



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.

PERSONAL INFORMATION

Family name

First name

Date of birth

Citizenship

SSN

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 chose to participate in this offering and grant authority to AMUNDI ESR to subscribe in my name and on my behalf for shares of VINCI as I indicate below.



I choose to subscribe for (minimum 1 share) shares

Equivalent to investing in this offering the amount of* (USD)

(*To calculate your investment in USD, multiply the number of shares you have chosen to subscribe for by the subscription price (in USD) you have been informed of)

I pay the amount*:

Of _____ USD, which is equivalent to _____ shares

by enclosing a cashier's check or money order payable to my employer:

- The details will be made available to me by my employer during the subscription period.
- My check or money order must be submitted with my subscription form.

Of _____ USD, which is equivalent to _____ shares

by salary advance from my employer (limited to 10 shares) and repayment of such advance by salary deductions over 3 months:

- I agree that repayment of such advance will be salary deductions over 3 months starting from July 2024. Accordingly, I undertake to repay the advance in instalments in accordance with payroll practices and authorize my employer to deduct these sums from my salary.

By electing to pay for up to ten shares by a salary advance, I acknowledge that:

- Withholdings will be made in accordance with the law applicable in the USA.
- To the extent my salary advance (combined with all other loans and salary advances extended to me by the VINCI group and its subsidiaries and affiliates) exceeds US\$10,000, I will incur imputed interest income.
- In the event that my employment is suspended or terminated for any reason before my salary advance is paid off, I agree to pay the remaining amount due under my salary advance before my departure. My employer will have the right to collect any unpaid portion of my salary advance from other amounts that are owed to me, except to the extent such collection is prohibited by law or would cause me to become subject to interest or additional tax under Section 409A of the Internal Revenue Code.

* You should indicate the amount in US dollars and its equivalent in a whole number of shares. The sums of both the USD amounts and the equivalent number of shares have to be equal to the indicated total investment and total subscribed shares respectively.

In the event that the amount paid by you in US dollars does not correspond to the subscription value of a whole number of shares, the paid amount will be rounded-down to the nearest value of a whole number of shares and the difference will be reimbursed or the amount to be withheld will be adjusted accordingly.

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 and the local supplement.

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

The regulations of the Plan are available to me (in English or French) at my Human Resources Department.

INVESTMENTS
INVESTMENTS in VINCI shares

The amounts corresponding to my subscription will be invested **in VINCI shares**. I will hold my shares in a share account in my name.

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 FORM

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

Place Date

Signature (please write «Read and approved»)

I have retained a copy of this subscription form for my personal files.

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 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:

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 compensation 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 U.S. dollars, the subscription of shares 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 U.S. dollar. As a result, if the value of the Euro strengthens relative to the U.S. dollar, the value of my assets expressed in U.S. dollars will increase. On the other hand, if the value of the Euro weakens relative to the U.S. dollar, the value of the assets expressed in U.S. dollars will decrease.
- **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.

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, and in the local supplement, available on castorvinci.com.
- The value of VINCI shares listed on Euronext Paris may go up as well as down. I understand that the amount I invest is at risk.
- 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.
- I acknowledge that I am not relying on any financial, tax or other advice from any VINCI company or any of its officers, employees or agents.

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 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.
- Additionally, share offerings made in the United States are limited to US\$10,000,000. This is the aggregate amount of investment that can be made by all participants in the CASTOR INTERNATIONAL 2024 offering in the United States in any 12-month period. If the overall amount of subscription requests from United States participants exceeds the amount available for the United States, your subscription may be reduced applying the same rule as stated above.
- **I accept to reduce the amount of my investment accordingly**. The remainder of my payment will be reimbursed to me or the amounts 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 shares, and;
 - withhold the abovementioned amounts from the proceeds.

Default in payment – late payment

- If I fail to pay or do not pay in time the amount of my investment, this 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 recognize and expressly accept that VINCI or my employer **may sell**, without any prior notice whatsoever, **all of my VINCI shares** and allocate the proceeds towards reimbursement of my subscription amount.
- If the proceeds from the sale are not sufficient to cover the amount indicated above, I will remain liable to my employer for the corresponding amount.
- My employer reserves the right to **file a claim against me** for recovering the unpaid amounts.

Processing of personal data

- My personal data contained in this form 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 form 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 SA. for executing all transactions in connection with my subscription request, account keeping and administration of my assets.
- 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**.