

CASTOR INTERNATIONAL 2020

VINCI SHARE INCENTIVE PLAN

TERMS & CONDITIONS FOR PARTNERSHIP AND MATCHING SHARES

These terms apply between you and VINCI S.A. (the "Company") and Equiniti Share Plan Trustees Limited (the "Trustee") and form part of your agreement, along with the rules of the Plan (the "Rules"), to buy shares under the VINCI Share Incentive Plan (the "Plan"). Words used here are defined in the rules of the Plan or legislation. In the event of any conflict between the terms & conditions, the Rules and/or legislation, the Rules and legislation will apply.

Your Privacy Notices clearly explain how your data is protected and how your enhanced rights applied from 25th May 2018. To read the latest versions, please visit <https://privacy.equiniti.com> and <https://www.vinciconstruction.co.uk/downloads/privacy-notice.pdf>

PLEASE NOTE THE PRICE OF SHARES AND THE INCOME FROM THEM MAY GO DOWN AS WELL AS UP AND YOU MAY NOT GET BACK THE AMOUNT THAT YOU HAVE INVESTED.

NOTICE TO PARTICIPANT ABOUT POSSIBLE EFFECT ON BENEFITS.

Deductions from your pay to buy Partnership Shares under this agreement may affect your entitlement to, or the level of, some contributory social security benefits, statutory maternity pay and statutory sick pay.

They may also have a similar effect in respect of any contributory social security benefit paid to your spouse or civil partner.

With this agreement you should have been given information on the effect of deductions from your pay to buy Partnership Shares on entitlement to social security benefits, statutory sick pay and statutory maternity pay. The effect is particularly significant if your earnings are brought below the lower earnings limit for National Insurance purposes, and is explained in the information booklet, Share Incentive Plans and your entitlement to benefits, it is therefore important that you read it. If you have not been given a copy, ask your employer for it.

Otherwise a copy may be obtained from any office of HM Revenue & Customs, the Department for Work and Pensions, or, in Northern Ireland, the Department for Social Development. You should take the information you have been given into account in deciding whether to buy Partnership Shares. Alternatively, you can download leaflet IR177 from the HMRC website.

QUALIFYING PERIOD

I understand that I am eligible to acquire Partnership Shares and participate in an award of Matching Shares only if:

- a) I am employed by a Participating Company on the first date on which Partnership Share Money is deducted from my salary in respect of that monthly acquisition and I am not under notice on that date;
- b) I have been continuously employed by a Qualifying Company for a period of six months ending on the first date on which Partnership Share Money is deducted from my salary in respect of that monthly acquisition; and
- c) I satisfy the other conditions of eligibility set out in the Rules on the date the Partnership Share Money is deducted from my salary.

PARTICIPANT PARTNERSHIP SHARES

I agree that:

- the deductions stated on my application will be held in a non-interest bearing account until they are used by the Trustee to buy Partnership Shares in the Company for me;
- any deductions not used to buy Partnership Shares will at the discretion of the Trustee be carried forward and added to the next deduction;
- I may stop the deductions at any time, or begin them again, by writing to my employer, but I may not make up any amounts missed when deductions were stopped; instead of, or in addition to, making regular deductions I may make one or more periodic payments a year. These can be made at any time by writing to my employer prior to the relevant pay period from which the deduction is to be made; and
- if I cease to be employed by a company or an associated company participating in the Plan my salary deductions must cease.

I understand that: in the event that the Company places any restrictions on the amount of deductions taken from my salary, or the number of Partnership Shares available for the award(s) they will arrange to notify me.

MATCHING SHARES

I agree:

- that Matching Shares in the Company will be awarded to me under the Plan as stated in my application. I accept that the ratio stated may be varied by the Company, but it will notify me if the ratio varies before Partnership Shares are bought for me;
- to leave the Matching Shares in the hands of the Trustee or other persons appointed by the Trustee, and not to assign, charge or otherwise dispose of my beneficial interest in the shares for the whole of the Holding Period of 3 years; and
- that I will lose my Matching Shares if within 3 years from the date of the Award either:
 - a) I withdraw the Partnership Shares in respect of which the Matching Shares were awarded, or
 - b) I cease to be in Relevant Employment unless the employment ceases for one of the following reasons:
 - (i) injury or disability,
 - (ii) redundancy,
 - (iii) transfer of employment to which TUPE applies,
 - (iv) my employing company ceases to be an associated company,
 - (v) retirement,
 - (vi) death.

DIVIDENDS

I agree that:

- all dividends paid on my Plan Shares will be used by the Trustee to buy Dividend Shares in accordance with the rules of the Plan;
- any amount not used to buy Dividend Shares will be carried forward and added to the next cash dividend to be reinvested.

I understand that:

- the Dividend Shares must be left in the hands of the Trustee or other persons appointed by the Trustee, and I agree not to assign, charge or otherwise dispose of my beneficial interest in the shares for the whole of the Holding Period of 3 years;
- the Company may direct that dividends will not be used to buy Dividend Shares and that cash dividends will be paid;
- any payments will be paid direct to my salary bank account. If the Trustee does not have my salary bank account details a cheque will be sent to my registered address; and
- any dividends paid by the Company to the Trustee will be held in a non-interest bearing account until they are re-invested on my behalf.

HOLDING PERIOD

I understand that my obligations during the Holding Period will end:

(i) if I cease to be in Relevant Employment, and this may lead to forfeiture of the Matching Shares; or

(ii) if the Company terminates the Plan in accordance with the Rules. If (i) or (ii) occur, I consent to the transfer of my Plan Shares to me. If (ii) occurs, Shares can only be transferred once I have received notice of the Plan's termination (any consent to an early transfer of Shares will be invalid).

After the end of the Holding Period I may ask the Trustee for my Plan Shares, although I may have to pay income tax and National Insurance Contributions ("NICs") when the shares are removed.

I understand that my obligations under the Holding Period are subject to:

- a) the right of the Trustee to sell my shares to meet PAYE obligations; and/or
- b) the Trustee accepting at my direction an offer for my Plan Shares in accordance with the Plan.

STATEMENTS

I understand that a statement will be issued on an annual basis.

RIGHTS AND OBLIGATIONS

I agree that:

- I have received or been given access to a copy of the employee booklet/brochure relating to awards of shares under the Plan;
- taking part in the Plan does not affect my rights, entitlements and obligations under my contract of employment, and does not give me any rights or additional rights to compensation or damages if my employment ceases;
- I allow the Trustee to sell some or all of my Plan Shares to pay any income tax and NICs in respect of my shares ceasing to be subject to the Plan, unless I provide them in advance with a cheque that is drawn on a UK bank account in my name and have sufficient funds to pay these amounts;
- if there is a rights issue:
 - a) I agree to allow the Trustee to sell the rights attached to some of my Plan Shares, in order to fund the exercise of the rights attached to my remaining Plan Shares; and
 - b) in the event that there is insufficient time to take the action outlined above (as deemed by both the Company and the Trustee) or the sale of rights is insufficient to fund the exercise of any of my rights, the Trustee will sell the rights and pass the funds to me through my payroll;
- deductions from my salary, or the number of Partnership Shares, that I receive may be scaled down if any limit on the number of Partnership Shares set by the Company for an allocation of Partnership Shares would otherwise be exceeded;
- in the event that there remains an amount representing less than the price of one Share following the acquisition of Shares in November 2020, such amount will be paid to me after deduction of any necessary income tax or NICs; and
- important note: VINCI SA shares are traded in Euros, and therefore the number of Partnership Shares which are acquired on your behalf will depend on the exchange rate between Euros and Pounds sterling.

RESTRICTIONS

I understand that if I am subject to the Company's share dealing code, the restrictions set out in the code will apply and may affect my Plan Shares. I am aware that a copy of the Company's share dealing code is available from the Company.

CANCELLATION AND WITHDRAWAL RIGHTS

I acknowledge that I can cancel my participation in the Plan at any time and that:

- this exceeds my legal rights and will not affect the terms on which I agreed to accept shares already held for me under the Plan;
- no administration fees will be payable but any dealing fees incurred in selling shares awarded will be payable;
- the value of funds returned to me may be lower than the market value at the time of investment and I will not get back amounts representing market loss from the date the Plan was opened until cancellation; and
- as the funds were deducted from my salary before deduction of income tax and NICs, the funds will be returned through my payroll for payment to me through the PAYE system with the necessary deductions of income tax and NICs.

For further information about statutory rights contact a local authority Trading Standards Department or Citizens Advice Bureau.

Any request to cancel shall be sent in accordance with the rules of the Plan.

COMPANY

The Company agrees to arrange for shares in VINCI S.A. to be bought for or awarded to me, according to the Rules.

TRUSTEE

The Trustee is a part of the Equiniti group of companies whose registered offices are Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA, United Kingdom registered in England and Wales number 3925002. The main business of the Trustee is to act as Trustee for UK approved Share Incentive Plans.

The Trustee:

- will not be responsible for advising me on the suitability of any transaction in relation to the Plan;
- agrees to buy shares in the Company with the amounts deducted from your pay on the 15th of each calendar month (or the next business day if the 15th falls at the weekend) using the amounts then held on your behalf; and
- may, whether itself or through another member of the Equiniti group of companies, provide other services in relation to the administration of the Plan and may be compensated for these services.

VOTING

I agree that during such period as Shares are held by the Trustee, the Trustee will exercise voting rights upon the receipt of my direction in relation to a specific resolution or, absent such direction, based on the vote of the VINCI employee collective shareholding fund FCPE "CASTOR INTERNATIONAL".

EQUINITI LIMITED

I understand that:

- the Company and/or the Trustee may delegate the performance of services and the administration of the Plan to Equiniti Limited, part of the Equiniti group of companies (but Equiniti Limited will not thereby become a party to this Agreement except to benefit from the rights and disclaimers conferred on Equiniti Limited);
- I will not become a customer of Equiniti Limited nor will I have any rights or obligations against or rights to give instructions directly to Equiniti Limited. Equiniti Limited is acting for the Company and/or the Trustee and not for me; and
- Equiniti Limited is part of the Equiniti group of companies whose registered offices are Aspect House, Spencer Road, Lancing, West Sussex, BN996DA.

ELECTRONIC (INTERNET, INTRANET OR INTERACTIVE VOICE RESPONSE) APPLICATIONS

If I apply to participate in the Plan using the electronic facility provided, the following provisions will apply (references to "the Company" and where investments are held in Trust "the Trustee" refer to definitions in the Rules). The Company and/or the Trustee have the right to withdraw the electronic application facility at any time.

The Company and/or the Trustee may insist on a written application instead of an electronic application.

If I submit multiple applications the most recently dated application (that is received prior to any published closing date) will be given precedence. I acknowledge that if I apply in writing I should allow 5 days from receipt of the application before the information in it is processed and displayed.

The information that I provide to gain access to the service together with my acceptance of the terms and conditions will, when I confirm my application, constitute my electronic signature.

The Company and/or the Trustee may allow me to modify my application using the electronic application facility. If so, they may implement a cut-off date, after which I will no longer be able to modify my application.

Excess demand on the service and circumstances beyond the Company's and/or the Trustee's and/or Equiniti Limited's reasonable control may mean it is not always possible to use the electronic application facility.

The Company and/or the Trustee will take reasonable steps to ensure that the electronic application facility is available but neither they nor Equiniti Limited are responsible for systems beyond their reasonable control or any incompatibility between my systems and the electronic application facility.

I acknowledge that the electronic application facility enables me to give instructions directly to the Company and/or the Trustees. Such instructions are not to be regarded as instructions given directly to Equiniti Limited (even if Equiniti Limited's website or other facilities are used in connection with electronic applications).

I acknowledge that the Company (and not Equiniti Limited) is responsible for processing the electronic application, for determining how the data in the application is processed as well as for the information provided by the electronic application.

If I subscribe for Equiniti Limited's Shareview or portfolio creation service, or any other service in connection with the Plan, Equiniti Limited will be entitled to use and process the information which I enter to gain access to that other service (subject to the terms and conditions of the service).

HOW DO I COMPLAIN?

If I wish to complain about the service provided to me under this agreement I can put my complaint in writing to Equiniti at: Complaint Resolution Team, Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex. BN99 6DA, United Kingdom; or I can email Equiniti at concerns@equiniti.com.

TEXTEL/MINICOM SERVICE NUMBER 0371 384 2255

(or +44 121 415 7028 if calling from outside the United Kingdom) If I would like these terms and conditions in an alternative format, for example large print, Braille or audio tape, I should contact the helpline on 0371 384 2956 (or +44 121 415 0228 if calling from outside the United Kingdom).

ABOUT 0371 TELEPHONE NUMBERS

Lines are open 8.30am to 5.30pm Monday to Friday (excluding bank holidays in England and Wales).

CONFLICTS OF INTEREST POLICY

The Equiniti group of companies has established and implemented a Conflicts Policy (which may be revised and updated from time to time), which sets out how they seek to identify and manage all material conflicts of interest. Such conflicts of interest can occur in their day to day business activities, for example, where one of their clients could make a gain at the direct expense of another client, or they might be faced with an opportunity to make a gain but this would be to the direct disadvantage of one or more of their clients. Depending on the exact nature of the conflict of interest involved, they may take certain actions in accordance with the Conflicts Policy to mitigate the potential impact of the conflict.

Such actions may include putting in place controls between the opposing sides of the conflict which may control or prevent the exchange of information, and/or involve the appropriate management of staff activities and segregation of duties. Where such controls would be insufficient to eliminate the potential material risk of damage to clients from specific conflicts, then they will disclose the general nature and/or source of those conflicts of interest prior to them undertaking the relevant business.

Full details of the Conflicts Policy are on their website at www.shareview.co.uk, or contact them and ask for a printed copy.

At the time of the issue of this document no material conflicts of interest were identified which could not be managed in accordance with the provisions made above.

GENERAL PROVISIONS

I understand that:

- the Plan will be governed by the Trust Deed and Rules of the Plan under English Law. I agree that legal action relating to this agreement may only be dealt with by the courts of England and Wales. Any contact made by the parties to this agreement in relation to these terms and conditions will be in the English language. All instructions and notices to me under this agreement must be given to me under the Rules;
- the Trustee will take any actions considered necessary in their reasonable opinion to comply with all applicable laws and regulations or any requirements of any regulatory body that are binding upon them;
- the Trustee and the Company may, with the consent of both parties, vary this agreement at any time and with their absolute discretion. Should the terms of this agreement change in such a way as to have an effect on my entitlements or the service provided under the Plan, either the Trustee or the Company will write to me, giving 30 days notice of the change unless it is impractical to do so, outlining the changes and when these are due to take effect;
- if I no longer wish to participate on these terms, I should write to the Trustee in accordance with the rules of the Plan; and
- if a gain is made in the course of administering the Plan, the Trustee will be entitled to keep it.

Financial Conduct Authority ("FCA") Client Classification

I understand that:

Although the Plan is not regulated by the FCA, the Company and the Trustee will endeavour at all times to treat me as if I were classified as a retail client under the FCA's guidelines and I will be entitled to expect the same protections as would be provided by an FCA regulated provider except in the provision of best execution.