

CASTOR INTERNATIONAL

the International Group Share Ownership Plan of VINCI group



Subscription order

to the Employee Offering 2019

Please return to your Human Resources Department

by June 7, 2019 at the latest

I, the undersigned,

Mr Mrs

Last Name		First name																																
Date of birth	<table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td> </td><td> </td><td> </td><td> </td></tr></table>											D	M	M	Y	Y	Y					Citizenship	SSN	<table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>										
D	M	M	Y	Y	Y																													
Employer		ID VINCI Group		<table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>																														
Home Address																																		
.....																																		
Zip Code	City	State	Country																															
E-mail		Mobile phone																																

Information required above is necessary in order to process your subscription request and manage your assets. Please make sure that all fields are completed prior to remitting your subscription form.

I hereby certify the following:

- I have read and understand the offering documents that have been made available to me, and in particular, the Information Brochure and the Country Supplement;
- I have been informed of the subscription price;
- I agree to be bound by the representations and undertakings set forth on the reverse side of this form; and
- on the date of this order, I am an employee of a VINCI group company and I satisfy the condition of having been employed with VINCI group for at least six months over the past twelve months.

I choose to participate in this offering and grant authority to AMUNDI TC to subscribe and purchase in my name and on my behalf shares of VINCI as I indicate below:

I choose to subscribe for (minimum 1 share):

--	--	--	--	--	--	--	--	--	--

 SHARES

Equivalent to investing in this offering the amount of*:

*To calculate your investment in U.S. dollars, multiply the number of shares you have chosen to subscribe for by the subscription price (in U.S. dollars) you have been informed of.

--	--	--	--	--	--	--	--	--	--

 USD

I elect to pay the amount indicated above as follows:

- by enclosing a cashier's check or money order payable to my employer of:

--	--	--	--	--	--	--	--	--	--

 USD which is equivalent to

--	--	--	--	--	--	--	--	--	--

 SHARES
- by salary advance from my employer of (limited to 10 shares):

--	--	--	--	--	--	--	--	--	--

 USD which is equivalent to

--	--	--	--	--	--	--	--	--	--

 SHARES

I agree that repayment of such advance will be salary deductions over 3 months starting from May. Accordingly, I undertake to repay the advance in installments in accordance with payroll practices and authorize my employer to deduct these sums from my salary.**
**Withholdings will be made in accordance with law applicable in the USA.

Notes: (1) For each of these alternatives you should indicate the amount in U.S. dollars and its equivalent in a whole number of shares. The sums of both the U.S. dollar amounts and the equivalent number of shares have to be equal to the indicated total investment and total subscribed shares respectively.
(2) In the event that the amount paid by the employee in U.S. dollars does not correspond to the subscription value of a whole number of shares, the paid amount will be rounded-down to the nearest value of a whole number of shares and the difference will be reimbursed.

I have duly noted that:

- subscription to this offering is governed by the provisions of the International Group Share Ownership Plan of VINCI group (the "Plan") and the offering documents distributed in connection with this offering; and
- my subscription order becomes final and is irrevocable at the end of the subscription period. If I submit a subscription order in paper form and a subscription order online, the order submitted online will prevail and my subscription order in paper form and the related payment will not be processed.

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 use and processing of my personal data under the conditions stated on the reverse side of this form.

I retained a copy of this subscription form for my personal files.

I have read and approve

Signed

Date

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 17, 2019. 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 *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 2019 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.
- I certify that my payments to the Plan made in 2019 will not exceed 25% of my annual gross compensation.
- The number of shares available for the offering is 8,961,430. 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 2019 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.**

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). 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 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 in order to meet legal requirements. The party responsible for data processing is VINCI SA, 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 VINCI S.A.'s designated service provider, Solium, having its registered office at New Penderel House, 4th Floor, 283-288 High Holborn, Londres, Royaume-Uni, WC1V7HP, and appointed by VINCI SA for purposes of executing all transactions in connection with my subscription request, bookkeeping 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 service provider in France.

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 also have the right to withdraw my consent to data processing. However, I recognize that my personal data is necessary for the processing of my subscription to the offering, the maintenance of my participation in the Plan and the execution of any transactions resulting therefrom. In particular, withdrawal of my consent can only take place when my assets become available and concomitantly with their redemption from the Plan. 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: contact.dpo@vinci.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.