



## 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 have noted that VINCI and my employer are entitled to amend the provisions of the International Group Share Ownership Plan unilaterally.
- I understand that although I will pay for my investment in Canadian dollars, my subscription for 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 (i.e. 17 May 2019). 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 Canadian dollar. As a result, if the value of the Euro strengthens relative to the Canadian dollar, the value of my assets expressed in Canadian dollars will increase. On the other hand, if the value of the Euro weakens relative to the Canadian dollar, the value of the assets expressed in Canadian dollars will decrease.
- I have noted that, save for the occurrence of a permitted early redemption event (as described in the Information Brochure and the Country Supplement for Canada) 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 through the Human Resources department of my employer.
- 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 its *document de référence* (annual report) and other financial reports through the Human Resources department of my employer and on [www.vinci.com](http://www.vinci.com). These documents 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 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 such amounts from the proceeds.
- I am not relying on any financial, tax or other advice from any VINCI group company or any of its officers, employees or agents.
- My decision whether or not to participate in this offering is entirely voluntary and personal. I have noted that 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 or subsequent benefits or entitlements, 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 International Group Share Ownership Plan shall confer to me any right or entitlement in relation to future offerings.
- My investment will be complemented by a grant of bonus shares by VINCI to me, free of charge. Details thereof are described in the Information Brochure.
- I certify that my total payments to the International Group Share Ownership 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. If the overall amount of subscription requests exceeds the number of shares available for this 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 and applied to remaining individual subscription requests.

I accept any such reductions in the amount of my investment. Amounts corresponding to the portion of my subscription request that could not be met will be repaid to me to the extent I have paid it (under the check payment option), or the amount to be deducted through my payroll will be 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, 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. 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 consent to being responsible for any fees or collection costs incurred as a result of a default.**

**If I have chosen to pay through payroll deduction, my signature on this subscription form shall constitute my irrevocable authorization for my employer to, at its discretion, deduct this amount, after taking into account any reduction in the event of an oversubscription, from my salary in one or more consecutive installments during the period indicated on the front of this subscription order.**

- 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).

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 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 party primarily responsible for 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 VINCI S.A.'s designated service provider, AMUNDI Tenue de Comptes, having its registered office at 90 boulevard Pasteur, 75015 Paris, France (postal address 26956 VALENCE CEDEX 9, FRANCE), and appointed by VINCI S.A. for purposes of executing all transactions in connection with my subscription request, bookkeeping and administration of my assets within 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 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 Human Resources department or the data protection delegate of VINCI S.A.: [contact.dpo@vinci.com](mailto:contact.dpo@vinci.com).

To the extent the terms of this document are inconsistent with any other document or information provided pursuant to the 2019 Offering (other than the Country Supplement), the terms in this document shall take precedence.