



## 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 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 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-up 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.
- 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 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 Plan made in 2019 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 8,961,430. 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. If my order has been processed, I will remain liable to my employer for the amount of my subscription. I recognise 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 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.**

• 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 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, the EU Regulation on Data Protection (2016/679) (GDPR) and the New Zealand Privacy Act 1993. Further information on the New Zealand Privacy Act 1993 requirements are set out in the Country Supplement for New Zealand. 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 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 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 and the right to lodge a complaint with a supervisory authority. I have also the right to withdraw my consent to data processing and I may have the right to data portability. However, I recognize that my personal data is necessary in order to process my subscription to the offering, maintain my participation in the 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 SA: [contact.dpo@vinci.com](mailto:contact.dpo@vinci.com).