



CMC Employee Stock Purchase Plan 2024 Subscription Agreement

This SUBSCRIPTION AGREEMENT is made by and between COMMERCIAL METALS COMPANY, a Delaware Corporation (hereinafter called "**Company**" or "**CMC**"), and the employee (hereinafter called "**Purchaser**") named in the attached Commercial Metals Company Employee Stock Purchase Plan Subscription Acknowledgement for 2023 (hereinafter called "**Acknowledgement**").

1. Purchaser hereby elects to participate in the Commercial Metals Company Employee Stock Purchase Plan (the "**Plan**") for the offering period beginning on January 1, 2024 and ending on December 31, 2024 (the "**Offering Period**") and subscribes to purchase shares of common stock in accordance with this Subscription Agreement and the Plan. Purchaser understands that this Subscription Agreement remains valid until revoked. The capitalized terms used herein that are not otherwise defined herein shall have the meanings assigned to them in the Plan.

2. Purchaser acknowledges that the date of grant of the option to acquire shares of common stock during the Offering Period is January 1, 2024 (the "**Date of Grant**"), and that the exercise price for each share of common stock acquired shall be (a) 85% of the average fair market value of the common stock on the ten trading days preceding the Date of Grant, or (b) 85% of the fair market value of the common stock on the date the option is exercised, whichever is lower.

3. Purchaser elects to have Contributions (as defined in the Plan) as indicated in the Acknowledgement, applied to this purchase, subject to an overall limit to acquire no more than 500 shares of common stock during this Offering Period. Purchaser understands that he/she may not be granted an option to purchase shares of common stock with a fair market value (determined on the Date of Grant) for each calendar year that exceeds \$25,000. Purchaser understands that he/she may not acquire fractional shares of common stock. Purchaser understands that any Contributions remaining in Purchaser's account after exercising his/her option will be returned to Purchaser following the exercise day in cash, without interest, as soon as administratively practicable. Purchaser understands they must be eligible to create and maintain an account with the stock plan administrator to be eligible to participate.

4. Purchaser hereby authorizes payroll deductions from each paycheck during the Offering Period until Purchaser revokes or terminates this Subscription Agreement. Purchaser understands that all payroll deductions made by Purchaser shall be credited to his/her account under the Plan and that, except as set forth in Section 8 below, Purchaser may not make any additional payments into such account. Purchaser understands that all payments made by Purchaser shall be accumulated for the purchase of shares of common stock at the applicable exercise price determined by the Committee in accordance with the Plan. Purchaser further understands that, except as otherwise set forth in the Plan, shares will be purchased for Purchaser automatically on the exercise day of the Offering Period unless Purchaser otherwise withdraws from the Plan by electronic notice through the plan administrator's website or Purchaser (or Purchaser's estate) otherwise exercises Purchaser's option by delivering a written Notice of Exercise along with any additional Contributions as described in Section 7 below.

5. Purchaser understands that he/she may discontinue at any time prior to the exercise day participation in the Plan as provided in Section 5.5 of the Plan. Purchaser understands that he/she may participate in subsequent Offering Periods by filing a new Subscription Agreement provided that Purchaser meets the requirements for participation as set forth in the Plan.

6. Purchaser acknowledges receipt of the "Commercial Metals Company Employee Stock Purchase Plan." Purchaser understands that participation in the Plan is in all respects subject to the terms of the Plan.

7. Purchaser understands that if his/her employment with the Company terminates by reason of retirement, disability or death, Purchaser (or Purchaser's estate) may exercise Purchaser's option at any time within the three (3) month period following such termination of employment (by delivering to CMC the Notice of Exercise) or the Exercise Day, whichever is earlier. Purchaser further understands that Purchaser (or Purchaser's estate) may contribute additional amounts to his/her Account, if necessary, to exercise Purchaser's option up to the dollar amount subscribed for in the Acknowledgement. Notwithstanding the foregoing, Purchaser understands that if Purchaser's employment with the Company terminates for any reason other than retirement, disability or death, all Contributions Purchaser has made and held in his/her Account will be returned to Purchaser in cash, without interest, as soon as administratively practicable. Notice of Exercise forms are available to Purchaser by contacting Employee Services at 1 (877) CMC-8050.

8. Shares purchased for Purchaser under the Plan should be issued in the full legal name of Purchaser or Purchaser's estate, if applicable.

9. In the event of Purchaser's death, Purchaser's estate shall receive all payments and shares due to Purchaser under the Plan.

10. Purchaser further understands that he/she should consult a tax advisor concerning tax implications of the purchase or sale of common stock under the Plan.

11. Purchaser understands and acknowledges that any notice required or permitted to be delivered hereunder shall be deemed to be delivered only when actually received by CMC or by Purchaser, as the case may be, at the addresses set forth in the Acknowledgement, or at such other addresses as they have been specified by written notice delivered in accordance herewith.

12. Purchaser understands that, as with any investment, there is a risk of loss and the Company will not be liable for any loss Purchaser experiences as a result of participation in the Plan. Furthermore, Purchaser understands that by offering this Plan, the Company is not guaranteeing that the value of any stock purchased through this Plan will appreciate and that Purchaser assumes the risk of any market fluctuations in the price of the stock.

13. Purchaser hereby agrees to be bound by the terms of the Plan. The effectiveness of this Subscription Agreement is dependent upon Purchaser's eligibility to participate in the Plan.