for nominating a candidate for the position of director representing employees on the Board of Directors are as follows:

- the FECC, FETBB and Secretary are informed by the Group's HR Department of the renewal date of the term of office of the director representing the employees on the Board of Directors at least

3 months before the Board meeting to convene the General Meeting following which the director's term of office expires, stating the deadline for applications, a reverse schedule and a reminder of the rules applicable to directors representing employees (articles of association, code of ethics, attendance fees, etc.);

- once the Secretary has been informed that the term of office of the director representing employees on the Board of Directors is being renewed, he or she shall inform the Select Committee and the members of the VINCI EWC;
- submission of applications, duly submitted by providing a CV and a cover letter, no later than 7 days before the last meeting of the Select Committee preceding the plenary meeting at which the employee-director will be elected, to the Secretary, who shall forward them without delay to the Select Committee and to the Group HR Department;
- inviting candidates to an interview during the preparatory meeting of the Select Committee preceding the plenary session at which the appointment is on the agenda;
- the appointment of a candidate for the position of director representing employees on the Board of Directors is added to the agenda of the plenary meeting;
- candidates are invited to a preparatory meeting before the plenary meeting convened to discuss the appointment;
- a candidate is appointed as director representing employees on the Board of Directors by the European Works Council by a majority vote of the members present by way of a secret ballot during the plenary session;
- if several candidates receive the same number of votes, the older candidate shall be appointed if they are both the same sex or the female candidate if they are opposite sexes;
- an extract of the minutes is drawn up, which is then signed by the Secretary and forwarded to the Group's HR Department as soon as possible.

Candidates running for the position of employee-director do not attend the interviews of other candidates.

#### **ARTICLE 11 - CONFIDENTIALITY**

Members of the European Works Council and the experts assisting them, as well as any person who becomes aware of information disclosed at the meeting, are bound by professional secrecy and a duty of confidentiality with respect to information presented as confidential. Management will specify the reasons justifying this confidentiality and determine the duration of this obligation, which, in the absence of further clarification, shall remain in effect beyond the end of the term of office until the reasons justifying the confidentiality obligation no longer apply.

#### **ARTICLE 12 - RENEGOTIATION**

The parties agree to negotiate any terms for amending this agreement no later than three months before its expiration.

To this end, the members of the VINCI European Works Council will appoint 12 (twelve) full negotiating representatives (as well as 12 (twelve) alternates to replace them in the event of an unforeseeable and unavoidable circumstance that prevents the full member from attending) from among their ranks, based on the relative weighting of their seats. These appointments will have to be confirmed by the European

Federation of Building and Wood Workers (FETBB) and the European Federation of Managers in the Construction Industry (FECC).

The two experts mentioned in Article 6.2 shall assist the Special Negotiating Group and take part in its meetings.

Prior to the establishment of the Special Negotiating Group, management and the Select Committee agree on a tentative schedule for negotiation meetings, including preparatory meetings. If the members designated to participate in the Special Negotiating Group so request, they may, at the first preparatory meeting, receive training funded by the Management and organised by the members of the Select Committee.

Time spent in preparatory and plenary meetings of the Special Negotiating Group, as well as the travel involved, is considered actual working time.

In view of the work this entails, additional time off is granted specifically to members appointed to work in preparation for negotiation meetings. Thus, during the final year of their term of office, members of the body designated to serve on the Special Negotiating Group as full members are entitled to an additional 30 hours of time off for union duties, in addition to their regular annual hours.

If these negotiations prove to be unsuccessful, the effects of the present agreement shall remain in force for the 12 (twelve) months following its expiry. After that, a VINCI European Works Council shall be set up, configured as it would be in the absence of an agreement (subsidiary provisions).

#### **ARTICLE 13 - INTERPRETATION OF THE TEXT OF THE AGREEMENT**

In the event of discrepancies in interpretation, the parties agree that solely the French version of this text shall prevail.

In the event of a persistent disagreement regarding the interpretation of the agreement, a committee composed of representatives from Management and the Select Committee will be established.

This interpretation committee will meet at the request of one or the other party in the month following a substantiated request.

At the end of this meeting, an interpretation must be adopted based on consensus between both parties. This interpretation will be set out in writing and approved by the members of the committee before being circulated, via the electronic platform, to all the members of the European Works Council.

In the absence of a consensus, the convening of this committee does not deprive either party of its right to bring a lawsuit.

#### **ARTICLE 14 - CONFLICTS BETWEEN MULTIPLE EWC AGREEMENTS**

If significant changes occur in the Group's structure, or in the event of conflicts between the provisions of two or more applicable EWC agreements, negotiations must be initiated in accordance with the provisions of Article L. 2341-10 of the French Employment Code.

The VINCI European Works Council will continue to operate in accordance with the terms set forth in this agreement for the duration of these negotiations and until their conclusion.

#### **ARTICLE 15 – GOVERNING LAW AND JURISDICTION**

This agreement is governed by French law. This agreement shall be filed with the French authorities and, where applicable, any dispute arising from its application shall be submitted to the jurisdiction of French courts.

#### **ARTICLE 16 – TERM OF THE AGREEMENT**

This agreement is entered into for a term of 4 (four) years beginning on 1 January 2027.

#### **ARTICLE 17 – REVIEW CLAUSE**

The parties agree that this agreement shall be subject to a revision addendum addressing exclusively its compliance with the provisions resulting from the transposition into French law of Directive 2025/2450 of 26 November 2025, amending Directive 2009/38/EC on the establishment and functioning of European Works Councils.

The more diligent party shall convene the Special Negotiating Group (SNG) to allow for the amendment of this agreement to bring it into compliance with new legal and regulatory requirements.

Until a revised agreement is concluded, this agreement shall remain in effect. The parties agree to conduct this review in a spirit of constructive dialogue, in accordance with the objectives set forth in Directive 2025/2450.

#### **ARTICLE 18 – DISTRIBUTION, FILING, AND PUBLICITY**

Management commits to ensuring that this agreement is distributed to all HR Directors at the Business Unit and Division levels, as well as to all Group social affairs Managers, so that they may ensure it is disseminated to the Group's social partners at the most appropriate level.

To facilitate understanding and proper implementation, a summary of this agreement prepared by the Department of Social Affairs will be attached.

This agreement is drawn up in a sufficient number of copies to be given to each of the parties and to be filed with the Regional Directorate for the Economy, Employment, Labour and Solidarity (DREETS) as well as with the clerk of the Nanterre Employment Tribunal.

#### **List of appendices:**

- Appendix No. 1: List of companies controlled by VINCI and included within the scope of the European Works Council;

- Appendix No. 2: List of information required in the event of a proposed acquisition;
- Appendix No. 3: List of information required in the event of a proposed divestiture.

\* \* \*

Drawn up in Nanterre, on 28 August 2026 in 20 copies, of which each co-signatory has received one upon signature, one for the European Federation of Managers in the Construction Industry (FECC), one for the European Federation of Building and Wood Workers (FETBB), one for the Nanterre Employment Tribunal (France), and two copies for the Regional Directorate for the Economy, Employment, Labour and Solidarity (DREETS) of Nanterre (France).

On behalf of VINCI Group Management:

[Redacted signature]

On behalf of the Special Negotiating Group:

[Redacted signature]

[Redacted signature]

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[REDACTED]

[REDACTED]

[REDACTED] FECC

[REDACTED] FETBB

AGREEMENT OPEN FOR SIGNATURE