



## REPRESENTATIONS AND UNDERTAKINGS

- I acknowledge and agree that that by investing in this offering, I become a participant in the International Group Share Ownership Plan of VINCI group (the **Plan**).
- I understand that, although I will pay for my investment in New Zealand dollars, 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 20 May 2016). 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 investment will be affected by fluctuations in the currency exchange rate between the Euro and the New Zealand dollar. As a result, if the value of the Euro strengthens relative to the New Zealand dollar, the value of my investment, expressed in New Zealand dollars, will increase. On the other hand, if the value of the Euro weakens relative to the New Zealand dollar, the value of my investment, expressed in New Zealand dollars, will decrease.
- I acknowledge and agree that, save for the occurrence of a case of early redemption of FCPE units (as described in the Information Brochure) my investment will remain blocked for a lock-in period of 3 years meaning that I cannot redeem my FCPE units and receive VINCI shares during this time.
- VINCI makes available upon request the regulations of the Plan and of the FCPEs referred to in the front of this Subscription Order. I certify that I was able to access the VINCI *document de référence* (annual report) and other financial reports that contain important information on the activities, strategy, management and financial results of VINCI.
- I acknowledge and agree the tax consequences that may result from my participation in the Plan and assume full responsibility of any tax consequences relating to participating in the Plan. 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 that is 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 FCPE units or VINCI shares and withhold from the proceeds.
- My decision whether or not to participate in this offering of the Plan is entirely voluntary and personal. My decision will have no effect, either positive or negative, on my employment within the VINCI group. Participation in the Plan is separate from and does not form a part of my employment agreement and does not confer to me any right or entitlement in relation to my employment or subsequent benefits or entitlements, including upon termination.
- I acknowledge and agree that, neither this Subscription Order 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.
- By participating in the Plan I may receive a grant of bonus VINCI shares without payment required to my employer. Details in relation to the grant of bonus VINCI shares are described in the Information Brochure.
- I certify that my payments to the International Group Share Ownership Plan made in 2016 will not exceed 25% of my annual gross remuneration paid to me by the VINCI group company that is my employer.
- The number of shares available for the offering under the Plan is 6,256,581. If the overall amount of Subscription Orders exceeds the number of VINCI shares available for the offering, the amount of my investment will be reduced. The reduced amount will be calculated as follows:
  - (i) an individual threshold will be calculated as being the average Subscription Order made by participants for the offer under the Plan. Subscription Orders will be fully made up to this average Subscription Order threshold.
  - (ii) Then, the remaining amount of VINCI shares will be allocated by applying a reduction ratio that will be calculated and applied to remaining individual Subscription Orders.

I agree to reduce the amount of my investment under the Plan accordingly. Amounts corresponding to my Subscription Order 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 under the Plan, this Subscription Order can be cancelled without notice. In the case of default of payment, my employer may redeem or have redeemed, without any prior notice whatsoever, all of my FCPE units and/or VINCI shares and allocate the proceeds towards payment of my outstanding subscription amount. If the proceeds from a sale of VINCI shares are not sufficient to cover the outstanding subscription amount, 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.**

This Subscription Order is subject to provisions of French Law n°78-17 of January 6, 1978 on data processing, data files and individual liberties and the New Zealand Privacy Act 1993. I have been informed that information contained in this form shall be used in the context of the computer data processing by VINCI. I take note that information provided in this form may only be used in order to manage the Plan and to meet legal requirements. This data may be transmitted to any person involved in administration of the Plan. In particular, I authorise transfer of my personal information to these persons in France. This data will be retained the time necessary to process subscriptions of VINCI shares and all transactions resulting therefrom as well as for management of assets held in the Plan. I may exercise my right to access and rectify my personal data by contacting the Human Resources department of my employer. Further information on New Zealand Privacy Act 1993 requirements are set out in the Country Supplement for New Zealand.

• 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](http://www.amundi.com).