

REPRESENTATIONS AND UNDERTAKINGS

- I have noted that by investing in this offering, I become a participant in the Plan.
- I have noted that the subscription price of one VINCI share that has been communicated to me is equal to the volume-weighted average prices of VINCI shares over the twenty trading days preceding the start of the subscription period. Subscription of VINCI shares is made in euros. Thus, the amount of my investment will be converted into euros at the exchange rate of May 2, 2023. 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 local currency of my country, 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.
- I have duly noted that, save for the occurrence of an early redemption event (as described in the Information Brochure) my investment will remain blocked for a 3-year period.
- The regulations of the Plan are available to me (in English or French) at my Human Resources Department.
- The Local Supplement for the United States and the Information Brochure were made available to me. I was advised to carefully review each such document, and I have done so.
- VINCI shares are listed on Euronext. The value of my investment will track the value of VINCI shares that may go up as well as down. VINCI makes available on www.vinci.com its universal registration document (annual report) and other financial reports that contain important information on the activities, strategy, management and financial results of VINCI as well as the risk factors related to activities of VINCI group. I certify that I was able to access these documents.
- I have noted the tax consequences that may result from my participation in the 2023 employee offering under the Plan and assume full responsibility therefor. In particular, I acknowledge that I must reimburse my employer for any sum that it may advance on my behalf for the taxes that are applicable to me. My employer 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 shares and withhold from the proceeds.
- 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, and I understand that the value of shares may decrease while I hold the shares (including during the mandatory holding period) and may fluctuate due to changes in the euro/U.S. dollar exchange rate. I understand that the amount I invest is at risk.
- My decision on 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 the VINCI group. Participation in this offering is separate from and does not form part of the terms of employment and does not confer to me any right or entitlement in relation to my employment, including upon termination.
- I have noted that neither this document nor any other material distributed or made available to me in connection with this offering or the 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 after three years. Details thereof are described in the Information Brochure. All terms and conditions governing the rights to Bonus Shares are provided for in the regulations of the International Group Share Ownership Plan of VINCI group that I am encouraged to read.
- I certify that my payments to the Plan made in 2023 will not exceed 25% of my annual gross compensation estimated for 2023. For the purpose of this calculation, I shall take into account salaries paid to me since January 1, 2023 and make an estimation of salaries that I should receive until end of the year 2023 based on my employment agreement. All figures retained for this calculation are gross amounts, i.e., before withholding of taxes and social contributions, where applicable.
- The number of shares available for the offering is 8 969 809. Additionally, the offering made in the USA is limited to US\$10,000,000. This is the aggregate amount of investments that can be made by all participants in the CASTOR INTERNATIONAL 2023 offering in the USA. If the overall amount of subscription requests from U.S. participants exceeds the amount available for the USA, or if worldwide subscription requests exceed the number of shares available for offering, the amount of my investment will be reduced. The reduced amount will be calculated as follows:
 - (i) An individual threshold will be 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 that exceed the threshold.

I accept to reduce the amount of my investment accordingly. Amounts corresponding to subscription requests that could not be fulfilled will be reimbursed to me up to my payment made with this subscription order, or the amount to be withheld from my salary reduced accordingly. Payment will be made according to terms provided locally.

- **I have noted that if I fail to pay the subscription price on time, this subscription 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 proceed with or request, without any prior notice whatsoever, the sale of all of my VINCI 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. By subscribing to the offering, I consent to allow my employer to withhold from my paycheck the unpaid amounts if the proceeds from the sale are not sufficient to cover the amount indicated above. Further, my employer reserves the right to file a claim against me for payment of the unpaid amounts.**

Pursuant to provisions of Regulation (EC) n° 833/2014 and Regulation (EC) n°765/2006, as amended, the offer 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. Consequently, I hereby confirm that this restriction does not apply to me.

Processing of personal data

I understand that my personal data provided in this form shall be used in the context of the computer data processing required with respect to the offering. This processing is subject to the French Law n°78-17 of January 6, 1978 on data processing, data files and individual liberties and the EU Regulation on Data Protection (2016/679).

The legal basis for processing is the execution of the subscription contract. Personal data contained in this form is processed because it is necessary for the performance of the contract of subscription and administration of my assets within the framework of the Plan. I acknowledge that 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 assets, for the archiving purposes until the expiry of prescription period of any possible dispute.

The controller of data processing is VINCI SA, having its corporate office at 1973 bd de la Défense 92000 Nanterre, France. My personal data will be processed by VINCI SA, my local employer and by VINCI S. A.'s designated service provider, Shareworks by Morgan Stanley, having its registered office at Renaissance, Ground Floor North, 9-16 Dingwall Road, Croydon, CR0 2NA, and appointed by VINCI SA. for purposes of executing all transactions in connection with my subscription request, account keeping and administration of my assets within the framework of the Plan. I specifically note that my personal data will be transferred in this context to such parties in France.

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, as well as the right to request 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, such as the French CNIL (www.cnil.fr). In order to exercise my rights in connection with the processing of my personal data, I shall contact the Human Resources department or the data protection delegate of VINCI SA. at contact.dpo@vinci.com.

Information on processing of personal data in the context of VINCI Castor International Share Plan is provided in the «Notice on protection of your personal data» made available on castorvinci.com.

- **By electing to pay for up to ten shares by a salary advance, I acknowledge that:**

- My employer may deduct the portion of my subscription price set forth above from payroll periods over the course of three months.
- To the extent my salary advance (combined with all other loans and salary advances extended to me by the VINCI group 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.