

REPRESENTATIONS AND UNDERTAKINGS

- I have noted that by investing in this offering, I become a participant in the International Group Share Ownership Plan of VINCI group.
- I understand that although I will pay for my investment in Ringgit Malaysia ("RM"), subscription of VINCI shares is made in Euros. Thus, the amount of my investment will be converted into Euros at the exchange rate determined by VINCI on the price fixing date (ie 18 May 2018). It is expected that VINCI will use 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 Ringgit Malaysia. As a result, if the value of the Euro strengthens relative to the Ringgit Malaysia, the value of my assets expressed in Ringgit Malaysia will increase. On the other hand, if the value of the Euro weakens relative to the Ringgit Malaysia, the value of the assets expressed in Ringgit Malaysia will decrease.
- 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.
- I understand that 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 subscription order.
- I have noted that 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 *document de référence* (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 International Group Share Ownership Plan and assume full responsibility therefore. 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 tax or social charges that are applicable to me. My employer may, subject to applicable laws, 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.
- I confirm that 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 on 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 on me any right or entitlement in relation to future offerings.
- I understand that my investment 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 2018 will not exceed 25% of my annual gross compensation.
- I have noted that the number of shares available for the offering is 8 950 227. If the overall amount of subscription requests exceeds 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 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.

I accept to reduce the amount of my investment accordingly. 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 subscription 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 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.**

• I understand that the offer is not open to "U.S. Persons" and I hereby certify accordingly that I am not a resident of the United States of America. I understand that further information about this restriction is available in the FCPE's regulations and on the website of the management company: www.amundi.com.

I understand that my personal data contained in this form shall be used in the context of the computer data processing. I have read and understood the privacy notice set out in the local supplement.

In addition to the terms of the privacy notice in the local supplement, processing of my personal data is also 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) that becomes applicable from May 25, 2018 onwards. Personal data contained in this form is processed based on my consent through this form and because it is necessary for the performance of the contract of subscription and more generally administration of my assets within the framework of the International Group Share Ownership Plan of VINCI. 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 in order to meet legal requirements. The responsible entity for the data processing is VINCI S.A., having its corporate office at 1, cours Ferdinand de Lesseps, 92500 Rueil-Malmaison, France. My personal data will be processed by VINCI S.A., my local employer and by AMUNDI Tenue de Comptes, having its registered office at 90 boulevard Pasteur, 75015 Paris, France (postal address 26956 VALENCE CEDEX 9, FRANCE) appointed by VINCI S.A. for executing all transactions in connection with my subscription request, bookkeeping and administration of my assets with the framework of the International Group Share Ownership Plan. I specifically note, that my personal data will be transferred in this context to such service provider in France and hereby authorise such transfer.

I shall have the right to request access to, rectification, or erasure 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. I have also the right to withdraw my consent to data processing by providing a notice in writing. However, I recognize that my personal data is necessary in order to process my subscription to the offering, maintain my participation in the International Group Share Ownership Plan and execute any transactions resulting therefrom. In order to exercise my rights in connection with the processing of my personal data, I shall contact the Human Resources department of my employer.