



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

VINCI Mobility ID

Employer VINCI Mobility

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: (EUR)

(Must be equal to or above the subscription price of one VINCI share)

I pay this amount by deduction from my salary over 4 months, starting from June 2024:

- I authorize VINCI Mobility to deduct this amount from my salary;
- Withholdings will be made in accordance with the law applicable in Switzerland. Accordingly, the amount of the deduction will be limited to 25% of my gross monthly salary;
- If there is a difference between the amount of investment desired and the amount to be deducted from wages, I undertake to make a bank transfer to VINCI Mobility. The amount will be communicated to me by VINCI Mobility.

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 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 collection, use and transfer of personal data in connection with the offering under the conditions stated on the reverse of this form (including information on events that allow early redemption or trigger payment of the cash compensation instead of delivery of Bonus Shares).

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

- 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 prohibits or negatively affects my participation in the CASTOR INTERNATIONAL offering, VINCI S.A. 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.
- 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: 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 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.
- **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, 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](https://www.castorvinci.com).
- 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.
- 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:
 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 (as described in general terms in the supplement that has been remitted to me) and **assume full responsibility**.
- 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.
- 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 payment of 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. If necessary, VINCI Mobility 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 or my employer **may redeem**, without any prior notice whatsoever, all **of my FCPE units** 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 Mobility for the corresponding amount
- VINCI Mobility 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 and information provided in the context of early redemption or of payment of cash compensation instead of delivery of Bonus Shares 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 Swiss Federal Data Protection Act.
- 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 S.A. for executing all transactions in connection with my subscription request, account keeping and administration of my assets.
- I have been informed that VINCI Mobility may need to report my participation in the offering to the Swiss tax authorities according to the Federal Law on taxation of employee participation and ordinance regarding the certification dues of employers for employee participation.
- 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 VINCI Mobility**
- An **information notice** on processing of personal data in the context of the offering is made available on [castorvinci.com](https://www.castorvinci.com).