

JCDecaux SE

Statutory auditors' report on related party agreements

Annual General Meeting held to approve the financial statements for the year ended December 31, 2025

This is a free translation into English of the Special Report of the Auditors on the Related Party Agreements issued in French and is provided solely for the convenience of English-speaking users. This report should be read in conjunction with, and construed in accordance with, French law and professional auditing standards applicable in France.

JCDecaux SE

Société européenne
RCS : Nanterre 307 570 747

Statutory auditors' report on related party agreements

Annual General Meeting held to approve the financial statements for the year ended December 31, 2025

To the Annual General Meeting of JCDecaux SE,

In our capacity as statutory auditors of your Company, we hereby present to you our report on related party agreements.

We are required to inform you, on the basis of the information provided to us, of the terms and conditions of those agreements indicated to us, or that we may have identified in the performance of our engagement, as well as the reasons justifying why they benefit the Company. We are not required to give our opinion as to whether they are beneficial or appropriate or to ascertain the existence of other agreements. It is your responsibility, in accordance with Article R. 225-58 of the French Commercial Code (Code de commerce), to assess the relevance of these agreements prior to their approval.

We are also required, where applicable, to inform you in accordance with Article R. 225-58 of the French Commercial Code (Code de commerce) of the continuation of the implementation, during the year ended December 31, 2025, of the agreements previously approved by the annual general meeting.

We performed those procedures which we deemed necessary in compliance with professional guidance issued by the French Institute of Statutory Auditors (Compagnie Nationale des Commissaires aux Comptes) relating to this type of engagement. These procedures consisted in verifying the consistency of the information provided to us with the relevant source documents.

Agreements to be submitted for approval to the Annual General Meeting

We hereby inform you that we have not been notified of any agreements authorized and concluded during the year ended December 31, 2025 to be submitted to the annual general meeting for approval in accordance with Article L. 225-86 of the French Commercial Code (Code de commerce).

Agreements previously approved by the Annual General Meeting

Agreements approved in prior years

Agreements whose implementation continued during the year ended December 31, 2025

In accordance with Article R. 225-57 of the Code de commerce, we have been informed that the implementation of the following agreement, which had already been approved by the annual general meeting during previous year, continued during the year ended December 31, 2025.

With Daniel Hofer, member of your Executive Board until August 31, 2025

Retirement benefits

Nature and purpose

On July 4, 2014, your Supervisory Board decided to authorize the establishment of a retirement benefits plan, subject to performance-based conditions, for Mr. Daniel Hofer.

During a meeting on December 5, 2019, your Supervisory Board decided to approve an amendment to the clause regarding Mr. Daniel Hofer's retirement benefits plan, effective retroactively as of January 1st, 2019, in order to remove the performance-based conditions associated with this benefit.

Conditions

Until August 31, 2025, the date of his retirement, Daniel Hofer was employed under a contract governed by Swiss law that was concluded with JCDecaux Corporate Services GmbH (a Swiss subsidiary that is indirectly wholly-owned by your Company).

Daniel Hofer receives a contribution from JCDecaux Corporate Services GmbH to his pension plans with two pension funds (La Bâloise and VZ), which could not exceed a fixed amount (KCHF 110). It is up to Mr. Hofer to supplement this amount if he considers it necessary.

During the fiscal year ended December 31, 2025, a prorated amount of CHF 73,426 (€78,361) was paid by JCDecaux Corporate Services GmbH to the pension funds in accordance with this agreement.

Agreements which were not implemented during the year ended December 31, 2025

In addition, we have been notified that the following agreements, which were approved by the annual general meeting in prior years, were not implemented during the year ended December 31, 2025.

With David Bourg, member of your Executive Board since January 15, 2015

Non-compete indemnity paid in the event of the effective termination of the employment contract

Nature and purpose

On December 4, 2014, your Supervisory Board decided to authorize the establishment of a non-compete indemnity that would be paid by your Company to David Bourg in the event of the effective termination of his employment contract in respect of its non-compete clause.

Conditions

From January 15, 2015, David Bourg has benefited from a non-compete clause with the following characteristics:

- Clause duration: two years as from the termination of the contractual relations.
- Countries concerned: France, the countries of the European Union, the United States and China.
- Financial compensation: during a two-year period, David Bourg will receive a gross monthly indemnity corresponding to 33 % of his gross salary (fixed plus variable amount) based on his average salary for the twelve-month period preceding the date of the termination of the contractual relations.

No payment was made under this agreement for the year ended December 31, 2025.

With Emmanuel Bastide, member of your Executive Board since September 1, 2014

Non-compete indemnity paid in the event of the effective termination of the employment contract

Nature and purpose

On July 30, 2014, your Supervisory Board decided to authorize the establishment of a non-compete indemnity that would be paid by your Company to Emmanuel Bastide in the event of the effective termination of his employment contract in respect of its non-compete clause.

Conditions

From from September 1, 2014, Emmanuel Bastide has benefited from a non-compete clause with the following characteristics:

- Clause duration: two years as from the termination of the contractual relations.
- Countries concerned: France, the countries of the European Union, the United States and China.
- Financial compensation: during a two-year period, Emmanuel Bastide will receive a gross monthly indemnity corresponding to 33 % of his gross salary (fixed plus variable amount) based on his average salary for the twelve-month period preceding the date of the termination of the contractual relations.

No payment was made under this agreement for the year ended December 31, 2025.

The Statutory Auditors

Forvis Mazars S.A.

Levallois-Perret, March xx, 2026

KPMG S.A.

Paris La Défense, March xx, 2026

Francisco SANCHEZ

Associé

Jacques PIERRE

Associé

Guillaume SALOMMEZ

Associé