

# CASTOR INTERNATIONAL

the International Group Share Ownership Plan of VINCI group



## Subscription order for the Employee Offering 2023

Please return to your Human Resources Department  
by June 2, 2023 at the latest

I, the undersigned,

Mr  Mrs

Family name .....	First name .....	
Date of birth [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]	Citizenship .....	Employee identification number [NZL][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]
Employer .....	ID VINCI Group [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]	
Personal address .....	.....	
Postal Code .....	City .....	Country .....
E-mail .....	Mobile phone .....	

Information required above is necessary in order to process your subscription request and manage your assets. Please make sure that all fields are completed prior to remitting your subscription form.

● **Certify the following:**

- I have read and understood the offering documents that have been made available to me, and in particular, the Information Brochure and the Country Supplement for New Zealand (including the prescribed warning statement required to be provided to me under the Financial Markets Conduct Regulations 2014) as well as the Key Information Document for the FCPE CASTOR INTERNATIONAL RELAIS 2023 and FCPE CASTOR INTERNATIONAL (available upon request from your employer or at <https://castorvinci.com>);
- I have been informed of the subscription price;
- I agree to be bound by the representations and undertakings set out on the reverse of this form;
- On the date of this Subscription Order, I am an employee of a VINCI group company and I have been employed by a VINCI group company for at least six months of the past twelve months.

I choose to invest in this offering the amount of  
(must be equal to the local currency equivalent of the  
subscription price of one VINCI share or a higher amount):

[ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ] NEW ZEALAND DOLLARS

The price in New Zealand dollars will be confirmed by your local correspondent upon commencement of the 2023 subscription period.

You can choose to pay the set price for a rounded number of shares or your own amount, which may result in the purchase of part shares.

**The amount indicated above shall be paid by:**

**electronic bank transfer** to the bank account notified to me by my employer during the subscription period.

Please note that your payment must be received at the latest on June 6, 2023.

● **I acknowledge and agree the following:**

- subscription to this offering is governed by the provisions of the International Group Share Ownership Plan of VINCI group, this Subscription Order and the Country Supplement for New Zealand;
- I acquire VINCI shares in this offering through the subscription of the units of the FCPE "CASTOR INTERNATIONAL RELAIS 2023" which will merge in the FCPE CASTOR INTERNATIONAL, subject to the decision of the FCPE Supervisory Board and approval of the AMF, the French Securities Authority;
- my Subscription Order becomes final and irrevocable at the end of the subscription period. If I submit a Subscription Order in paper form and a Subscription Order online, the Subscription Order submitted online will prevail and my Subscription Order in paper form will not be processed.

● **Any Subscription Order, if not duly completed or erroneous, may be rejected. In particular, VINCI may consider this Subscription Order as not valid if it is not accompanied by payment of the subscription price as indicated above.**

**I have retained a copy of this Subscription Order for my personal files.**

Signature .....

Date .....

## REPRESENTATIONS AND UNDERTAKINGS

- I acknowledge and agree that by investing in this offering, I become a participant in the International Group Share Ownership Plan of the VINCI group (the Plan).
- I understand that, although I will pay for my investment in New Zealand dollars, subscription of VINCI shares is made in Euros. Thus, the amount of my investment will be converted into Euros at the exchange rate determined by VINCI on the price fixing date (ie May 12, 2023). It is expected that VINCI will use the exchange rate as applicable on that date. During the life of my investment, the value of my investment will be affected by fluctuations in the currency exchange rate between the Euro and the New Zealand dollar. As a result, if the value of the Euro strengthens relative to the New Zealand dollar, the value of my investment, expressed in New Zealand dollars, will increase. On the other hand, if the value of the Euro weakens relative to the New Zealand dollar, the value of my investment, expressed in New Zealand dollars, will decrease.
- I acknowledge and agree that, save for the occurrence of a case of early redemption of FCPE units (as described in the Information Brochure), my investment will remain blocked for a lock-up period of 3 years, meaning that I cannot redeem my FCPE units and receive VINCI shares during this time.
- VINCI makes available upon request the regulations of the Plan and of the FCPEs referred to in the front of this Subscription Order.
- VINCI shares are listed on Euronext. The value of my investment will track the value of VINCI shares that may go up as well as down. VINCI makes available on [www.vinci.com](http://www.vinci.com) its universal registration document (annual report) and other financial reports that contain important information on the activities, strategy, management and financial results of VINCI as well as the risk factors related to activities of VINCI group. I certify that I was able to access these documents.
- I acknowledge and agree the tax consequences that may result from my participation in the Plan and assume full responsibility of any tax consequences relating to participating in the Plan. In particular, I acknowledge that I must reimburse my employer for any sum that it would have had to advance on my behalf for the tax that is applicable to me. My employer may deduct such amounts from my pay or any other amounts due to me and/or may order the sale of all or part of my FCPE units or VINCI shares and withhold from the proceeds.
- My decision whether or not to participate in this offering of the Plan is entirely voluntary and personal. My decision will have no effect, either positive or negative, on my employment within the VINCI group. Participation in the Plan is separate from and does not form a part of my employment agreement and does not confer to me any right or entitlement in relation to my employment or subsequent benefits or entitlements, including upon termination.
- I acknowledge and agree that participation in the Plan is offered at the discretion of VINCI and that the Plan may be modified or withdrawn by VINCI at any time at its discretion.
- I acknowledge and agree that, neither this Subscription Order nor any other material distributed or made available to me in connection with this offering or the Plan shall confer to me any right or entitlement in relation to future offerings.
- By participating in the Plan I may receive a grant of bonus VINCI shares without payment required to my employer. Details in relation to the grant of bonus VINCI shares are described in the Information Brochure. All terms and conditions governing the rights to Bonus Shares are provided for in the regulations of the International Group Share Ownership Plan of VINCI group that I am encouraged to read.
- I certify that my payments to the Plan made in 2023 will not exceed 25% of my annual gross remuneration paid to me by the VINCI group company that is my employer estimated for 2023. For the purpose of this calculation, I shall take into account salaries paid to me since January 1, 2023 and make an estimation of salaries that I should receive until end of the year 2023 based on my employment agreement. All figures retained for this calculation are gross amounts, i.e., before withholding of taxes and social contributions, where applicable.
- The number of shares available for the offering under the Plan is 8 969 809. If the overall amount of Subscription Orders exceeds the number of VINCI shares available for the offering, the amount of my investment will be reduced. The reduced amount will be calculated as follows:
  - (i) An individual threshold will be calculated as being the average Subscription Order made by participants for the offer under the Plan. Subscription Orders will be fully made up to this average Subscription Order threshold.
  - (ii) Then, the remaining amount of VINCI shares will be allocated by applying a reduction ratio that will be calculated and applied to remaining individual Subscription Orders.

I agree to reduce the amount of my investment under the Plan accordingly. Amounts corresponding to my Subscription Order that could not be met will be reimbursed to me up to my voluntary payment, or the amount to be withheld reduced accordingly. Payment will be made according to terms provided locally.

- **I have noted that if I fail to pay or do not pay in time the amount of my investment under the Plan, this Subscription Order can be cancelled without notice. If my order has been processed, I will remain liable to my employer for the amount of my subscription. I recognise and expressly accept that VINCI or my employer may redeem or have redeemed, without any prior notice whatsoever, all of my FCPE units and/or VINCI shares and allocate the proceeds towards payment of my outstanding subscription amount. If the proceeds from a sale of VINCI shares are not sufficient to cover the outstanding subscription amount, I will remain liable to my employer for the corresponding amount. Further, my employer reserves the right to file a claim against me for payment of the unpaid amounts.**

- I understand that the offer is not open to "U.S. Persons" and I hereby certify accordingly that I am not a resident of the United States of America. I understand that further information about this restriction is available in the FCPE's regulations and on the website of the management company accessible through [castonvinci.com](http://castonvinci.com).

Pursuant to provisions of Regulation (EC) n° 833/2014 and Regulation (EC) n°765/2006, as amended, the offer is not made to Russian nationals and persons residing in Russia, nor to Belarussian nationals and persons residing in Belarus, except (i) in case of Russian nationals, if those persons are nationals of a EU Member State, of a country member of the European Economic Area or Switzerland, or have a temporary or permanent residence permit in a EU Member State, a country member of the European Economic Area or in Switzerland and (ii) in case of Belarussian nationals, if those persons are nationals of a EU Member State or have a temporary or permanent residence permit in a EU Member State. Consequently, I hereby confirm that this restriction does not apply to me.

### Processing of personal data

I understand that my personal data contained in this Subscription Order shall be used in the context of the computer data processing. This processing is subject to the French Law n°78-17 of January 6, 1978 on data processing, data files and individual liberties, the EU Regulation on Data Protection (2016/679) (GDPR) and the New Zealand Privacy Act 2020. Further information on the New Zealand Privacy Act 2020 requirements is set out in the Country Supplement for New Zealand.

The legal basis for processing is the execution of the subscription contract. Personal data contained in this Subscription Order is processed because it is necessary for the performance of the contract of subscription and more generally administration of my assets within the framework of the Plan. I acknowledge that my personal data will be retained for the time necessary for the management of my assets (which shall correspond to at least the duration of the lock-up period provided for under the Plan) and after redemption of assets, for the archiving purposes until the expiry of prescription period of any possible dispute.

The controller of data processing is VINCI SA, having its corporate office at 1973, bd de la Défense, 92000 Nanterre, France. My personal data will be processed by VINCI SA, my local employer and by AMUNDI ESR, having its registered office at 90 boulevard Pasteur, 75015 Paris, France (postal address 26956 VALENCE CEDEX 9, FRANCE) appointed by VINCI SA for executing all transactions in connection with my subscription request, account keeping and administration of my assets with the framework of the Plan. I specifically note that my personal data will be transferred in this context to such service provider in France.

In addition to any rights or obligations in the Country Supplement for New Zealand, I shall have the right to request access to, modification, rectification, or erasure (after redemption of all my assets held in the Plan) of my personal data, as well as the right to request restriction of processing of my data or to object to processing and the right to lodge a complaint with a supervisory authority, such as the French CNIL ([www.cnil.fr](http://www.cnil.fr)). In order to exercise my rights in connection with the processing of my personal data, I shall contact the Human Resources department or the data protection officer of VINCI SA at [contact.dpo@vinci.com](mailto:contact.dpo@vinci.com).

Information on processing of personal data in the context of VINCI Castor International Share Plan is provided in the "Notice on protection of your personal data" made available on [castonvinci.com](http://castonvinci.com).