

APPENDIX

ENGIE SA

LINK 2022

RULES OF THE FREE SHARE ALLOCATION PLAN

Introduction

The Combined General Shareholders' Meeting of ENGIE SA (the "*Company*") held on April 21, 2022, in its twenty-sixth resolution, gave the Company's Board of Directors authorization to award, in accordance with Articles L.225-197-1 et seq. and L. 22-10-59 of the French Commercial Code, free allocations of existing ENGIE shares (the "*Shares*") in one or more installments over a period of 38 months subject to a limit of 0.75% of its share capital with an annual sub-allocation of 0.25% of its share capital.

At its meeting of April 21, 2022, the Company's Board of Directors decided to make use of this authorization to implement the classic option of the Link 2022 employee share ownership plan ("**Classic Option of the Link 2022 Plan**") on an international level and up to a limit of 1,217,642 shares representing 0.05% of the share capital as of the date of the Board's decision.

These free share allocation plan regulations are designed to lay down the rules for the allocation of free shares under the Classic Option of the Link 2022 Plan.

It was adopted by the Board of Directors on April 21, 2022.

The free share allocation is intended to develop employee shareholdings. It is not a component of compensation. It enables employees to be involved in the ENGIE Group's results and future performance, through an increase in the share value and dividend distributions, if any. This allocation does not, however, entail any contractual commitment or the acquisition of any right to receive a similar offer or allocation in the future.

This Plan is subject to the provisions of Articles L.225-197-1 to L.225-197-5 and L. 22-10-59 of the French Commercial Code.

1. DEFINITIONS

"Free Share" means an ordinary Company share which is negotiable on the Euronext Paris market and which is transferred to the Beneficiary free of charge upon expiry of the Vesting Period, subject to compliance with the Presence Condition;

"Free Share Allocation" means the award of Free Share Allocation Rights by the Company within the framework defined by the Combined General Shareholders' Meeting of April 21, 2022, in its twenty-sixth resolution and the decision of the Board of Directors of April 21, 2022, made to implement this resolution, and by the conditions determined in the Plan;

"Beneficiary" means any employee or officer of an Associated Company having acquired at least one Company share under the Classic Option of the Link 2022 Plan;

“Presence Condition” means the condition, as set out in Article 4.1 below, which must be complied with on August 31, 2027, for the Free Share(s) to be transferred free of charge to the Beneficiary upon completion of the Vesting Period;

“Board of Directors” means the Company’s board of directors;

“Free Share Allocation Right” means the right conferred free of charge on a Beneficiary to receive a Free Share at the end of the Vesting Period provided he/she is in compliance with the Presence Condition;

“Allocation Letter” means the individual registered document sent to all Beneficiaries to notify them of the Free Share Allocation involving them, and in particular of the number of Free Share Allocation Rights allocated to them;

“Vesting Period” means the period, set by the Board of Directors and running from December 22, 2022, to December 21, 2027, inclusive, during which the Beneficiary is not yet the owner of the Free Shares which have been allocated to him/her;

“Plan” means these rules, drawn up by the Company with a view to laying down the conditions regarding the Free Share Allocation and specifically the Beneficiaries, the number of Free Share Allocation Rights, the Presence Condition, the duration of the Vesting Period and the conditions under which Free Shares can be transferred;

“Company” means ENGIE, a French corporation [*société anonyme*] registered in the Trade and Companies Register of Nanterre under number 542 107 651, with its registered office at 1 Place Samuel de Champlain, 92400 Courbevoie, France;

“Associated Companies” means companies:

- (i) with registered offices in Germany, Belgium, Brazil, Chile, the United Arab Emirates, Spain, the United States, Italy, Luxembourg, Mexico, Monaco, New Caledonia, the Netherlands, Poland, French Polynesia, Portugal, Romania, the UK, Singapore, Vanuatu and Wallis and Futuna, that are members of the Company’s International Group Savings Plan (**PEGI**); and
- (ii) that (a) are included in the scope of consolidation through their full integration into the ENGIE Group or (b) have a majority of their share capital held directly or indirectly by the Company.

2. **FREE SHARE ALLOCATION RIGHTS**

2.1 ***Number of Free Share Allocation Rights***

One or more Free Share Allocation Rights are allocated to each Beneficiary, the number of which will be determined by dividing the amount in euros of the allocation by the Reference Price less 20% as defined within the framework of the Link 2022 Plan, rounded down to the nearest lower whole number. The amount in euros of the allocation is determined by adding together the amounts per block determined under the following terms and conditions:

- a) for the block relating to the Beneficiary’s personal contribution up to €200 (or its equivalent in local currency at the exchange rate communicated on the date of the decision setting the revocation period of the Link 2022 Plan), the amount of the allocation is equal to 200% of the amount of the personal contribution; and
- b) for the block relating to the Beneficiary’s personal contribution over €200 and up to €300 (or its equivalent in local currency at the exchange rate communicated on the date of the decision setting the revocation period of the Link 2022 Plan), the amount of the allocation in euros is equal to 50% of the amount of the personal contribution in this block.

The number of Free Share Allocation Rights may be adjusted during the Vesting Period in order to preserve the rights of the Beneficiaries, in accordance with the provisions of Articles 3.2.3 and 3.3 below.

2.2 Allocation date

The Free Share Allocation takes effect on December 22, 2022.

2.3 Information for Beneficiaries

In the weeks following the Free Share Allocation, each Beneficiary will receive an Allocation Letter confirming the number of Free Share Allocation Rights he/she has obtained.

Acceptance by the Beneficiaries

By agreeing to subscribe to shares in the Company under the Classic Option of the Link 2022 Plan, whether directly or through an FCPE, each Beneficiary has agreed to benefit from the Free Share Allocation in accordance with the reservation form and the legal conditions of participation in the Link 2022 Scheme, which the Beneficiary has read and accepted.

3. Free Share Vesting Period

3.1 Duration of the Vesting Period

The Vesting Period shall run from December 22, 2022, to December 21, 2027, inclusive.

3.2 Rights of the Beneficiary during the Vesting Period

3.2.1.- Nature of Free Share Allocation Rights

During the Vesting Period, the Beneficiary is the holder of one or more Free Share Allocation Rights enabling him/her to acquire one or more Free Shares at the end of the Vesting Period, subject to compliance with the Presence Condition.

3.2.2.- Non-transferability of Free Share Allocation Rights

The Free Share Allocation Rights are awarded to each Beneficiary on an individual basis and cannot be transferred in any way or be the subject of any guarantee.

Any deed signed in breach of the stipulations of this article cannot be invoked against the Company and will render the Free Share Allocation Right(s) that was/were the subject of the breach null and void. The Beneficiary will not be able to claim any compensation or indemnity of any kind as a result of this nullity.

3.2.3.- Holding of Free Share Allocation Rights in the event of financial transactions

In the case of financial operations involving the equity of the Company and subject to the provisions of Article 3.3 below, the Board of Directors or Chief Executive Officer of the Company with sub-delegation authority will have all the powers to guarantee the neutrality of said operations on Free Share Allocation Rights allotted to the Beneficiaries, and, where appropriate, to amend the procedures for acquiring the Free Shares (including acquisition conditions if appropriate) and to make any adjustment to the number of Free Share Allocation Rights.

Beneficiaries will be informed of any amendments to the acquisition procedures and adjustments to the number of Free Share Allocation Rights to which they are entitled.

The aforementioned adjustments may affect the tax and social security treatment of the Free Share Allocation for the Beneficiary, who shall bear any resulting costs.

3.3 ***Effect on Free Share Allocation Rights of changes in the Company's legal situation during the Vesting Period***

In the event of one of the following events occurring prior to the expiry of the Vesting Period:

- (a) a merger or demerger of the Company;
- (b) a change of control of the Company (wherein the term "control" has the meaning ascribed to it by Article L.233-3(I) of the French Commercial Code);
- (c) a public takeover bid or public exchange offer relating to all the shares issued by the Company, such that, if the offer is successful, the initiator of the offer can gain control over the Company,

the Board of Directors may agree with the Company's successor company or the buyer(s) of the Company that the buyer(s) (i) shall assume all the rights and obligations of the Company under the Plan or (ii) shall replace the Free Shares with new shares it deems in good faith to have the same value as the Free Shares.

Accordingly, in the event of a merger/absorption and the agreement of the absorbing company's General Meeting of Shareholders to taking on the provisions of the Plan, the Beneficiaries may be awarded shares of the absorbing company under conditions set by the General Meeting of Shareholders of said company, after adjustment – where appropriate – on the basis of the exchange ratio.

In general terms, the Vesting Period will continue to apply to the shares received in exchange for its remaining duration as of the date of the exchange.

The Board of Directors could also decide to acquire the Free Shares early, in which case the Beneficiaries could be obliged for a set period not to transfer the Shares in question or the shares of the Company's successor which have been received in exchange.

The aforementioned events and transactions may affect the tax and social security treatment applicable to the Free Share Allocation for the Beneficiary, who shall bear any resulting costs.

4. **TRANSFER OF FREE SHARES TO THE BENEFICIARY**

4.1 ***Presence Condition***

4.1.1.- Principle

Free Shares are transferred to the Beneficiary at the end of the Vesting Period, provided that:

(i) Beneficiary has not resigned from his/her employment contract (or corporate office where applicable) between the Allocation Date and August 31, 2027, it being specified that this condition will be considered to have been met if the Beneficiary has resigned to become an employee of another company included within the scope of consolidation of the ENGIE Group; and

(ii) on August 31, 2027, the Company of which the Beneficiary is an employee (or corporate officer where applicable) on that date or was an employee (or corporate officer where applicable) on the date of termination of his/her employment contract for a reason other than resignation is included within the scope of consolidation of the ENGIE Group.

If the above-mentioned Presence Condition is not met, the Beneficiary definitively forfeits his/her entitlement to Free Shares, which will not be delivered to him/her, and shall have no claim to any compensation for this.

4.1.2.- Exceptions

The Company's Board of Directors, or any person authorized for that purpose by the Board of Directors, who shall report to the Board of Directors, may exempt a Beneficiary or category of Beneficiaries from meeting the Presence Condition by duly justified decision.

4.2 **Early acquisition**

In the event of the Beneficiary's death during the Vesting Period, his heirs can request that the Free Shares be delivered within six months of the death. Note that, if the request is not submitted within six months after the death, the Free Share Allocation Rights shall lapse.

In the event of a disability of the Beneficiary which falls into the second or third category indicated in Article L.341-4 of the French Social Security Code, i.e. a disability preventing the Beneficiary from carrying out any professional activity, the Free Shares shall be transferred to the Beneficiary by anticipation, within a reasonable time frame after notification of the disability has been provided to the human resources department of the Associated Company which employs the Beneficiary, in accordance with the authorization issued by the Combined General Shareholders' Meeting of the Company on April 21, 2022.

The time frames for the early delivery of Free Shares in the event of death or disability may be adjusted in accordance with applicable local laws, provided that this conforms to the provisions of the French Commercial Code.

4.3 **Delivery of Free Shares**

Free Shares shall be delivered to the Beneficiary at the end of the Vesting Period, on December 22, 2027, subject to compliance with the Presence Condition and possible early delivery as indicated in paragraph 4.2 above.

The Board of Directors will have the power to decide to defer the date of delivery of the Free Shares if it proves impossible for them to be delivered on said date. In this case, they must be delivered as soon as possible.

Delivery of the Free Shares entails a transfer of full ownership of the Free Shares to the Beneficiary (or his/her assignees).

5. **HOLDING AND TRANSFERABILITY OF FREE SHARES**

5.1 **Holding conditions**

The Free Shares shall be held by adopting one of the following procedures. The procedure shall be chosen by the Company, which will inform the Beneficiaries thereof prior to the delivery of the Free Shares:

- The registration of the Free Shares in an individual registered account opened in the books of the account holder in charge of managing the Free Shares; or
- The contribution of the Free Shares to a company mutual fund ("**FCPE**") invested in ENGIE Shares, provided that this is permitted by the applicable legislation.

However, note that the FCPE units shall not be offered, sold or transferred for the direct or indirect benefit of a "US Person" as defined in US regulations, nor shall they be offered, sold or transferred in a way that violates any applicable regulations.

5.2 **Rights associated with the Free Shares**

The Free Shares shall be identical to the ordinary shares of the Company, with regard specifically to voting rights, dividend rights and any distributed reserves, the right to participate in meetings, the right to communication and the preferential subscription right associated with each share. They are subject to all

the provisions of the Articles of Association, and all the decisions of General Meetings will be enforceable vis-à-vis Beneficiaries.

5.3 **Transferability of Free Shares**

From the time of delivery of the Free Shares, i.e., December 22, 2027, the Free Shares and, where applicable, any FCPE units received in exchange for the contribution of Free Shares to a FCPE shall be available and may be freely transferred by the Beneficiary subject to the legal provisions and the provisions of Article 5.4 below.

Free Shares held in an individual registered account opened in the books of the account holder in charge of managing the Free Shares may not be converted into bearer shares.

5.4 **Periods during which Free Shares may not be transferred**

As shares negotiable on a regulated market, Free Shares may not be transferred during the following periods:

- (a) within a period of thirty calendar days prior to the announcement of an interim financial report or year-end report that the Company is required to make public;
- (b) by employees with knowledge of inside information, within the meaning of Article 7 of Regulation (EU) No. 596/2014 of the European Parliament and of the Council of April 16, 2014 on market abuse and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC and 2004/72/EC, which has not been made public.

Similarly, in the event of a transfer of Free Shares to an FCPE, the Beneficiary may not request the redemption of FCPE units during the periods referred to in Article 5.4 (a) and (b).

More generally, each Beneficiary must also ensure, where applicable, that he/she complies with any French and local regulations that may also apply with respect to inside information, and with the internal rules that apply within the ENGIE Group, which are available on the Group's intranet.

6. **AMENDMENTS TO THE PROVISIONS OF THE PLAN**

The Board of Directors, or any person to whom powers have been delegated for the purpose, may, at any time, amend the provisions of the Plan, specifically to enable the Beneficiaries, the Company and/or Associated Companies to benefit from a favorable tax system or social security system applicable in France or in any other country, or to avoid the unfavorable impact that any new legal, fiscal, accounting or company-related provisions could have on the Company or its accounts. Such amendments may take the form of a sub-plan applicable only to certain Beneficiaries.

The Board of Directors, or any person to whom powers have been delegated for that purpose, may also decide to amend the conditions for holding Free Shares if, in view of changes in legislation during the Vesting Period and/or practical constraints, the holding procedures for Free Shares that were originally set out in the Plan are no longer suitable.

7. **TAXES AND SOCIAL SECURITY CONTRIBUTIONS**

It is the responsibility of every Beneficiary to seek information on the tax and social security treatment of the Free Share Allocation and on the delivery and transfer of Free Shares. The payment of social security contributions and taxes owed by the Beneficiary is the sole responsibility of the Beneficiary.

The Beneficiary must comply with any arrangements made by the Company, Associated Companies, his/her employer, or any other person designated or mandated by any of these parties for the payment (including by means of withholding at source) of any social security contributions (including the payment of wage contributions) or any taxes in the country where the Beneficiary resides or any other country, in respect of

the Free Shares awarded to him/her.

If, as a result of the Free Share Allocation and/or the delivery of Free Shares and/or the transfer of Free Shares, the Company or the Associated Company that employs (or employed) the Beneficiary needs to pay taxes, social security contributions or any other tax on his/her behalf, the Beneficiary agrees that the Company or the Associated Company in question may delay the delivery of the Free Shares and/or prohibit their transfer until the Beneficiary has paid the relevant amounts or has taken the measures necessary for them to be paid.

The Beneficiary expressly authorizes the Company and the Associated Company that employs (or employed) him/her to transfer all or part of the Free Shares in order to pay the taxes and social security contributions owed as a result of the Free Share Allocation, in the best interests of the Beneficiaries and in accordance with applicable local legislation. If the sale price of the Free Shares exceeds the amount of the taxes and social security contributions, the difference shall be paid to the Beneficiary.

8. DURATION OF THE PLAN

The provisions of the Plan are in effect throughout the entire duration required to perform the reciprocal obligations contained therein.

9. APPLICABLE LAW

The provisions of the Plan are subject to and must be interpreted in accordance with the provisions of French law.

The Free Share Allocation and/or the delivery of the Free Shares may be subject to the Company and/or the Associated Companies obtaining an authorization, declaration and/or to the completion of any formalities that may be required under applicable local laws.

If, due to the local legislation in force at the end of the Vesting Period, the Company is unable to deliver the Free Shares to the Beneficiary or the Company decides not to deliver the Free Shares because, due to the applicable tax and social security treatment, it would not be advantageous to the Beneficiary to do so, the Beneficiary may not claim any compensation from the Company or Associated Company that employs him/her.

10. TRANSFER OF PERSONAL INFORMATION

The collection, processing and use of the Beneficiaries' personal data as part of the Plan will be done exclusively for the purposes of transferring Company shares to the Beneficiaries and of managing and retaining them as part of the employee shareholding schemes, in accordance with the provisions of the "*Data Protection*" clause of the terms and conditions applicable to the participation to Link 2022 (the "*Terms and conditions*").

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