



## 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 United States Dollars ("USD"), 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 15 May 2020). 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 United States Dollar. As a result, if the value of the Euro strengthens relative to the United States Dollar, the value of my assets expressed in United States Dollars will increase. On the other hand, if the value of the Euro weakens relative to the United States Dollar, the value of the assets expressed in the United States Dollar 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.
- 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 form.
- 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](http://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 of VINCI group 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 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.
- 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 to me any right or entitlement in relation to my employment (including in relation to calculation of my seniority payment where applicable) 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 of VINCI group shall confer to me any right or entitlement in relation to future offerings.
- My investment will be complemented by a grant of shares without consideration by VINCI. 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 International Group Share Ownership Plan of VINCI group made in 2020 will not exceed 25% of my annual gross compensation.
- The number of shares available for the offering is 9 078 565. 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 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 (if I opted for payment by salary advance). I recognize and expressly accept that VINCI 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 VINCI SA or to my employer (if I opted for payment by salary advance) for the corresponding amount. Further, VINCI SA or my employer, as the case may be, reserves the right to file a claim against me for payment of the unpaid amounts.**

### WARNING:

This offering is strictly reserved for eligible employees of VINCI group, in their personal capacities. It is forbidden to offer participations in this offering to any person who is not an eligible employee. This means that if you are an eligible employee, you cannot directly or indirectly offer any participation in this offering to friends, family or other persons. This would include any arrangement in which you obtain financing in exchange for providing a share of the profits.

VINCI reserves the right to take such actions as it deems necessary or advisable to ensure compliance with the prohibition on offering participations in this offering to any person who is not an eligible employee. This may include requiring participants in the offering to provide proof that the funds that they use to subscribe come from their own personal resources. If at any time VINCI believes or suspects that a person has or may have violated this rule or any other term of the offering, to the extent permitted by applicable law, VINCI may without prior notice (i) refuse or cancel the subscription order of such person and/or (ii) cause the sale of any shares allotted to such person and withhold from the sale proceeds any gains, expenses and/or misappropriated amounts and/or (iii) freeze the savings plan account of such person and/or (iv) withhold any misappropriated amounts from other amounts due to such person by any company of the VINCI group (including their salary).

VINCI reserves the right to cancel or modify this offering, in whole or in part, at any time, in its sole discretion. In case of cancellation or modification, no indemnity shall be owed or provided for loss of incentives or future profits.

- I understand that my personal data contained in this form shall be used in the context of the computer data processing. 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 International Group Share Ownership Plan of VINCI group. 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 of 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 SA, 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 SA 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.

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. 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 of VINCI group and execute 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 data protection delegate of VINCI SA: [contact.dpo@vinci.com](mailto:contact.dpo@vinci.com).

- 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 accessible through [castorvinci.com](http://castorvinci.com).
- I understand that, for the time being, there are no specific laws governing the offering in Cambodia. In the event of the enactment of legislation or passing of regulation, VINCI reserves the right to modify the terms of the offer to the extent required under the laws of Cambodia. I hereby agree to be bound by all such modifications and/or additional legal obligations required under the laws of Cambodia in order to effectively implement the offering in Cambodia.