



# 2026 Castor Subscription Form

Please return to your Human Resources Department by May 22<sup>nd</sup>, 2026

I, the undersigned: Mr. Ms. Mrs.

## PERSONAL INFORMATION

Last Name

First name

Birth date (MM-DD-YYYY)

Citizenship

Last 4 Digits of SSN

Employer Name

ID VINCI Group

Personal address

Postal Code

City

Country

Personal 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](http://castor.vinci.com);
- of the subscription price; and
- 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; and
- 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 invest in (minimum 1 share)

Shares

Which corresponds to the investment amount of\*:

USD

\* I indicate the corresponding amount for my payment and for verifying that it does not exceed the applicable investment cap. To calculate the investment amount, I multiplied (i) the number of shares I have chosen to invest in by (ii) the subscription price I have been informed of. I can also use the simulator made available to me on the offering website. **In case of discrepancy** between my requested number of shares and the total investment amount that I indicated in USD above, **my request will be processed for the number of shares set forth above and I will remain liable to my employer for any difference.** (see «default in payment – late payments» section below).

I elect to pay the amount\* via the following election option(s); if electing both, select and complete both options.

- Enclosing a cashier's check or money order (payable to my employer) in the amount of  USD, which is equivalent to  shares.**
  - 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.
- Salary Advance, by my employer (maximum of 10 shares)  USD, which is equivalent to  shares; with** 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 in July 2026. Accordingly, I undertake to repay the advance in installments in accordance with my employer's payroll practices, and I authorize my employer to deduct these amounts 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 applicable law, including the federal, state and local laws and regulations in the USA.
  - To the extent my salary advance (combined with all other loans and salary advances extended to me by VINCI 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 in order to ensure that the sums of both the USD amounts and the equivalent number of shares are equal to the indicated total investment and total subscribed shares respectively.

### I have duly noted that:

#### DOCUMENTS

This offering is **governed** by the provisions of the International Group Savings and Share Ownership Plan (the «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 terms and conditions of the Plan are available to me (in English or French) at my Human Resources Department.

#### 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.

Date

Printed Name

Signature

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 locked 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 with a VINCI Group participating company.
- Participation in this offering is separate from my employment agreement. It is offered by VINCI and is not part of benefits offered by my employer. 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.

### Participation to the Offer:

All persons who are employed by a VINCI Group participating company and have been employed with the VINCI Group for at least 6 months (consecutive or not) over the past 12 months can participate unless such participation would be not permitted due to applicable rules and regulations.

Pursuant to provisions of Regulation (EU) 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 2026 **will not exceed 25% of my annual gross compensation** estimated for 2026.
  1. For the purpose of this calculation, I shall take into account salaries paid to me since 1 January 2026 and make an estimation of salaries that I should receive until end of the year 2026 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 calculated based on the subscription price in Euro and converted into U.S. dollars at the exchange rate determined by VINCI on the price fixing date (i.e., 30 April 2026). It is expected that VINCI will make reference to the exchange rate as applicable on that date. 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 [castor.vinci.com](http://castor.vinci.com).
- The value of VINCI shares listed on Euronext Paris may fluctuate up and down. I understand that the amount I invest is at risk of decreasing in value.
- I have access on [www.vinci.com](http://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 8,804,006. If the overall number of shares requested for acquisition exceeds the number of shares available for the offering, the amount of my investment will be reduced. The reduction will be calculated as follows:
  1. An individual threshold will be calculated equal to the average investment request calculated based on the overall number of subscribers. Subscription requests will be wholly met up to this threshold.
  2. Then, the remaining number 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 2026 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 down to the whole number of shares calculated 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 the calculation of the total investment amount is not correct and does not correspond to the number of shares that I decided to invest in, **my request will be processed on the basis of the indicated number of shares** and **I will remain liable to my employer for the difference**. I recognize and expressly accept that my employer can recover the difference by deduction from salary or any other means of reimbursement. In case of overpayment, I will be reimbursed.
- If I fail to pay or do not pay in time, the amount of my investment, prior to the specified enrollment period, my order **can be cancelled without additional 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 or a portion 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; and
  - 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 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; and
  - the right to lodge a complaint with a supervisory authority.
- **To exercise my rights: [contact.dpo@vinci.com](mailto: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 **castor.vinci.com**.