



Subscription Order to the Offering 2024

Please return to your Human Resources Department by 31 May 2024 at the latest

I, the undersigned: Mr. Mrs. Ms.

PERSONAL INFORMATION

Family name

First name

Date of birth

Citizenship

Employee number

Employer

ID VINCI Group

Personal address

Postal Code

City

Country

Email

Mobile phone



The information required above is necessary to process your subscription request and manage your assets. Please make sure that all fields are completed prior to submitting your subscription form.



I certify that I have taken note:

- of the **offering documents** that have been made available to me at **castor.vinci.com**;
- of the **subscription price**;
- of the **provisions on the reverse of this form and accept to be bound by them.**



I further certify that:

- I am an employee of a VINCI group company
- On the date of my subscription, **I have been employed with the VINCI group for at least 6 months** (consecutive or not) over the past 12 months



I choose to invest the amount of: (AU\$)

(Must be equal to or above the subscription price of one unit of the FCPE Castor International Relais 2024)

I pay the full amount (tick one box only):

- by bank transfer to my employer's bank account:**
 - The details of the bank account will be made available to me by my employer during the subscription period. I will transfer these monies between 9 and 12 July 2024.
- My payment will be received between 9 and 12 July 2024. by salary advance of the amount indicated above and repayment of such advance by after-tax salary deductions over 3 months.
 - I authorise my employer to deduct these sums from my after-tax salary starting from 9 July 2024.
 - Withholdings will be made in accordance with the law applicable in Australia.

I have duly noted that:

DOCUMENTS

This offering is **governed** by the provisions of the International Group Savings and Share Ownership Plan of VINCI group, the provisions of this form, the regulations and KIDs of the FCPE Castor International Relais 2024 and of the FCPE Castor international and the local supplement.

I can consult these documents, as well as the Information Brochure on the offering on castor.vinci.com.

INVESTMENTS in units of FCPEs

The amounts corresponding to my subscription will be invested in units in FCPEs:

- First, units of the FCPE CASTOR INTERNATIONAL RELAIS 2024 which will hold shares of VINCI;
- Then, after the merger of that FCPE with FCPE CASTOR INTERNATIONAL units of FCPE CASTOR INTERNATIONAL.

IRREVOCABLE ORDER

My subscription order becomes **irrevocable at the end of the subscription period**. If I submit an order in paper form and an order online, only the order submitted online will be processed.

COMPLETE ORDER

Any subscription order, if not duly completed or erroneous, may be rejected. In particular, VINCI may consider my order as not valid if the subscription price election has not been completed as indicated above.

Representations and undertakings

My subscription

- By investing in this offering, I **become a participant in the International Group Savings and Share Ownership Plan** of VINCI group.
- Save for the occurrence of a case of early release (as described in the Local Australian Supplement and the Information Brochure), my investment will remain **blocked for a 3-year period**.
- My **decision** whether or not to participate in this offering is **entirely voluntary and personal**. My decision will have no effect, either positive or negative, on my employment within the VINCI group.
- Participation in this offering is separate from my employment agreement. **It does not confer to me any right or entitlement in relation to my employment or subsequent benefits or entitlements**, including upon termination.
- **Neither this document nor any other material** distributed or made available to me in connection with this offering or the International Group Savings and Share Ownership Plan **shall confer to me any rights or entitlement in relation to future offerings**.

WARNING: This offering is not open to U.S. Persons. I hereby certify accordingly that I am not a resident of the United States of America.

Pursuant to provisions of Regulation (EC) n° 833/2014 and Regulation (EC) n°765/2006, as amended, the offering 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.

I hereby confirm that this restriction does not apply to me.

My payment and bonus shares

- I certify that my payments to the International Group Savings and Share Ownership Plan made in 2024 **will not exceed 25% of my annual gross remuneration estimated for 2024**.
 1. For the purpose of this calculation, I shall take into account salaries paid to me since 1 January 2024 and make an estimation of salaries that I should receive until end of the year 2024 based on my employment agreement.
 2. All figures retained for this calculation are gross amount, i.e., before withholding taxes and social security contributions, where applicable.
- I understand that although I will pay for my investment in Australian dollars ("AU\$"), the subscription of units is made in Euros. Thus, the amount of my investment will be converted into Euros at the exchange rate determined by VINCI prior to the start of the subscription period. It is expected that VINCI will make reference to the exchange rate as applicable on 10 May 2024. During the life of my investment, the value of my assets will be affected by fluctuations in the currency exchange rate between the Euro and the AU\$. As a result, if the value of the Euro strengthens relative to the AU\$, the value of my assets expressed in AU\$ will increase. On the other hand, if the value of the Euro weakens relative to the AU\$, the value of the assets expressed in AU\$ will decrease.
- I declare that:
 - (i) I have read and understood the terms of the interest free advance as set out in the Australian supplement, including that I am obligated to repay the amount of the salary advance by way of salary deduction from my after-tax salary over a period of 3 months commencing in July 2024 or by bank transfer between the 9th and 12th of July 2024;
 - (ii) the purpose of my investment will at all times be to derive assessable income from my units in the FCPE; and
 - (iii) I have been informed that if I paid interest at a commercial rate on the amount to be advanced to me pursuant to the salary advance for the period from payment of the subscription amount to when the salary advance is fully repaid, I would be entitled to claim an income tax deduction equal to 100% of the interest paid on the amount advanced.
 - (iv) I understand that I need to complete and return the separate declaration (provided with this subscription order) in relation to the above declarations.
- **In addition** to my investment, VINCI will grant me VINCI shares for free (Bonus Shares) in accordance with the terms and conditions described in the Information Brochure. I note that as long as I will continue to hold Bonus Shares after their delivery, dividends paid by VINCI will be invested on my behalf in the FCPE and will result in issuance of additional FCPE units to me.

My investment

- All the conditions governing my investment and right to Bonus Shares are set out in the International Group Savings and Share Ownership Plan, in this form, in the regulations and KIDs of the FCPE Castor International Relais 2024 and of the FCPE Castor International, and in the local supplement, available on castorvinci.com.
- The value of my investment in the FCPE units will track the value of VINCI shares, which are listed on Euronext Paris, and whose value may go up as well as down.
- I have access on www.vinci.com to the universal registration document of VINCI and other financial reports that contain important information on the activities, risk factors, strategy and financial results of VINCI.

Ceiling of the offering and reduction in case of oversubscription

- The number of shares available for the offering is 8 966 229. If the overall amount of subscription requests exceeds the number of shares available for the offering, the amount of my investment in the FCPE will be reduced. The reduced amount will be calculated as follows:
 1. An individual threshold will be calculated equal to the average subscription request calculated based on the overall amount of subscription requests. Subscription requests will be wholly met up to this threshold.
 2. Then, the remaining amount of shares will be determined and a reduction ratio will be calculated and applied to the remaining individual subscription requests.
- **I accept to reduce the amount of my investment accordingly.** The remainder of my payment will be reimbursed to me or the amount to be withheld will be reduced accordingly.

Taxation

- I have noted the tax consequences that may result from my participation in the offering and assume full responsibility.
- 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 payment of tax or social charges that are applicable to me. My employer may deduct such amounts from my pay or any other amounts due to me. If necessary, my employer may also:
 - order the sale of my FCPE units and;
 - withhold the abovementioned amounts from the proceeds.

Default in payment – late payment

- If I fail to pay or do not pay the amount of my investment, 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**, without any prior notice whatsoever, all **of my FCPE units** and allocate the proceeds towards the repayment of my subscription amount.
- I understand that **if I cease employment** with the VINCI group before all my after-tax salary deductions are completed or I otherwise fail to pay the full amount for my investment, I expressly and irrevocably authorise my employer to deduct the amount of any after-tax salary deductions which remain outstanding pursuant to my subscription **from my final salary or any other sums which may be owed to me**. I commit to repay in full the advance on my salary before such termination and I acknowledge that the amount I must repay to my employer to repay the salary advance is the lesser of (1) my subscription amount in AU\$ as specified in this subscription order, less the aggregate of the after-tax salary deductions already made under this Subscription Order and (2) the cumulative value (as at the time the loan is repayable) of the financial products (being the units in the FCPE) I subscribed for and which were allocated to me (“Outstanding Repayment Amount”). Should I continue to owe any sums to my employer pursuant to my subscription, unless I pay such balance, I hereby authorise my employer to deduct the Outstanding Repayment Amount from any amounts payable to me in connection with the termination of my employment.

Processing of personal data

- My personal data contained in this subscription order shall be used in the context of the computer data processing, subject to:
 - the French Law n°78-17 of 6 January 1978 on data processing.
 - the EU Regulation on Data Protection (2016/679).
- The data contained in this subscription order is necessary for the execution of the subscription contract and administration of my assets within the framework of the International Group Savings and Share Ownership Plan of VINCI.
- 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;
 - after redemption of the assets, until the expiry of the prescription period of any possible dispute (for archiving purposes).
- The controllers of data processing are **VINCI S.A. and my employer**.
- My personal data will be **transferred to AMUNDI ESR** in France, appointed by VINCI S.A. for executing all transactions in connection with my subscription request, account keeping and administration of my assets.
- I also **acknowledge, and consent** to the fact, that the operation and administration of the Plan will on occasions involve the **transfer of my personal information**, including my tax file number, **from France to Australia** and consent under the Privacy Act 1988 (Cth) to the collection and use of my personal information for the purposes of the International Group Share Ownership Plan.
 - I consent to the provision of this information to the Australian Taxation Office and any other regulatory authorities to comply with legal requirements. In particular, I agree to **my tax file number** (as provided to my employer as an employee of the Group) being provided to VINCI, AMUNDI ESR and to the Australian Taxation Office and any other regulatory authorities as permitted under law.
 - I acknowledge that VINCI and my employer may be required or authorised to collect my personal information under laws including the Income Tax Assessment Act, and that limited details about VINCI shareholders may be made available under applicable laws in France. **I consent to the use and disclosure of my personal information** set out on the subscription order for the purposes related to or required by the International Group Share Ownership Plan or any particular legal requirements. This consent is given to my employer, to the management company from time to time of the FCPEs, and to any company or person authorised or engaged by VINCI or my employer to assist with the operation and administration of the FCPEs and the International Group Share Ownership Plan or to the Australian Taxation Office to comply with legal requirements.
 - 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;
 - restriction of processing of my data or to object to processing;
 - the right to data portability;
 - the right to lodge a complaint with a supervisory authority.
 - **To exercise my rights: contact.dpo@vinci.com or contact my employer.**
 - An **information notice** on processing of personal data in the context of the offering is made available on castorvinci.com.

Sign

Date

I have read and accepted the terms and conditions of the offer and I have retained a copy of this subscription order for my personal files.