

ENGIE S.A.

LINK 2022

TERMS AND CONDITIONS OF THE STOCK APPRECIATION RIGHTS

This document comprises **the terms and conditions of the Stock Appreciation Rights** (the "**SARs**") that are awarded to employees who subscribed/acquired shares of ENGIE S.A. ("Engie") in the context of the Link 2022 multiple offer (the "**Multiple Offer**") of the **2022 ENGIE Employee Share Ownership Plan "LINK 2022"** ("**LINK 2022**").

By executing the reservation or participation form and participating in the Multiple Offer of LINK 2022, you expressly accept to be bound by the present terms and conditions of the SARs. The effective award as well as the number of the awarded SARs will be confirmed to you shortly after the completion date of LINK 2022, planned to occur on 22 December 2022 (the "**Completion date**").

ARTICLE 1: STOCK APPRECIATION RIGHTS GRANT - MAIN FEATURES

ENGIE shares are subscribed/acquired under LINK 2022 at a price in Euro equal to the Subscription Price. The "**Subscription Price**" will correspond to the average of the volume-weighted average share prices (VWAP)¹ of the ENGIE share on the Euronext Paris stock exchange over the twenty trading days preceding the date of the decision of the Board of Directors (*Conseil d'administration*) of ENGIE or of the Managing Director (*Directrice Générale*) (acting upon delegation), that will set the dates of the revocation period (the "**Reference Price**") reduced by a 20% discount, subject to adjustment pursuant to Article 4. The Reference Price and Subscription Price will be communicated to you shortly after their fixing.

Pursuant to the terms of LINK 2022 and the International Group Savings Plan of ENGIE (*Plan de Groupe International* or "**PEGI**"), for each ENGIE share (the "**Share(s)**") that you subscribe/acquire under the Multiple Offer, you will be granted one SAR. The SARs are granted to you by your employer.

Subject to adjustments pursuant to Article 4 below, for each SAR you hold, your employer agrees to pay to you, at the end of the lock-up period or in the case of an Event of Early Settlement (as defined below), a cash amount that:

- (a) Provides a gain (the "**Performance**") which is equal to the higher of the two following amounts:
 - (i) a multiple of 12 (the "**Multiple**") applied to the protected average increase of the Share price above the Reference Price during the investment period; or
 - (ii) a capitalized annual return of 2 % on the Subscription Price (the "**Annual Return**");

as increased, as the case may be, by an amount equivalent to any loyalty bonus comprised in any dividend paid by ENGIE between the Completion Date (inclusive) and (i) the Target Date (inclusive), or as the case may be, (ii) the Early Exercise Date t (inclusive) on the Shares

¹ excluding the opening price, the closing price and trades at last, between 9:00 am (Paris time) and 17:30 pm (Paris time), as published on the Bloomberg page ENGI FP Equity AQR (or if unavailable as determined by Engie)

underlying the outstanding SARs multiplied by 9 (or as otherwise received under the hedging Shares underlying the hedging instruments held by your employer);

And, if applicable,

- (b) Protects the amount of your investment in euros (your "**Personal Contribution**") in case of decrease of the Share price below the Subscription Price, before deduction of any taxes and social security contributions and impact of the currency exchange fluctuations (the "**Capital Guarantee**").

The description of how the Performance and the Capital Guarantee operate is set forth below. Please further see calculation examples in Appendix that intend to show you how the SARs operate.

Please note that amounts received under the SARs in respect of the Performance and the Capital Guarantee may be subject to taxation and social security contributions in your country as described in the "**Country Supplement**" that is made available to you on the website <https://link.engie.com/2022>. In particular, the amount of the Capital Guarantee will be calculated without taking into account any applicable taxation and social security contributions. If your employer is required to proceed with withholding of tax and/or social security contributions on your behalf, the net amount that you will receive under the SARs will be reduced accordingly.

ARTICLE 2: VESTING OF THE SARs

The SARs shall vest at the end of the lock-up period, i.e., 22 December 2027, or, if such day is not a "**Business Day**²", the next following day which is a Business Day (the "**Target Date**").

However, in case an "**Event of Early Settlement**" (as defined below) occurs, your SARs shall vest to you on the associated **Early Exercise Date t** (as defined below under Article 3.2). Your employer shall inform without delay *Société Générale Securities Services*. You will be entitled to a payment, in accordance with conditions set out in Article 3.2 below.

An "**Event of Early Settlement**" means (i) your death, (ii) your disability or (iii) the termination of your employment with your employer for any reason, whether voluntarily or involuntarily, as detailed in the Country Supplement applicable for the country in which you participated in LINK 2022.

ARTICLE 3: PAYMENT OF THE SARs

Article 3.1: Payment at the end of the lock-up period (Target Date)

On the Target Date, each SAR shall entitle you to a payment, if any, of any amount, before any applicable taxes and social security contributions, equal to:

- **The Performance:** The Performance will be equal to the higher of the two following amounts: (i) the product of the Multiple and the positive difference, if any, between the **Final Average Price** (see below) and the Reference Price, or (ii) the capitalized Annual Return of 2 % on the Subscription Price;

The "**Final Average Price**" is calculated at the end of the lock-up period based on the recording of sixty (60) **Price i** (see below) of the Share.

For this purpose, each month, on the relevant **Valuation Date i** (see below), the higher of (i) the Reference Price and (ii) the Share price at closing time on the Euronext Paris stock exchange³ (the

² **Business Day** means (i) in respect of any determination of market references a day on which the Exchange is open, and (ii) in respect of any other transaction, payment, notices or calculation, a complete day on which banks are open for business in Paris (France).

³ Or any other regulated Paris Stock Exchange market or compartment on which the Shares are traded and which would replace compartment A of the Euronext Paris stock exchange, in the event that the Shares are no longer traded thereon.

"Exchange") on such relevant Valuation Date *i* is recorded, subject to adjustment pursuant to Article 4 below (the "Price *i*").

The Final Average Price will be equal to the average of these sixty (60) Price *i* recordings, subject to adjustment pursuant to Article 4 below;

The "Valuation Date *i*" means, subject to market disruption, the 15 of each month "*i*" (or if such day is not an Exchange day, the then immediately preceding Exchange day), "*i*" ranging from 1 to 60. The first Valuation Date 1 is 13 January 2023 and the Valuation Date 60 is 15 December 2027;

Plus,

- **The Capital Guarantee:** If applicable, you will also receive an amount equal to the Capital Guarantee. The Capital Guarantee will be equal to the positive difference, if any, between the Subscription Price and the closing price of the Share on the Target Date (the "Final Price"), subject to adjustment pursuant to Article 4 below;

The amount you receive, before any applicable taxes and social security contributions, will be equal to the product of the Performance, if any, plus the Capital Protection, if any, per SAR and your number of SARs.

The payment, if any, will be payable as soon as practicable following the Target Date. No further payment shall be due by your employer pursuant to your SARs. **If you do not sell your Shares at the end of the lock-up period, your Personal Contribution will no longer be protected in case of decrease of the Share price below the Subscription Price**

In its discretion, your employer may proceed with the payment before the Target Date in the event that the entry into force of any new law or regulation, the amendment of any law or any other provision of mandatory effect or any change in the judicial or administrative interpretation of any such provision would result in the SARs becoming illegal, or contrary to, or conflicting with applicable laws and regulations.

3.2 Early payment of the SARs

In case of occurrence of an Event of Early Settlement, your SARs shall vest to you on the Early Exercise Date *t* (as defined below).

The "Early Exercise Date *t*" is :

- The 15th of the month if Société Générale Securities Services is informed by your employer of the Event of Early Release at least 6 opened days before this date ;
- The 15th of the following month if Société Générale Securities Services is informed by your employer of the Event of Early Release after the date corresponding to 6 opened days before the 15th of the month.

In the event of the occurrence of an Event of Early Settlement, each of your SARs shall entitle you to a payment, if any, of any amount, before any applicable taxes and social security contributions, equal to:

- **The Performance:** the Performance will be equal to the higher of the two following amounts: (i) the product of the Multiple and the positive difference, if any, between the **Early Settlement Average Price** (see below) and the Reference Price, and (ii) the capitalized Annual Return of 2 % on the Subscription Price *pro rata temporis*;

The "Early Settlement Average Price" is calculated following the occurrence of an Event of Early Settlement, based on the recording of sixty (60) Prices *i* of the Share. In order to have sixty (60) Prices *i* of the Share, the closing price of the Share recorded on the Valuation Date *i* related to the Early Exercise Date *t* or, if higher, the Reference Price, will be repeated as many times as necessary to obtain the sixty (60) Prices *i* recordings. The Early Settlement Average Price will be equal to the average of the sixty (60) Prices *i* which have been so recorded.

plus

- **The Capital Guarantee:** If applicable, you will also receive an amount equal to the Capital Guarantee. The Capital Guarantee will be equal to the positive difference, if any, between the Subscription Price and the closing price of the Share recorded on the Early Exercise Date t (the "**Early Settlement Price**"), subject to adjustment pursuant to Article 4.

In case of occurrence of an Event of Early Settlement, you can request the sale of all or part of your Shares. You shall liaise with your employer in order to confirm the availability of the Event of Early Settlement and your employer shall acknowledge that such Event of Early Settlement occurred. Instruction will be then provided to the share account keeper (*Société Générale Securities Services*) to proceed with the sale of your Shares and the corresponding sale proceeds will be paid to you.

Considering the Capital Guarantee will be calculated on specific dates (ie. the Target Date or the Early Exercise Date t, as applicable), whereas the sale of your Shares may take place at any time, subject to the applicable Event of Early Settlement, **the amount of the Capital Guarantee will not necessarily be equal to the difference between the Subscription Price and the proceeds from the sale of your Shares.**

In case you do not sell (all) your Shares upon an Event of Early Settlement, your Personal Contribution will no longer be protected in case of decrease of the Share price below the Subscription Price. You should consider selling your Shares upon the occurrence of the Target Date, or Early Exercise Date t, to benefit from the Capital Guarantee.

The amount you receive, before any applicable taxes and social security contributions, will be equal to the product of the Performance, if any, plus the Capital Guarantee, if any, per SAR and your number of SARs subject to early settlement.

The payment will be payable as soon as practicable following the Early Exercise Date t. No further payment shall be due by your employer pursuant to your SARs

If you are an employee in the United States, in any circumstances in which such early payment of the SARs would give rise to a tax under Section 409A of the U.S. Internal Revenue Code of 1986, payment shall be made (without interest) by your employer on the Target Date, it being understood that such postponement shall have no impact on the amount payable.

Early payment under a SAR shall be reduced by any taxes and social security contributions that are required to be withheld from such payment.

3.3 SARs payments in local currency

The amounts due under the SARs are calculated in euros but the payments under the SARs will be made into local currency, i.e. the currency in which you are paid your base salary or wages at the time of reference, based on the corresponding applicable interbank base exchange rate on the date of payment. Thus, the amounts received under the SARs will ultimately depend on this exchange rate and are therefore subject to the fluctuations in such rates. Once converted into local currency, the Capital Guarantee may represent a higher or lower amount than your Personal Contribution. You bear the unfavorable changes in the exchange rates on the Performance and Capital Guarantee.

ARTICLE 4: ADJUSTMENT AND TERMINATION

4.1 Adjustment

An *ad hoc* committee (the "**Committee**") composed of members appointed by ENGIE S.A. may in its sole discretion, adjust either the Subscription Price, the Early Settlement Average Price, the Early Settlement Price, the Multiple, the Reference Price, the Prices i, the Final Average Price or the Final Price, if any of the following circumstances occurs:

- (i) events having a dilutive or concentrative effects on the Shares or ENGIE S.A or certain events affecting the value of the Shares or the share capital of ENGIE S.A. (including, but without limitation, a Share split, regrouping of Shares, buyback of the Shares or increase of the share capital with preferential subscription rights for shareholders, free allotment of securities to the shareholders, extraordinary distribution of reserves in cash or otherwise);
- (ii) certain events affecting ENGIE S.A. (such as, but without limitation, a merger (*fusion*), de-merger (*scission*), an exchange take-over bid (*offre publique d'échange*), a cash take-over bid (*offre publique d'achat*), or a combined public tender offer (*offre publique mixte*));
- (iii) a change in the listing currency of the Shares, if no longer denominated in Euros;
- (iii) changes in taxation applicable to any agreement, financial instrument or warrant entered into or subscribed by your employer in order to hedge its commitments under the SARs and any payment obligation thereunder.

The Committee may determine the consequences of any event on the SARs by reference to the adjustments made by Euronext Paris on listed options referencing the Shares; and if no listed options relating to the Share are traded on Euronext Paris but an event occurs in respect of which an adjustment could have been made pursuant to the last available Euronext Derivatives Corporate Actions Policy, determine the consequences of such event on the SARs by reference to the adjustments which may be made pursuant to the Euronext Derivatives Corporate Actions Policy, and may have resulted in an adjustment by the Future and Options Exchange if listed options referencing the Shares had been traded on Euronext Paris.

If any of the events listed in (ii) occurs, the SARs payments may no longer be calculated on the basis of the value of the Shares but on the basis of the value of the shares which will be substituted for the Shares.

If on a Valuation Date i or on an Early Exercise Date t , a market disruption event as defined by the Committee has occurred and is continuing, the Committee may in its sole discretion determine that the value of the Share or the Price i shall be determined based on the first quoted price for the Share on the Exchange following the disappearance of such market disruption event, provided that if such market disruption event is continuing during more than five (5) consecutive Exchange days, the value of the Share or the Price i shall be determined by the Committee, on the basis of the fair market value of the Share.

If on the Target Date, a market disruption event as defined by the Committee has occurred and is continuing, the Committee may in its sole discretion determine that the value of the Share on the Target Date shall be determined based on the first quoted price for the Share on the Exchange following the disappearance of such market disruption event, provided that if such market disruption event is continuing during more than two (2) consecutive Exchange days, the value of the Share shall be determined by the Committee, on the basis of the fair market value of the Share.

4.2 Termination

The Committee may, in its sole discretion, terminate the commitments under the SARs and proceed with early settlement in the case of (i) a decrease in the liquidity of the Shares, (ii) an increase in the cost for securities lending/borrowing transactions on the Shares, (iii) a cash take-over bid (*offre publique d'achat*) if such offer is successful, (iv) a material or major change in the principal trading venue of the Shares, including a change in the listing currency of the Shares if no longer denominated in Euros which affects the financial equilibrium of the transaction even after adjustment, (v) an announcement of the delisting of the Shares, (vi) an announcement of a nationalization of ENGIE S.A., any insolvency proceeding with respect to ENGIE S.A. or opening against ENGIE S.A. of any reorganization procedure (*procédure de redressement judiciaire*) or court-ordered winding-up procedure (*procédure de liquidation judiciaire*) or any equivalent procedure, or (vii) illegality or impossibility of or increases of taxation applicable to the hedging arrangements entered into by your employer, in each case in connection with the SARs or when such hedging arrangements cannot be maintained or are otherwise terminated.

In the case of such termination, the amount payable under each SAR shall be determined by the Committee considering, *inter alia*, the value of the Shares on or about the SARs are terminated and then prevailing market conditions; and may be different (and as the case may be, lower) than the amount that would have been calculated absent such event.

Any adjustment or termination made by the Committee pursuant to this Article 4 shall be notified in writing to you by email or letter to your address known by your employer (or any other address notified to your employer).

ARTICLE 5: ROUNDING RULES

For the purposes of all calculations, determinations and affirmations pertaining to LINK 2022 (except for the Subscription Price), any and all results obtained shall be rounded to the nearest second decimal place. In such cases, where the third place is five or more, the second place shall be rounded up to the next unit, and where the third place is less than five, the second place shall remain the same.

ARTICLE 6: MISCELLANEOUS

Governing Law: The SARs award and these terms and conditions shall be governed by, and construed in accordance with the law of the jurisdiction where your employer is incorporated.

Rights under the SAR: You shall have the same rights as an unsecured creditor. You have no legal or equitable rights, interests or claims in any specific property or assets of your employer, any of its affiliates, or any entity to which the obligations assumed by your employer hereunder might be transferred to. The obligations of your employer and those that may be assumed by its successors and assigns hereunder shall be merely that of an unfunded and unsecured promise to pay money in the future.

Non transferability: Neither you nor any other person shall have any right to sell, transfer, pledge or otherwise encumber the SARs or the amounts, if any, payable thereunder; or convey in advance of actual receipt the amounts, if any, payable under the SARs.

No part of the amounts payable under the SARs shall, before actual payment, be subject to seizure or sequestration for the payment of any debts, judgments, alimony or separate maintenance owed by you or any other person, nor be transferable by operation of law in the event of your bankruptcy or insolvency.

No employment rights: Nothing contained in LINK 2022 or herein shall be construed as a contract of employment or as giving you (or any employee participating in LINK 2022) any right to be retained in service with your employer, any of its affiliates, or any of their successors or assigns. None of the benefits arising under LINK 2022 shall be taken into account for the computation of any labour related benefits, including any severance payments.

No acquired rights: The granting of SARs is an unsolicited performance by your employer, which shall not entitle in the future, even in case of repeated an unreserved granting.

Administration and Modification: This SARs award shall be administered by your employer and your employer may make such rules and regulations and establish such procedures for the administration of this SARs award as it deems appropriate. Without limiting the generality of the foregoing, your employer may interpret this SARs award, with such interpretations to be conclusive and binding on you and otherwise accorded the maximum deference permitted by law. In the event of any dispute or disagreement as to the interpretation of this SARs award or of any rule, regulation, or procedure, or as to any question, right, or obligation arising from or related to this SARs award, the decision of your employer shall be final and binding upon you.

The failure of your employer to insist upon strict compliance with any provision of this SARs award, or to assert any right that your employer may have under this SARs award, shall not be deemed to be a waiver of such provision or right or any other provision or right of this SARs award.

This SARs award contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

APPENDIX – CALCULATION EXAMPLES

PAYMENTS AT THE END OF THE LOCK-UP PERIOD

Examples below are based on the following assumptions:

- Reference Price: €12
- Subscription Price: €9.60
- Multiple: 12
- Personal Contribution: €144, corresponding to 15 ENGIE Shares

Examples below are presented before tax/social security impact and excluding payment of dividends on the period. They are provided in order to illustrate the SAR mechanism and must not be viewed as an estimate of Share price performance or of actual SAR pay-out.

At the end of the lock-up period, or upon the occurrence of an Event of Early Settlement, you will receive the SAR pay-out irrespective of whether you also sell your ENGIE Shares at that time.

Example 1:

At the end of the lock-up period:

- Closing price of the ENGIE Share (Final Price): €15
- Final Average Price: €14

Total value of your Shares: €225

Under the SAR, you receive:

CAPITAL GUARANTEE

Not applicable, because the Share price at the end of the lock-up period (Final Price) is higher than the Subscription Price

PERFORMANCE

The Annual Return of 2 % (i.e. 10.41%) = $144 \times 10,41\%$ = €14.99 is not applicable as it is lower than the Multiple

Multiple = $15 \times (\text{€}14 - \text{€}12) \times 12 = \text{€}360$

Example 2:

At the end of the lock-up period:

- Closing price of the ENGIE Share (Final Price): €9
- Final Average Price: €12 (i.e., there is no increase, all Share Price recorded have been below the Reference Price during the whole investment period, thus the Reference Price is retained for each recording)

Total value of your Shares: €135

Under the SAR, you receive:

CAPITAL GUARANTEE

$15 \times (\text{€}9.60 - \text{€}9) = \text{€}9$

+ PERFORMANCE

The Annual Return of 2 % (i.e. 10.41%) = $144 \times 10,41\%$ = €14.99 is applicable as it is higher than the Multiple

Multiple = $15 \times (\text{€}12 - \text{€}12) \times 12 = \text{€}0$

Example 3:

At the end of the lock-up period:

- Closing price of the ENGIE Share (Final Price): €9
- Final Average Price: €14

Total value of your Shares: €135

Under the SAR, you receive:

CAPITAL GUARANTEE

$15 \times (\text{€}9.60 - \text{€}9) = \text{€}9$

+ PERFORMANCE

The Annual Return of 2 % (i.e. 10.41%) = $144 \times 10,41\%$ = €14.99 is not applicable as it is lower than the Multiple

Multiple = $15 \times (\text{€}14 - \text{€}12) \times 12 = \text{€}360$