

# CASTOR INTERNATIONAL

the International Group Share Ownership Plan of VINCI group



## Subscription order

to the Employee Offering 2014

Please return to your Human Resources Department  
by June 6, 2014 at the latest

I, the undersigned,

Mr

Mrs

Family name ..... First name .....

Date of birth [ ][ ][ ][ ][ ][ ][ ][ ][ ] Citizenship ..... VINCI Mobility ID [ ][ ][ ][ ][ ][ ][ ][ ][ ]

Employer: VINCI Mobility

Personal address .....

Postal Code ..... City ..... Country .....

E-mail .....

**▶ 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 Local Supplement as well as the Key Investor Information Document for the FCPE CASTOR INTERNATIONAL RELAIS 2014 and FCPE CASTOR INTERNATIONAL (available upon request from my employer or at [www.vinci.net](http://www.vinci.net));
- I have been informed of the subscription price;
- I agree to be bound by the representations and undertakings set forth on the reverse of this form.

**▶ I further certify that, on the date of this order, I am an employee of a VINCI group company and I satisfy the condition of having been employed with VINCI group for at least six months over the past twelve months.**

**I chose to invest in this offering the amount of (must be equal to or greater than the subscription price of one VINCI share):**

[ ][ ][ ][ ][ ][ ][ ][ ][ ], [ ][ ][ ] EUROS

**That I pay by:**

- deductions from my salary over 4 months, starting from June 2014\*;  
I authorize VINCI Mobility to deduct from my salary the amounts necessary for repayment of the advance.  
\*The deduction will be made in accordance with the law applicable in Switzerland. Therefore, it could not exceed 25% of your gross monthly salary.

**▶ I have duly noted that:**

- subscription to this offering is governed by the provisions of the International Group Share Ownership Plan of VINCI group and this order;
- the amount of my subscription is to be paid into the capital increase reserved for employees of the VINCI group entities outside of France. This amount will be first invested in the FCPE "CASTOR INTERNATIONAL RELAIS 2014" and, upon merger, my investment will be held 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 is irrevocable.

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

Place ..... Date .....

Signature (please write « Read and approved »)

## REPRESENTATIONS AND UNDERTAKINGS

- I note that this Castor International offering is being made to me exclusively in Switzerland, in my capacity as an employee of VINCI Mobility, a Swiss company.
- I agree that, if the legislation applicable in the country in which I may be working at the time the offering or at the time of remittance of my subscription order ("Foreign Country") prohibits or negatively affects my participation in the CASTOR INTERNATIONAL offering, VINCI SA. has the right to cancel my subscription request or to sell or otherwise cash out my investment before the end of the lock-up period. In such case, I will no longer be entitled to delivery of bonus shares but I may receive a cash compensation in lieu of bonus shares.
- I have noted that by subscribing to this capital increase, I become a participant in the International Group Share Ownership Plan of VINCI group.
- I have noted that the subscription price of one VINCI share that has been communicated to me is equal to the average opening prices of the VINCI share over the twenty trading days preceding the decision of the VINCI Chief Executive Officer fixing the subscription price.
- I understand that subscription of VINCI shares is made in Euros. I should also be aware that remittance of redemption proceeds may be conditioned by local foreign exchange control regulations applicable to me at such time.
- I have duly noted that, 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.
- VINCI makes available upon request the regulations of the International Group Share Ownership Plan of VINCI group and of the FCPEs referred to in the front of this form. I certify that I was able to access the VINCI *document de référence* (annual report) and other financial reports that contain important information on the activities, strategy, management and financial results of VINCI.
- I note that my participation in the International Group Share Ownership Plan may have tax consequences for me, as described in general terms in the supplement that has been remitted to me. Neither VINCI SA, nor VINCI Mobility provide advice with respect to applicable taxation. I note that it is highly advisable to consult with a tax adviser before subscribing shares in this offering and I assume full responsibility of the tax consequences that may result from the subscription to the offering. In particular, I acknowledge that I must reimburse VINCI Mobility for any sum that it would have had to advance on my behalf for the tax or social charges that are applicable to me. VINCI Mobility 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 shares and withhold from the proceeds.
- 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 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 also noted that neither this document nor any other material distributed or made available to me in connection with this offering or the International Group Share Ownership Plan shall confer to me any right or entitlement in relation to future offerings.
- My investment in the capital increase will be complemented by a grant of shares without consideration by VINCI. Details thereof are described in the Information Brochure.
- I certify that my payments to the International Group Share Ownership Plan made in 2014 will not exceed 25% of my annual gross compensation.
- If the overall amount of subscription requests exceed the number of shares available for offering, my subscription to the capital increase will be reduced. I accept to reduce the amount of my subscription accordingly. The reduced amount will be calculated as follows:
  - (i) 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 served up to this threshold.
  - (ii) Then, the remaining amount of shares will be determined and a reduction ratio will be calculated to be applied to remaining individual subscription requests.

Amounts corresponding to subscription requests 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, this order can be cancelled without notice. In the case of default of payment, my employer may redeem or have redeemed, without any prior notice whatsoever, all of my FCPE units and/or shares and allocate the proceeds towards payment 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. Further, my employer reserves the right to file a claim against me for payment of the unpaid amounts.**

This order is subject to provisions of French Law n°78-17 of January 6, 1978 on data processing, data files and individual liberties. I have been informed that information contained in this form shall be used in the context of the computer data processing by VINCI. I take note that information provided in this form may only be used in order to manage the International Group Share Ownership Plan and to meet legal requirements. This data may be transmitted to any person involved in administration of the International Group Share Ownership Plan. In particular, I authorize transfer of my personal information to these persons in France. This data will be retained the time necessary to process subscriptions of VINCI shares and all transactions resulting therefrom as well as for management of assets held in the International Group Share Ownership Plan. I may exercise my right to access and rectify my personal data by contacting the Human Resources department of my employer.