



Subscription Order to the Offering 2024

Please submit by 31 May 2024 at the latest

I, the undersigned: Mr. Mrs.

PERSONAL INFORMATION

Family name

(First name)

Date of birth

Citizenship

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 read and understood the **offering documents** that have been made available to me at castor.vinci.com;
- I have taken note of **the subscription price**;
- I have taken note 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: (USD)

(Must be equal to or above US equivalent of the subscription price of one VINCI share, based on the exchange rate determined by VINCI on the fixing date)

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

- by wire transfer:**
 - The details of the bank account will be indicated to me by VINCI group.
 - My payment must be received at the latest on 4 June 2024.
- by deduction** of the amount indicated above **from my salary** as follows:
 - Month of July 2024: _____ USD
 - Month of August 2024: _____ USD
 - Month of September 2024: _____ USD
 - I authorise my employer to deduct these sums from my salary as indicated above.
 - Please note that withholdings will be made in accordance with the law applicable in Cambodia. In particular, the deduction must not exceed the "transferable or attachable" portion of your salary as determined under the Cambodian labour law. Accordingly, you represent that each instalment will in no way impede your ability to maintain a sufficient standard of living based on current economic conditions.

For employees who participated to Castor 2021 offering:

- by deduction from the proceeds of redemption of my assets** which become available on July 5, 2024, subject to my instruction to exit Castor 2021 and processing of my instruction before July 15, 2024.
- I noted that if the redemption request were not processed by July 15, 2024, the subscription amount will be recovered by deduction from my salary in instalments of equal amount over the months of July, August, and September 2024, or any longer period subject to the amount of the minimum salary guarantee.

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 as well as form of self-declaration letter.

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

**INVESTMENTS
in VINCI shares:**

The amounts corresponding to my subscription will be invested **in VINCI shares:**

- First, my shares will be held in the FCPE CASTOR INTERNATIONAL RELAIS 2024;
- Then, after the merger of the FCPEs, my shares will be held in the 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
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.

I expressly consent to the processing of my personal data under the conditions stated on the reverse of this form.

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 (including in relation to calculation of my seniority payment where applicable) 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 of VINCI group **shall confer to me any rights or entitlement in relation to future offerings**.

WARNING:

This offering is strictly reserved for eligible employees of VINCI group, in their personal capacities. It is forbidden to offer participations in this offering to any person who is not an eligible employee. This means that if you are an eligible employee, you cannot directly or indirectly offer any participation in this offering to friends, family or other persons. This would include any arrangement in which you obtain financing in exchange for providing a share of the profits.

VINCI reserves the right to take such actions as it deems necessary or advisable to ensure compliance with the prohibition on offering participations in this offering to any person who is not an eligible employee. This may include requiring participants in the offering to provide proof that the funds that they use to subscribe come from their own personal resources. If at any time VINCI believes or suspects that a person has or may have violated this rule or any other term of the offering, to the extent permitted by applicable law, VINCI may without prior notice (i) refuse or cancel the subscription order of such person and/or (ii) cause the sale of any shares allotted to such person and withhold from the sale proceeds any gains, expenses and/or misappropriated amounts and/or (iii) freeze the savings plan account of such person and/or (iv) withhold any misappropriated amounts from other amounts due to such person by any company of the VINCI group (including their salary).

VINCI reserves the right to cancel or modify this offering, in whole or in part, at any time, in its sole discretion. In case of cancellation or modification, no indemnity shall be owed or provided for loss of incentives or future profits.

I understand that, for the time being, there are no specific laws governing the offering in Cambodia. In the event of the enactment of legislation or passing of regulation, VINCI reserves the right to modify the terms of the offer to the extent required under the laws of Cambodia. I hereby agree to be bound by all such modifications and/or additional legal obligations required under the laws of Cambodia in order to effectively implement the offering in Cambodia.

Specific Restrictions

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 of VINCI group made in 2024 **will not exceed 25% of my annual gross compensation estimated** for 2024.
 - 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.
 - 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 US dollars («USD»), 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 USD. As a result, if the value of the Euro strengthens relative to the USD, the value of my assets expressed in USD will increase. On the other hand, if the value of the Euro weakens relative to the USD, the value of the assets expressed in USD 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 of VINCI group, in this form, in the regulations and KIDs of the FCPE Castor International Relais 2024 and of the FCPE Castor International, in the local supplement and form of self-declaration letter, available on castor.vinci.com.
- The value of my investment **will track the value of VINCI shares**, listed on Euronext Paris, that 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 will be **reduced**. The reduced amount will be calculated as follows:
 - 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.
 - 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 or 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 may redeem or have redeemed, without any prior notice whatsoever, all of my FCPE units and/or 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 VINCI SA for the corresponding amount.
- VINCI SA 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; and
 - 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 controller of data processing is **VINCI S.A.**
 - 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 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**
 - An **information notice** on processing of personal data in the context of the offering is made available on castor.vinci.com.