

## INTERNATIONAL GROUP SAVINGS PLAN

ENGIE

Version modified by amendment no. 5 on May 17, 2024

### PREAMBLE:

By deed of April 19, 2010, the company GDF SUEZ S.A., now named ENGIE S.A. (the “**Company**”) represented by Mr. Philippe Saimpert, acting in his capacity as the Director of Human Resources of the ENGIE Group (the “**Group**”), set up an International Group Savings Plan, hereinafter referred to as “**PEGI**” [*Plan d'épargne groupe international*], to be used as a legal framework for the collective employee shareholding plans that it wishes to establish within the ENGIE Group.

In particular, the PEGI has been established to implement, on an international level, the capital increase scheme reserved for employees of the Group called “**Link 2010**” (hereinafter “**Link 2010 Offer**”) comprising a classic formula (the “**Classic Formula**”) and a multiple formula (the “**Multiple Formula**”). The capital increase attached to the Link 2010 Offer was completed on August 24, 2010.

The PEGI was successively amended on June 24, 2014, by amendment no. 1, in the context of the implementation of the capital increase operation reserved for Group employees (hereinafter the “**Link 2014 Offer**”) and December 23, 2014, by amendment no. 2, to allow the implementation of the offer, by the French government, of the sale of ENGIE shares reserved for employees and former employees of the Company and its subsidiaries in which the Company holds, directly or indirectly, the majority of the share capital, in application of the provisions of Article 11 of Law No. 86-912 of August 6, 1986, relating to the methods of privatization, of Article 26 of Law No. 2004-803 of August 9, 2004, relating to public electricity and gas services and electricity and gas companies and the Decree of June 25, 2014, of the Minister of Finance and Public Accounts and the Minister of the Economy, on productive and digital recovery, as amended by the Decree of July 25, 2014, (hereinafter the “**ORS 2015 Offer**”). The PEGI was then amended by amendment no. 3 dated March 15, 2018, to allow the implementation of an offer of shares reserved for Group employees known as “**Link 2018**” (hereinafter the “**Link 2018 Offer**”) and by amendment no. 4 dated September 8, 2022, to allow the implementation of an offer of shares reserved for Group employees known as “**Link 2022**” (hereinafter the “**Link 2022 Offer**”).

The PEGI was the subject of a further modification on May 17, 2024, by amendment no. 5 to allow the implementation of a new offer of shares reserved for Group employees known as “**Link 2024**” (hereinafter the “**Link 2024 Offer**”).

This PEGI is governed by the provisions of Articles L. 3332-1 et seq. and R. 3332-1 et seq. of the French Labor Code (Code du travail).

**The provisions of this PEGI shall apply subject to any local laws in each country that may be applicable to the Member Companies (as defined below), including any labor laws, tax laws and social security contributions.**

### Article 1 - PURPOSE OF THE PEGI

The purpose of the PEGI scheme is to enable employees of Member Companies to participate in a collective investment portfolio invested in the company's shares, among others.

This PEGI complements any group savings plan already set up in accordance with Articles L. 3332-1 et seq. and R. 3332-1 of the French Labor Code, subject to the laws applicable to each Member Company concerned (as defined below), particularly with regard to compliance with the applicable cap on individual payments.

## **Article 2 - SCOPE OF THE PEGI**

2.1 The Link 2010 Offer was implemented in companies:

- that had their registered office in Germany, Argentina, Austria, Belgium, Brazil, Chile, Spain, the United States, Finland, Hungary, Indonesia, Italy, Luxembourg, Morocco, Mexico, Monaco, Norway, New Caledonia, the Netherlands, Peru, Poland, French Polynesia, Portugal, Czech Republic, Romania, United Kingdom, Slovakia, Sweden, Switzerland, and
- (a) were included in the scope of consolidation by global integration into the ENGIE group, or (b) of which the majority of the share capital was held directly or indirectly by the Company, or (c) of which the majority of share capital was held directly or indirectly by Suez Environment Company SA, provided that, in this last case, one of the first two conditions (a) or (b) is fulfilled.

The PEGI was also applicable, for implementing Link 2010, to OVAK OSTRAVA and VAK KARLOVY VARY, companies whose registered offices were located in the Czech Republic, to AGBAR, a company whose registered office is in Spain and its fully integrated subsidiaries whose registered offices are located in Chile, Spain and the United Kingdom.

2.2 The Link 2014 Offer was implemented in companies:

- that had their registered office in Germany, Australia, Austria, Belgium, Brazil, Canada, Chile, the United Arab Emirates, Spain, the United States, Hungary, India, Indonesia, Italy, Luxembourg, Mexico, Monaco, Norway, New Caledonia, Oman, the Netherlands, Peru, Poland, French Polynesia, Portugal, Czech Republic, Romania, The United Kingdom, Slovakia, Switzerland and Turkey, and
- (a) were included in the scope of consolidation by global integration into the ENGIE Group or (b) of which the majority of the share capital was held directly or indirectly by the Company.

2.3 The ORS 2015 Offer was implemented in companies:

- that had their registered office in Germany, Belgium, Brazil, Luxembourg, Monaco, New Caledonia, the Netherlands and French Polynesia on October 31, 2014; and
- of which the majority of the share capital was held directly or indirectly by the Company on October 31, 2014.

2.4 The Link 2018 Offer was implemented in companies:

- that had their registered office in German, Austria, Belgium, Brazil, Chile, the United Arab Emirates, Spain, United States, Italy, Luxembourg, Monaco, New Caledonia, Oman, the Netherlands, French Polynesia, the United Kingdom and Switzerland, and
- (a) were included in the scope of consolidation by global integration into the ENGIE Group or (b) of which the majority of the share capital was held directly or indirectly by the Company.

2.5 The Link 2022 Offer was implemented in companies:

- that had their registered office in Germany, Belgium, Brazil, Chile, the United Arab Emirates, Spain, United States, Italy, Luxembourg, Mexico, Monaco, New Caledonia, the Netherlands, French Polynesia, Poland, Portugal, Romania, the United Kingdom, Singapore, Slovakia, Vanuatu and Wallis and Futuna; and
- (a) included in the scope of consolidation by global integration into the ENGIE Group or (b) of which the majority of the share capital was held directly or indirectly by the Company.

In view of the planned sale of 100% of the Equans company's share capital, which was expected to take place before the completion of the Link 2022 Offer, employees of the Equans company and its subsidiaries were not able to benefit from the Link 2022 Offer.

2.6 The Link 2024 Offer is implemented in companies which, on the last day of the subscription /revocation period, fulfil the following conditions:

- have their registered office in Germany, Saudi Arabia, Belgium, Brazil, Chile, the United Arab Emirates, Spain, the United States, Italy, Luxembourg, Mexico, Monaco, New Caledonia, the Netherlands, French Polynesia, Poland, Portugal, Romania, the United Kingdom, Singapore, Slovakia, Vanuatu and Wallis and Futuna, and
- (a) are included in the scope of consolidation by global integration into the ENGIE Group or (b) of which the majority of the share capital is held directly or indirectly by the Company.

The list of companies included in the scope of the PEGI on May 17, 2024 is shown in **Appendix A**.

These entities are hereinafter referred to jointly as the “**Member Companies**”.

### **Article 3 - JOINING AND LEAVING THE PEGI**

#### **3.1 New Members**

Any company that meets the conditions of the scope of the PEGI scheme mentioned in Article 2 above shall automatically join the PEGI scheme by right.

#### **3.2 Leaving the PEGI**

##### *3.2.1 Automatic exits*

In the event that a Member Company no longer fulfills the conditions mentioned in Article 2 above, the PEGI shall cease immediately and no longer be automatically applicable to the said Member Company.

##### *3.2.2 Voluntary exits*

A Member Company wishing to leave the PEGI may terminate its membership expressly, by sending a letter to the Company. The termination shall take effect one month after the receipt by the Company of the termination letter. The termination shall have no effect on the management and billing of the charges referred to in Article 6.2 below.

##### *3.2.3 Consequences for Participating Employees*

Whatever the reason for leaving the PEGI scheme, the Member Company and its Participating Employees (defined in Article 4 and Article 5 below) shall retain their Assets (as defined below) in the PEGI. Exiting the PEGI scheme does not mean that any sums invested in the PEGI are unavailable and does not result in an early release. However, the Participating Employees concerned may not make further payments into the PEGI.

#### **Article 4 - BENEFICIARY EMPLOYEES**

Are entitled to participate in the PEGI scheme (i) Corporate executives of Member Companies between 1 and 249 employees as well as (ii) the employees of Member Companies, subject to a minimum of three months' service with the ENGIE group on the last day of the subscription/participation/revocation period of offers reserved for employees.

To determine the length of service, all employment contracts (as well as corporate offices, as appropriate) applicable up to the end date of the subscription/participation/revocation period shall be taken into account, during the year in which the payment is made and the twelve previous months, in one of the companies covered by the scope of the PEGI as defined in Article 2 above.

Employees who left the Group as a result of a retirement ("**Retired Employees**") may continue to make payments into the PEGI, on condition that they still retain Assets on the date of payment.

Employees and company executives meeting the above conditions are hereinafter referred to as "**Beneficiary Employees**".

#### **Article 5 - MEMBERSHIP FORMALITIES FOR BENEFICIARY EMPLOYEES**

Any Beneficiary Employee who (i) signs and delivers in accordance with the prescribed conditions or (ii) completes online, the reservation and subscription (or acquisition, or participation) form intended for this purpose, may participate in the PEGI (such employees are referred to hereinafter, as "**Participating Employees**").

The acceptance by the Beneficiary Employee of the terms and conditions on the reservation and participation form applicable to offers reserved for employees is considered as membership of the PEGI and an acceptance of the terms and conditions of the PEGI rules.

#### **Article 6 - PEGI PAYMENTS**

The PEGI scheme is funded by voluntary contributions from the Beneficiary Employees and, where applicable, through the financial support of the Member Companies.

##### **6.1 Payments by Participating Employees**

###### *6.1.1 Individual payments*

The PEGI receives voluntary and individual payments from the Beneficiary Employees.

Payments may only be made during the reservation and/or subscription (or participation) periods of offers reserved for employees implemented by the Company.

The amount of any individual payment of a Participating Employee under the scope of an offer reserved for employees may be reduced, especially if the total payments exceed the amount authorized by the general meeting of the Company or provided by the Board of Directors for the capital increase or the transfer of shares reserved for employees. The Board of Directors of the Company (or its Chief Executive Officer by delegation) will determine the terms and conditions applicable to such reductions.

When the participation currency of the offer is not the euro, the payment is made in local currency and then converted into euro using the terms determined at the time of each offer reserved for employees.

###### *6.1.2 Individual cap*

During a calendar year, the total individual payments of a Participating Employee in the PEGI and in any other group savings plan may not exceed one quarter:

- i) of his/her gross annual remuneration (including bonuses) if he/she is an employee; or
- ii) of his/her professional income subject to income tax if he/she is a corporate officer eligible to participate in the PEGI in accordance with Article 4 of the present rules; or
- iii) of the ceiling mentioned at Article L. 241-3 of the French Social Security Code (*Code de la sécurité sociale*) if he/she has not received any remuneration during the year of payment.

### 6.1.3 *Special provisions of the Link 2024 Offer*

The terms of payments for the Link 2024 Offer are detailed in the application package made available to each Beneficiary Employee.

To take part in the Link 2024 Offer, Beneficiary Employee must present a duly completed order under the conditions that have been communicated and in all cases before the end of the investment period for the Link 2024 Offer.

The Link 2024 Offer includes two formulas: the Classic Formula and the Multiple Formula.

#### *Minimum investment*

- For the Link 2024 Offer implemented via a company mutual fund (FCPE), the minimum amount of participation is €10 per formula;
- For the Link 2024 Offer implemented through direct shareholding, the minimum amount of participation corresponds to the acquisition/subscription price of one share of the Company per formula.

#### *Maximum investment*

- The investment of a Beneficiary Employee participating in the Link 2024 Offer during the reservation period is limited to 25% of their gross annual remuneration (as described in Article 6.1.2 above). However, it is 2.5% of their gross annual remuneration when the investment occurs during the revocation period;
- Additionally, the investment of a Beneficiary Employee in the Multiple Formula is limited to € 1,000 during the reservation period and to € 100 during the revocation period (or, for countries outside the euro area, the equivalent in local currency<sup>1</sup>).

To calculate whether the caps linked to the annual remuneration of the Participating Employee have been reached, the total individual payment of the Participating Employee concerned in the Classic Formula and ten times their investment in the Multiple Formula are added together. For the avoidance of doubt, the Matching Contribution mentioned below in Article 6.3.2 is not included in the calculation of the maximum investment amount.

## 6.2 Charges to be paid by Member Companies

Member Companies shall pay:

- any entry fees (particularly in relation to employee investment funds (FCPE));
- any management fees linked to FCPEs; and
- charges linked to the custody of Participating Employee accounts.

For Participating Employees whose contract of employment (or, as applicable, corporate mandate) is terminated (for a reason other than for retirement), the Member Companies shall bear the costs listed

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<sup>1</sup> The corresponding amount in the relevant local currency will be made available to each Beneficiary Employee before the reservation period.

above for 1 (one) year from the date of this type of termination. Beyond this period, these charges may be borne exclusively by the Participating Employee.

### 6.3 Matching contribution

The Company or the Member Companies can make additional annual payments (*employer contributions*), the amount of which is determined as a percentage of the amount paid into the PEGI, capped for each Participating Employee at (i) three times the amount of their individual contribution and (ii) 14.4% of the annual social security ceiling applicable in France.

No additional contributions may be paid in relation to Retired Employees.

#### 6.3.1 *Special provisions of the Link 2022 Offer*

Under the Link 2022 Offer, Member Companies did not make any additional contributions.

#### 6.3.2 *Special provisions of the Link 2024 Offer*

Under the Link 2024 Offer, for investment made in the Classic Formula, the Participating Employee will benefit from a “**Matching Contribution**”, as detailed in the terms and conditions of the Link 2024 offer.

## Article 7 CUSTODIAN

Pure registered shares in the Company are held in an account opened in the name of each Participating Employee in the registers of ENGIE shareholders which are managed by Société Générale, whose head office is at 29, boulevard Haussmann in Paris (75009), France, registered with the Paris Trade and Companies Register (RCS) under number 552 120 222.

The custodian of shares in the Link International FCPE and the ORS 2015 FCPE is Amundi ESR, whose head office is at 90, boulevard Pasteur, Paris (75015), France, registered with the Paris Trade and Companies Register (RCS) under number B 433 221 074.

## Article 8 - USE OF THE PAYMENTS

8.1 Under the scope of capital increase and share sale operations reserved for employees, the amounts paid into the PEGI are used, at the discretion of the Participating Employee concerned, for the following investments, the selection criteria of which are listed in **Appendix B**:

### Link 2022 Offer

(a) *for payments made under the Link 2022 Offer, under the scope of the Classic Formula:*

- subscription of units of the Link Classic 2022 sub-fund of the Link International FCPE for Participating Employees of Member Companies with registered offices in Germany, Belgium, Brazil, Chile, the United Arab Emirates, Luxembourg, Mexico, Monaco, New Caledonia, the Netherlands, French Polynesia, Portugal, Romania, the United Kingdom, Singapore, Vanuatu and Wallis and Futuna; and
- acquisition or subscription of Company shares, for the Participating Employees of Member Companies with registered offices in Spain, the United States, Italy, Poland and Slovakia;

(b) *for payments made under the Link 2022 Offer, under the scope of the Multiple Formula:*

- subscription to units in the Link Multiple Int 2022 sub-fund of the Link International FCPE for Participating Employees of Member Companies with registered offices in Germany, Brazil, Chile, the United Arab Emirates,

Luxembourg, Mexico, Monaco, New Caledonia, the Netherlands, French Polynesia, Portugal, Romania, the United Kingdom, Singapore, Vanuatu and Wallis and Futuna;

- subscription to units in the Link Multiple Bel 2022 sub-fund of the Link International FCPE for Participating Employees of Member Companies with registered offices in Belgium; and
- acquisition or subscription of Company shares, for the Participating Employees of Member Companies with registered offices in Spain, the United States, Italy, Poland and Slovakia, it being specified that these latter will allocate a SAR (outside of the PEGI) to the Participating Employee for each Company share subscribed for or acquired under the scope of the PEGI.

**Link 2024 Offer**

(c) *for payments made under the Link 2024 Offer, under the scope of the Classic Formula:*

- subscription of units of the Link Classic 2024 sub-fund of the Link International FCPE for Participating Employees of Member Companies with registered offices in Germany, Saudi Arabia, Belgium, Brazil, Chile, the United Arab Emirates, Luxembourg, Mexico, Monaco, New Caledonia, the Netherlands, French Polynesia, Portugal, Romania, the United Kingdom, Singapore, Vanuatu and Wallis and Futuna; and
- acquisition or subscription of Company shares, for the Participating Employees of Member Companies with registered offices in Spain, the United States, Italy, Poland and Slovakia;

(d) *for payments made under the Link 2024 Offer, under the scope of the Multiple Formula:*

- subscription to units in the Link Multiple Int 2024 sub-fund of the Link International FCPE for Participating Employees of Member Companies with registered offices in Germany, Saudi Arabia, Belgium, Brazil, Chile, the United Arab Emirates, Luxembourg, Mexico, Monaco, New Caledonia, the Netherlands, French Polynesia, Portugal, Romania, the United Kingdom, Singapore, Vanuatu and Wallis and Futuna;
- acquisition or subscription of Company shares, for the Participating Employees of Member Companies with registered offices in Spain, the United States, Italy, Poland and Slovakia, it being specified that these latter will allocate a SAR (outside of the PEGI) to the Participating Employee for each Company share subscribed for or acquired under the scope of the PEGI.

8.2 Amounts paid into the PEGI other than for capital increases or transfer of shares reserved for employees are used to subscribe to units in the Liberty sub-fund of the Link International FCPE.

Subscriptions to or acquisition of products offered under the PEGI are made in Euro. Due to exchange rate fluctuations, the amount in local currency corresponding to the Euro value of the amount invested by the employee may vary upwards or downwards.

It is restated that the Participating Employees may change the allocation of their savings under the PEGI scheme subject to compliance with the lock-in periods stipulated in Article 10 below. No change to the allocation of savings may occur during the lock-in period.

8.3 Each Participating Employee owns a number of Company shares and/or units or thousandths of units of the Link International FCPE subscribed to through the payments made under their name (jointly referred to below as the “**Assets**”).

#### **Article 9 - INCOME**

Income and earnings from the units of all the sub-funds of the Link International FCPE must be reinvested in the FCPE.

Income and earnings from the units of the ORS 2015 FCPE must be reinvested in the FCPE.

Income and earnings from the Company shares held directly by Participating Employees are distributed to them.

It is stated that any income and capital gains paid to the Participating Employee may be subject to taxation and local social security charges applicable in (i) the country of the source of income or capital gains, (ii) the country of residence of the Participating Employee, and (iii) the country of residence of the Member Company (however, this is not an exhaustive list).

#### **Article 10 - LOCK-IN PERIOD**

Shares and units of the fund (FCPE) subscribed to under the scope of the PEGI shall not be available for a lock-in period of five years, starting from the acquisition or subscription of shares and units by Participating Employees, or from the date of the capital increase or transfer of shares reserved for employees.

The Company shares and the units of the Link International fund subscribed to under the Link 2010 Offer are available since August 24, 2015.

The Company shares and the units of the Link International FCPE and the Link International Relais 2014 FCPE subscribed to under the Link 2014 Offer are available since December 11, 2019.

The Company shares and the units of the ORS 2015 International FCPE subscribed to under the ORS 2015 Offer are available since February 27, 2020.

The Company shares and the units of the Link International FCPE subscribed to under the Link 2018 Offer are available since August 2, 2023.

The Company shares and the units of the Link International FCPE subscribed to under the Link 2022 Offer are not available and may not be sold until December 22, 2027.

The Company shares and the units of the Link International FCPE subscribed to under the Link 2024 Offer will not be available and may not be sold until November 7, 2029.

The Company shares will be held by Société Générale Securities Services and the units of the Link International FCPE and the ORS 2015 International FCPE will be held by Amundi ESR, in accordance with procedures established by the Company, until the end of the applicable lock-in period.

#### **Article 11 - EARLY RELEASE**

11.1 Case of early release

##### *11.1.1 Principle*

The lock-up period stipulated in Article 10 above shall no longer apply, at the request of the Participating Employee, in any of the following circumstances involving the Participating Employee (each of these circumstances is referred to hereinafter as a “**Case of early release**”), subject to any locally applicable legal and fiscal constraints by virtue of which some of the cases listed below may not be applicable:



- (a) marriage or conclusion of a civil union by the Participating Employee;
- (b) birth, or arrival in the home of an adopted child, if there are already two or more dependent children in the household of the Participating Employee;
- (c) divorce, termination of the civil union or separation of the Participating Employee when accompanied by a legal decision assigning the usual residency (sole or shared) of at least one child to the household of the Participating Employee;
- (d) violence committed against the Participating Employee by his/her spouse, cohabitant or civil union partner, or former spouse, cohabitant or partner when (i) a protection order is issued in favor of the Participating Employee by a judge or (ii) the facts give rise to a measure equivalent to one of the following measures provided for under French law: alternative to prosecution, criminal settlement (*composition pénale*), opening of an investigation by the public prosecutor, referral to the criminal court by the public prosecutor or the investigating judge, indictment or criminal conviction, even if not final;
- (e) disability of the Participating Employee, or their children or spouse or partner. This disability is assessed within the meaning of Sections 2 and 3 of Article L. 341-4 of the French Social Security Code (*Code de la sécurité sociale*);
- (f) death of the Participating Employee or their spouse or partner;
- (g) termination of the contract of employment of the Participating Employee;
- (h) allocation of amount of savings to the creation or takeover by the Participating Employee, or their children or spouse or partner, of an industrial, commercial, small-scale or agricultural company, either as individuals or as a company, on condition that they effectively exercise control, at the time of the startup, for the purpose of carrying out another non-salaried profession;
- (i) allocation of the savings to the acquisition or extension of the primary residence involving the creation of a new living area as defined under Article R. 156-1 of the French Building and Habitation Code (*Code de la construction et de l'habitation*), subject to the existence of a building permit or a prior declaration of work or the refurbishment of a primary residence damaged following a recognized natural disaster; and
- (j) if the Participating Employee has large debts, and when this situation is duly reported under the scope of specific legal proceedings.

#### 11.1.2 Link 2022 Offer

Due to local legal and fiscal constraints, the cases of early release applicable in the context of the Link 2022 Offer differ depending on the country where the head office of the Member Company is located (as specified in the local supplement). The cases of early release applicable in each country are listed in **Appendix C**.

#### 11.1.3 Link 2024 Offer

Due to local legal and tax constraints, the cases of early release applicable in the context of the Link 2024 Offer will differ depending on the country where the head office of the Member Company is located (as specified in the local supplement). The cases of early release applicable in each country are listed in **Appendix C**.

### 11.2 Processing release requests

Requests for early release, along with any supporting documentation required, must first be approved by the Member Company before being sent by the Participating Employee to the custodian. The Participating Employee will send any redemption requests for assets that have become available directly to the relevant custodian.

Early release requests must be presented within six months from the occurrence of the generating event, with the exception of termination of employment contracts, death, disability, domestic violence or excessive debt, in which cases the early release request may be received at any time.

The early lifting of the lock-in period takes the form of a unique payment relating, as determined by the Employee, to all or part of the Assets able to be released.

When the direct payment to the Participant is not possible or is impractical, the reimbursement payment may be made to the Participant through his/her employer or an establishment authorized by local regulations, net of applicable social security contributions and tax levies, as the case may be.

Participating Employees are liable for any tax and social security contributions stemming from the early release of their Assets.

Moreover, by virtue of any constraints imposed by the laws, regulations and administrative procedures-specific to each country, as well as the interpretation of the legislation applicable to each Member Company, more restrictive rules may apply on top of the cases mentioned above.

## **Article 12 INFORMATION FOR PARTICIPATING EMPLOYEES AND BENEFICIARY EMPLOYEES**

### **12.1 Information for Beneficiary Employees**

Beneficiary Employees are informed of offers reserved for employees by any available means, which includes by posters, and of the existence of the PEGI scheme, as well as its scope and the conditions governing the payments.

A copy of these rules shall be made available to Beneficiary Employees on the Intranet/Internet site relating to the ENGIE employee shareholding.

### **12.2 Information for Participating Employees**

At least once a year, each Participating Employee receives an individual statement (in a paper or electronic form) detailing the amount of their Assets, with a breakdown of investments made, the agency responsible for the asset management and the date when the said assets become available (excluding any cases of early release mentioned in Article 11 above).

At the time of each payment into or withdrawal from the PEGI, the Participating Employee will receive a statement indicating the date, amount and use of the last payment or the withdrawal, as appropriate.

## **Article 13 - NO ACQUIRED RIGHTS AND JOB MAINTENANCE**

The participation of Beneficiary Employees in the PEGI scheme and the offers reserved for employees established under the scope of the PEGI is not mandatory. It does not confer any acquired rights nor prejudice in any way the opportunity to take part in another operation of the same nature in the coming years.

No provision stipulated in the PEGI or on any subscription or investment form shall confer any right whatsoever to a Participating Employee to retain their employment or remain in the service of a Member Company or of any of its affiliates, and shall not interfere in any way with the right of such a Member Company to terminate the employment or service of the employee at any time.

#### **Article 14 - CHANGE OF ADDRESS OF PARTICIPATING EMPLOYEE**

When Participating Employees change their address or employer, they must inform the custodian as soon as possible.

When a Participating Employee cannot be reached at the address provided, the rights which this individual may claim are kept available by the custodian for a period of 10 years. After this period, the relevant assets will be liquidated. The sums will be paid in cash via the French *Caisse des Dépôts et Consignations* and may be claimed for a period of 20 years. At the end of this 20-year period, these sums will be paid to the French Public Treasury.

#### **Article 15 - TAXATION AND SOCIAL SECURITY**

The tax regime and social security applicable to the acquisition (or subscription), holding and disposal of shares and units of FCPE, and the various benefits attached thereto, is dependent on French rules, on the rules applicable in each State of residence of the Beneficiary Employees and the tax conventions agreed between the State in question and France. Beneficiary Employees are responsible for checking the tax and social security applicable to their specific circumstances, particularly when changing their country of residence. The payment of social security charges and taxes due by a Beneficiary is his/her sole responsibility.

In countries where the employer (or former employer) is required to withhold taxes and/or payroll taxes or where the employer of the Participating Employee (or former employer) is required to withhold or pay taxes, payroll taxes or other contributions on behalf of a Participating Employee or incurs a cost attributable to the Participating Employee as a result of his/her participation in PEGI, the Participating Employee shall have the option to:

- (i) instruct the Company or his/her employer or the custodian to proceed with a "sell to cover" procedure where a number FCPE units or shares (determined in order to cover, on behalf of the Participating Employee, the taxes and contributions that are owed by the Participating Employee) will be redeemed or sold and the proceeds corresponding to costs attributable to such Participating Employee will be paid to the employer of the Participating Employee so as to enable the required withholdings. Accordingly, the Participating Employee will either receive a cash amount net of tax, social charges and costs, if any, or transfer his/her investment into another fund for an amount net of tax, social charges and costs;
- (ii) instruct his/her employer to withhold the amount of taxes and contributions owed by the Participating Employee from his or her compensation; or
- (iii) agree with his/her employer on payment of taxes and contributions owed by the Participating Employee from such Participating Employee's own funds.

If the Participating Employee does not provide any instructions, the procedure referred to in (i) or (ii) above will be implemented<sup>2</sup>.

#### **Article 16 - DURATION OF THE PLAN**

The PEGI scheme has been established for an unspecified period.

If a Member Company decides to exit the PEGI scheme subject to a prior notice of one month, the said scheme shall continue to operate within the Company and other Member Companies. The Participating

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<sup>2</sup> It being specified that with respect to Participating Employees who participated in Link 2022, only option (i) above shall apply if the Participating Employee does not provide any instructions.

Employees of this Member Company can no longer make payments; however, their assets remain unavailable in accordance with the provisions stipulated in Article 10 and Article 11 above.

The Company may terminate the PEGI scheme subject to a notice period of one month. When this occurs, Participating Employees are no longer entitled to pay any further amounts into the PEGI. However, the Assets of the Participating Employees remain unavailable in accordance with the provisions stipulated in Article 10 and Article 11 above.

#### **Article 17 - AMENDMENTS**

The provisions of the rules of the PEGI may be changed by decision of the Chief Executive Officer (or by any person authorized by the latter to this effect) in order to add new investment opportunities. It being specified that such changes shall apply to all Member Companies which did not terminate their membership to the PEGI according to the voluntary exit process described in Article 3.2.2 and those changes affecting the rights of Participating Employees shall only apply to payments made by Participating Employees after the date of such changes.

#### **Article 18 - APPLICABLE LEGISLATION**

This PEGI is governed by the provisions of Articles L. 3332-1 et seq. of the French Labor Code and any decrees and circulars attached thereto.

If necessary, the rules stipulated in these Rules may be amended automatically or adjusted according to the provisions of any implementing regulations that come into force and any circulars that may be implemented after the date of agreeing this PEGI.

#### **Article 19 - DISPUTES**

The parties shall settle all disputes and claims relating to the application of these rules amicably.

If the parties fail to reach an agreement at the end of a reasonable period following a dispute, the case shall be brought before the competent court.

#### **Article 20 - TRANSLATION**

In the event of any discrepancies between the French version of the PEGI and any translation of this document, the French version shall prevail.

## APPENDIX A

### LIST OF MEMBER COMPANIES AT MAY 17, 2024

Country	Company
Belgium	N-ALLO
Belgium	SENEC
Belgium	LABORATOIRE BELGE DE L'INDUSTRIE ELECTRIQUE (LABORELEC)
Belgium	SOCIETE BELGE DES COMBUSTIBLES NUCLEAIRES SYNATOM
Belgium	INTERNATIONAL MARINE AND DREDGING CONSULTANTS (I.M.D.C.)
Belgium	ENGIE CC
Belgium	ELECTRABEL
Belgium	TRACTEBEL ENGINEERING S.A. (BE)
Belgium	SYNGENIA
Belgium	ENGIE MANAGEMENT COMPANY BELGIUM
Belgium	ENGIE ENERGY MANAGEMENT EEM
Belgium	ENGIE GLOBAL MARKET BELGIAN BRANCH
Belgium	ENGIE GLOBAL BUSINESS SUPPORT
Belgium	ENGIE IT BELGIAN BRANCH
Belgium	COZIE
Belgium	ENGIE (TRACTEBEL) IMPACT BELGIUM SA
BRAZIL	ENGIE BRASIL ENERGIA S.A.
BRAZIL	ENGIE BRASIL PARTICIPACOES LTDA
BRAZIL	ENGIE SOLUÇÕES DE OPERAÇÃO E MANUTENÇÃO LTDA.
BRAZIL	TRACTEBEL ENGINEERING LTDA. (BR)
BRAZIL	EBSI PARTICIPACOES LTDA
BRAZIL	ENGIE BRASIL SOLUÇÕES INTEGRADAS LTDA
BRAZIL	ENGIE BRASIL SOLUCOES PARTICIPACOES LTDA
BRAZIL	ENGIE CONSULTORIA E GESTAO DE ENERGIA LTDA
BRAZIL	ENGIE GERENCIAMENTO DE ENERGIA LTDA
BRAZIL	ENGIE SOLUCOES DE ILUMINACAO PUBLICA LTDA
BRAZIL	TRANSPORTADORA ASSOCIADA DE GAS S.A.
BRAZIL	ENGIE SOLUCOES CIDADES INTELIGENTES E INFRAESTRUTURA DE UBERLANDIA S A
BRAZIL	ENGIE SOLUCOES CIDADES INTELIGENTES E INFRAESTRUTURA DE PETROLINA S.A.
BRAZIL	ENGIE BRASIL SERVICOS AEROPORTUARIOS LTDA
BRAZIL	ENGIE SOLUCOES CIDADES INTELIGENTES E INFRAESTRUTURA DE CURITIBA
CHILE	ENGIE LATAM
CHILE	ENGIE ENERGIA CHILE SA
CHILE	SOCIEDAD GNL MEJILLONES SA
CHILE	TRACTEBEL ENGINEERING S.A. (CL)
CHILE	ENGIE GAS CHILE SPA
CHILE	ENGIE STREAM SOLUTIONS SPA
CHILE	SUSTAINABILITY SOLUTIONS LATAM SpA (ENGIE IMPACT CHILE SPA)
FRENCH POLYNESIA	ELECTRICITE DE TAHITI (EDT)

FRENCH POLYNESIA	ENGIE SERVICES POLYNESIE
FRENCH POLYNESIA	POLY DIESEL NC
FRENCH POLYNESIA	ELECTRICITE DE POLYNESIE S.A.S. - E.D.P.
FRENCH POLYNESIA	ENGIE POLYNESIE G.I.E
FRENCH POLYNESIA	ELECTRICITE DES MARQUISES GIE
GERMANY	Energie SaarLorLux AG
GERMANY	ENGIE Refrigeration GmbH
GERMANY	SOLARIMO GmbH
GERMANY	ENGIE Deutschland GmbH
GERMANY	HGS GmbH
GERMANY	Energieversorgung Gera GmbH
GERMANY	Geranetz GmbH
GERMANY	ENGIE DEUTSCHLAND AG
GERMANY	Storengy Deutschland GmbH
GERMANY	Energie SaarLorLux GBR
GERMANY	Storengy Deutschland Betrieb GmbH
GERMANY	ENGIE Erneuerbare GmbH
GERMANY	TRACTEBEL ENGINEERING GMBH (GE)
GERMANY	LAHMEYER DEUTSCHLAND GMBH
GERMANY	TRACTEBEL HYDROPROJEKT GMBH
GERMANY	TRACTEBEL GWK GMBH
GERMANY	ENGIE Energy Management Solutions GmbH
GERMANY	ENGIE GENERATION GERMANY GmbH
GERMANY	TRACTEBEL OVERDICK GMBH
GERMANY	TRACTEBEL DOC OFFSHORE GMBH
GERMANY	Otto Building Technologies GmbH
GERMANY	WW Industriemontage GmbH
GERMANY	Müller Ingenieure
GERMANY	Engie Mobisol GmbH
GERMANY	geoENERGIE Konzept GmbH
GERMANY	ENGIE Impact GmbH
ITALY	ENGIE ITALIA S.P.A
ITALY	VOGHERA ENERGIA S.P.A.
ITALY	ENGIE PRODUZIONE S.P.A
ITALY	Longano Eolica Società a Responsabilità Limitata
ITALY	ENGIE SERVIZI S.P.A.
ITALY	TRACTEBEL ENGINEERING S.r.l. (IT)
ITALY	POLO SANITARIO SARDEGNA CENTRALE (SOCIETA DI PROGETTO SPA)
ITALY	ENGIE GLOBAL MARKETS ITALIA BRANCH
ITALY	ENGIE PROGRAM S.R.L.
ITALY	TELCHA SRL
ITALY	AUTEC SERVICE S.R.L.
ITALY	TIKO ITALIA S.r.l.
ITALY	ENGIE ENERGIES ITALIA SRL
LUXEMBOURG	ENGIE INVEST INTERNATIONAL
LUXEMBOURG	ENGIE TREASURY MANAGEMENT

MEXICO	ENGIE MEXICO
MEXICO	ENGIE MÉXICO COMERCIALIZADORA S. DE R.L. DE C.V.
MEXICO	ENGIE GBS LATAM, S.A. DE C.V.
MEXICO	ENGIE MEX SERVICIOS ADMINISTRATIVOS, S.A. DE C.V.
MONACO	STE MONEGASQUE DE L'ELECTRICITE ET DU GAZ (SMEG)
MONACO	STE MONEGASQUE D'ASSAINISSEMENT (SMA)
MONACO	COMETH-SOMOCLIM
MONACO	TRACTEBEL ENGINEERING MONACO SARL
NETHERLANDS	ENGIE Energie Nederland Holding BV
NETHERLANDS	ENGIE Global Developments BV
NETHERLANDS	ENGIE Energie Nederland NV
NETHERLANDS	Laborelec NL
NETHERLANDS	ENGIE International CORPORATION BV
NETHERLANDS	Biogas Plus Systems
NEW CALEDONIA	EEC
NEW CALEDONIA	PACIFIC AIRPORT
NEW CALEDONIA	EPI
NEW CALEDONIA	NEODEL
NEW CALEDONIA	SOCOMETRA
NEW CALEDONIA	ALIZES ENERGIE
NEW CALEDONIA	SOCIÉTÉ DE MAINTENANCE DU KONIAMBO (SOMAINKO)
NEW CALEDONIA	ENERGIE NOUVELLE S.A.R.L.
POLAND	ENGIE Services Sp. z o.o.
POLAND	ENGIE Elektromontaż Sp. z o.o.
POLAND	ENGIE ZIELONA ENERGIA Sp. Z.o.o
POLAND	ENGIE EC SLUPSK Sp. z o.o.
POLAND	ENGIE Zlotow So. z o.o.
POLAND	ENGIE EC serwis Sp. z o.o.
POLAND	OTTO ENGINEERING POLSKA SP. Z.O.O.
POLAND	ENGIE SAR SP z.o.o.
PORTUGAL	CLIMAESPACO
PORTUGAL	ENGIE – Energias Novas, Geração Renovável, Inovação, Eficiência Energética, SA
PORTUGAL	ARCLASSE
PORTUGAL	ENGIE-HEMERA - ENERGIAS RENOVÁVEIS, S.A.
PORTUGAL	ENGIE – Hidroelétricas do Douro, Lda
PORTUGAL	ENGIE RENOVÁVEIS PORTUGAL S.A.
PORTUGAL	TERMOFLORESTAL LDA
ROMANIA	TRACTEBEL ENGINEERING S.A. (RO)
ROMANIA	ENGIE ROMANIA S.A.
ROMANIA	DEPOMURES S.A.
ROMANIA	DISTRIGAZ SUD RETELE S.R.L.
ROMANIA	ENGIE BUILDING SOLUTIONS S.R.L.
ROMANIA	ENGIE Servicii S.R.L.
ROMANIA	BRAILA WINDS S.R.L.
SAUDI ARABIA	JUBAIL O&M COMPANY LIMITED
SAUDI ARABIA	SUEZ SERVICES SAUDI COMPANY LIMITED

SAUDI ARABIA	DHURUMA O&M COMPANY LIMITED (A LIMITED LIABILITY COMPANY)
SAUDI ARABIA	Fadhili Operation and Maintenance Company
SAUDI ARABIA	ENGIE Energy Services Saudi Limited
SAUDI ARABIA	ENGIE Saudi Holding Company LLC
SAUDI ARABIA	Engie Yanbu For Operation and Maintenance Company
SAUDI ARABIA	Engie Al Jubail For Operation and Maintenance Company
SINGAPORE	ENGIE South East Asia Pte. Ltd.
SINGAPORE	ENGIE FACTORY ASIA-PACIFIC PTE. LTD.
SINGAPORE	ENGIE GLOBAL MARKETS SINGAPORE BRANCH
SINGAPORE	ENGIE ITS Pte Ltd
SINGAPORE	Engie Services Singapore Pte Ltd.
SINGAPORE	ENGIE LAB SINGAPORE PTE LTD
SINGAPORE	ENGIE IMPACT PTE LTD
SINGAPORE	ENGIE Property Services Pte. Ltd.
SINGAPORE	ENGIE RCS PTE LTD
SINGAPORE	ENGIE ENERGY MARKETING SINGAPORE PTE LTD
SLOVAKIA	PRVA RUZINOVSKA SPOLOCNOST a.s.
SLOVAKIA	ENGIE SERVICES a.s. (SK)
SLOVAKIA	RACIANSKA TEPLARENSKA A.S.
SLOVAKIA	TEPELNE HOSPODARSTVO MOLDAVA, a.s.
SLOVAKIA	TERMMING, a.s.
SLOVAKIA	ENERGY DISTRIBUTION s.r.o.
SPAIN	COFELY ESPANA
SPAIN	ENGIE ESPANA
SPAIN	ENGIE CASTELNOU SL
SPAIN	ENGIE CARTAGENA, S.L.
SPAIN	AXIMA SERVICIOS ENERGETICOS EUSKADI
SPAIN	ELECTRO METALÚRGICA DEL EBRO S.L.
SPAIN	ENGIE SERVICIOS ENERGETICOS
SPAIN	ENGIE O&M ENERGIA RENOVABLES
SPAIN	ENGIE ESPANA RENOVABLES
UAE	TRACTEBEL ENGINEERING CONSULTANCY LLC
UAE	KAHRABEL FZE
UAE	ITM O & M COMPANY LIMITED
UAE	INTERNATIONAL POWER S.A
UAE	MESCAT Middle East DMCC
UAE	Smart 4 Power LLC
UAE	LABORELEC, ABU DHABI BRANCH
UAE	RED Group Services DWC LLC
UK	ENGIE SUPPLY HOLDING UK LIMITED
UK	STORENGY UK
UK	FHH NO.1 LIMITED
UK	INTERNATIONAL POWER Ltd.
UK	IPM ENERGY LTD
UK	ENGIE INTERNATIONAL FM LIMITED
UK	ENGIE IMPACT UK LIMITED



UK	RED ENGINEERING DESIGN LIMITED
UK	TRACTEBEL ENGINEERING COYNE ET BELLIER - UK PE
UK	IXORA ENERGY LIMITED
USA	ENGIE ENERGY MARKETING NA INC
USA	GDF SUEZ ENERGY DEVELOPMENT NA LLC
USA	ENGIE Resources LLC
USA	ALABAMA-DECATUR ENERGY LLC
USA	Colorado Energy Nations Company LLC
USA	NASSAU ENERGY SERVICES LLC
USA	COLLEGE PARK ENERGY LLC
USA	ENGIE Generation North America LLC
USA	ENGIE THERMAL NA LLC
USA	ENGIE Retail, LLC
USA	RES Investment, LLC
USA	ENGIE INSIGHT SERVICES INC
USA	ENGIE North America Inc
USA	ENGIE Services US Inc
USA	Engie Storage LLC
USA	ENGIE NEW VENTURES USA LLC
USA	SolaireDirect North America LLC
USA	ENGIE Renewables Services LLC
USA	ENGIE IR Holdings LLC
USA	ENGIE GBS NA LLC
USA	SoCore Energy LLC
USA	ENGIE Buckeye Operations LLC
USA	ENGIE Power & Gas LLC
USA	GENBRIGHT LLC
VANUATU	UNION ELECTRIQUE (UNELCO) DU VANUATU
WALLIS AND FUTUNA	EEWF

## APPENDIX B

### LIST OF PRODUCTS PROPOSED AND INFORMATION ON THE SELECTION CRITERIA

The "Link International" company mutual fund (*Fonds commun de placement d'entreprise* – FCPE), is a fund with sub-funds governed by Article L. 214-165 of the French Monetary and Financial Code (*Code monétaire et financier*); AMUNDI Asset Management is the management company and CACEIS Bank is the depositary.

The "Link International" FCPE was composed of four Sub-funds at the time of the implementation of the Link 2010 Offer: (i) the "LINK CLASSIC" Sub-fund, (ii) the "LINK LIBERTY" Sub-fund, (iii) the "LINK MULTIPLE 2010" Sub-fund and (iv) the "LINK MULTIPLE BEL 2010" Sub-fund.

Sub-funds (iii) and (iv) were liquidated and dissolved following expiry of the Link 2010 plan.

#### **1. The "LINK CLASSIC" Sub-fund is classified in the following category: invested in listed securities of the Company**

The "LINK CLASSIC" Sub-fund aims to invest 100% of its assets in ENGIE shares admitted to trading on a regulated market. On the date of their transfer into the "LINK CLASSIC" Sub-fund, the shares of ENGIE are listed on Euronext Paris. Exceptionally and up to the limit of 5% of its assets, the Sub-fund may hold shares or units of UCITS and/or general- purpose investment funds (FIVG) belonging to the "money market" category.

The Sub-fund may only receive sums paid within the scope of the PEGI. The Sub-fund may receive contributions and subscriptions under capital increase transactions reserved for Employees of Member Companies.

Upon its creation, the "LINK CLASSIC" Sub-fund issued two categories of unit: "C" Accumulation units and "D" Distribution units. The C and D units were merged on August 5, 2016, with the removal of D unit.

#### **2. The "LINK LIBERTY" Sub-fund is classified in the following category: invested in listed securities of the Company**

The "LINK LIBERTY" Sub-fund aims to invest 100% of its assets in ENGIE shares admitted to trading on a regulated market. On the date of their transfer into the "LINK LIBERTY" Sub-fund, the ENGIE shares are listed on Euronext Paris. Exceptionally and up to the limit of 5% of its assets, the Sub-fund may hold shares or units of UCITS and/or general- purpose investment funds (FIVG) belonging to the "money market" category.

Upon its creation, the "LINK LIBERTY" Sub-fund issued two categories of unit: "C" Accumulation units and "D" Distribution units. The C and D units were merged on August 5, 2016, with the removal of D unit.

#### **UNDER THE LINK 2014 OFFER**

Under the Link 2014 Offer, the following were created:

- The "Link International Relais 2014" company mutual fund (*Fonds commun de placement d'entreprise* – FCPE), merged by absorption into the "Link Classic" Sub-fund on December 19, 2014;
- Two new Sub-funds in the "Link International" fund: (i) one "LINK MULTIPLE INT 2014" Sub-fund and (ii) one "LINK MULTIPLE BEL 2014" Sub-fund.

"LINK MULTIPLE INT 2014" and "LINK MULTIPLE BEL 2014" Sub-funds were liquidated and dissolved following the expiration of the Link 2014 plan.

### **UNDER THE ORS 2015 OFFER**

The "ORS 2015 International" FCPE is a fund with sub-funds governed by Article L. 214-165 of the French Monetary and Financial Code of which AMUNDI Asset Management is the management company and CACEIS Bank is the depositary.

The Fund is classified in the category "invested in listed securities of the company". The Fund's objective is to track the performance of ENGIE shares, both up and down. The Fund could only receive ENGIE shares acquired by Employees and Retired Employees under the PEGI in respect of the ORS 2015 Offer. It is now closed to any subsequent contributions.

The Sub-fund is intended to be wholly invested in ENGIE shares. Exceptionally and up to the limit of 10% of its assets, the Sub-fund may hold shares or units of UCITS and/or general-purpose investment funds (FIVG) classified as "money market" and/or "short-term money market".

Upon its creation, the "ORS 2015 International" FCPE issued two categories of unit: "C" Accumulation units and "D" Distribution units. The C and D units were merged on August 5, 2016, with the removal of D unit.

### **UNDER THE LINK 2018 OFFER**

At the time of the Link 2018 Offer, three new sub-funds were created within the Link International FCPE:

- "LINK CLASSIC 2018" Sub-fund
- "LINK MULTIPLE INT 2018" Sub-fund
- "LINK MULTIPLE BEL 2018" Sub-fund

These three Sub-funds could only receive amounts paid under the PEGI. They could only receive payments in the context of the Link 2018 Offer and are closed to any further payments.

#### **1. The "LINK CLASSIC 2018" sub-fund is classified in the following category: invested in listed securities of the Company**

The "LINK CLASSIC 2018" Sub-fund aims to invest 100% of its assets in ENGIE shares admitted to trading on a regulated market. On the date of their transfer into the "LINK CLASSIC 2018" Sub-fund, the ENGIE shares are listed on Euronext Paris. Exceptionally and up to the limit of 10% of its assets, the Sub-fund may hold shares or units of UCITS and/or general-purpose investment funds (FIVG) classified as "money market" and/or "short-term money market".

The units issued by the "LINK CLASSIC 2018" Sub-fund are "C" Accumulation units. The income and realized net capital gains of assets included in the "LINK CLASSIC 2018" Sub-fund must be reinvested and give rise to the issue of new units.

"LINK MULTIPLE INT 2018" and "LINK MULTIPLE BEL 2018" Sub-funds were liquidated and dissolved following the expiration of the Link 2018 plan.

### **UNDER THE LINK 2022 OFFER**

At the time of the Link 2022 Offer, three new sub-funds were created within the Link International FCPE:

- "LINK CLASSIC 2022" Sub-fund
- "LINK MULTIPLE INT 2022" Sub-fund
- "LINK MULTIPLE BEL 2022" Sub-fund

These three Sub-funds could only receive amounts paid under the PEGI. They could only receive payments in the context of the Link 2022 Offer and are closed to any further payments.

**1. The "LINK CLASSIC 2022" Sub-fund is classified in the following category: invested in listed securities of the Company**

The "LINK CLASSIC 2022" Sub-fund aims to invest 100% of its assets in ENGIE shares admitted to trading on a regulated market. On the date of their transfer into the "LINK CLASSIC 2022" Sub-fund, the ENGIE shares are listed on Euronext Paris. Exceptionally and up to the limit of 10% of its assets, the Sub-fund may hold shares or units of UCITS and/or general-purpose investment funds (FIVG) classified as "money market" and/or "short-term money market".

The units issued by the "LINK CLASSIC 2022" Sub-fund are "C" Accumulation units. The income and realized net capital gains of assets included in the "LINK CLASSIC 2022" Sub-fund must be reinvested and give rise to the issue of new units.

**2. The "LINK MULTIPLE INT 2022" Sub-fund is classified in the following category: "FCPE with Offers".**

The unitholders of the "LINK MULTIPLE INT 2022" Sub-fund benefit from a net asset value guarantee for their units in accordance with the conditions stipulated in the Guarantee Commitment described in the "Link International" FCPE Regulations.

The management objective of the "LINK MULTIPLE INT 2022" Sub-fund is to offer an investment product allowing unitholders to benefit for each unit, at the end of five years or at any early redemption date, and subject to applicable tax and social security contributions, and insofar as the Exchange Transaction has not been terminated and no adjustment provided for in the Exchange Transaction has been implemented, from a sum equal to:

- the subscription price
- and a performance corresponding to the highest value between: (a) an amount corresponding to a multiple of the average increase in the price of the Share (protected monthly average) compared to the reference price; and (b) an annual capitalized yield of 2% on the amount corresponding to the subscription price.

as calculated using the methods described in the KIIDs of the "LINK MULTIPLE INT 2022" Sub-fund. In the event that Engie pays a dividend consisting of a loyalty bonus, the performance will be improved to take account of the loyalty bonus.

The guarantee relates to the euro value of the personal contribution of the employee in the "LINK MULTIPLE INT 2022" Sub-fund. Once converted into local currency, it may represent a higher or lower amount than the personal contribution. The performance also relates to the euro value of the personal contribution of the employee.

**3. The "LINK MULTIPLE BEL 2022" Sub-fund is classified in the following category: "FCPE with Offers".**

The unitholders of the "LINK MULTIPLE BEL 2022" Sub-fund benefit from a net asset value guarantee for their units, under the conditions stipulated in the Guarantee Commitment described in the "Link International" FCPE Regulations.

The management objective of the "LINK MULTIPLE BEL 2022" Sub-fund is to offer an investment product allowing unitholders to benefit for each unit, at the end of five years or at any early redemption date, and subject to applicable tax and social security contributions, and insofar as the Exchange Transaction has not been terminated and no adjustment provided for in the Exchange Transaction has been implemented, from a sum equal to:

- the subscription price

- and a performance corresponding to the highest value between: (a) an amount corresponding to a multiple of the average increase in the price of the Share (protected monthly average) compared to the reference price; and (b) an annual capitalized yield of 1.55% on the amount corresponding to the subscription price.

as calculated using the methods described in the KIIDs of the "LINK MULTIPLE BEL 2022" Sub-fund. In the event that Engie pays a dividend consisting of a loyalty bonus, the performance will be improved to take account of the loyalty bonus.

#### **UNDER THE LINK 2024 OFFER**

At the time of the Link 2024 Offer, two new sub-funds were created within the Link International FCPE:

- "LINK CLASSIC 2024" Sub-fund
- "LINK MULTIPLE INT 2024" Sub-fund

These two Sub-funds may only receive amounts paid under the PEGI. They may only receive payments in the context of the Link 2024 Offer and will be closed to any further payments.

#### **4. The "LINK CLASSIC 2024" Sub-fund is classified in the following category: invested in listed securities of the Company**

The "LINK CLASSIC 2024" Sub-fund aims to invest 100% of its assets in ENGIE shares admitted to trading on a regulated market. On the date of their transfer into the "LINK CLASSIC 2024" Sub-fund, the ENGIE shares are listed on Euronext Paris. Exceptionally and up to the limit of 10% of its assets, the Sub-fund may hold shares or units of UCITS and/or general-purpose investment funds (FIVG) classified as "money market" and/or "short-term money market".

The income and realized net capital gains of assets included in the "LINK CLASSIC 2024" Sub-fund must be reinvested and give rise to the issue of new units.

#### **5. The "LINK MULTIPLE INT 2024" Sub-fund is classified in the following category: "FCPE with Offers".**

The unitholders of the "LINK MULTIPLE INT 2024" Sub-fund benefit from a net asset value guarantee for their units in accordance with the conditions stipulated in the Guarantee Commitment described in the "Link International" FCPE Regulations.

The management objective of the "LINK MULTIPLE INT 2024" Sub-fund is to offer an investment product allowing unitholders to benefit for each unit, at the end of five years or at any early redemption date, and subject to applicable tax and social security contributions, and insofar as the Exchange Transaction has not been terminated and no adjustment provided for in the Exchange Transaction has been implemented, from a sum equal to:

- the subscription price; and
- a performance corresponding to the highest value between: (a) a multiple of the protected average increase in the price of the Share (monthly average) compared to the reference price; and (b) a capitalized guaranteed return of 3% per year *pro rata temporis* on the personal contribution in euros.

as calculated using the methods described in the KID of the "LINK MULTIPLE INT 2024" Sub-fund. In the event that the "LINK MULTIPLE 2024" sub-fund receives a dividend comprising a loyalty dividend bonus, the performance will be increased by an amount equivalent to the loyalty dividend bonus on the shares underlying the FCPE units, capitalised at the €STR rate (the euro short-term rate).

The guarantee relates to the euro value of the personal contribution of the employee in the “LINK MULTIPLE INT 2024” Sub-fund. Once converted into local currency, it may represent a higher or lower amount than the personal contribution. The performance also relates to the euro value of the personal contribution of the employee.

## APPENDIX C

### EARLY RELEASE APPLICABLE TO THE LINK 2022 OFFER

	Termination of the contract of employment of employee	Death of employee/ spouse	Disability of employee/c hildren/ spouse	Divorce or separation accompanied by a legal decision assigning the usual residency (sole or shared) of at least one child to the household of the employee	Marriage or civil union of the employee	Birth, or arrival in the home of an adopted child, if there are already two or more dependent children in the household	Creation or takeover, by the employee, their children or spouse, of a company	Acquisition of or extension to the principal residence of employee	Excessive debts of the employee, as determined by any local competent authority	Domestic violence
<b>Germany</b>	X	X	X	X	X	X	X	X	X	X
<b>Belgium</b>	X Only redundancy or retirement	X	X Disability of employee/ spouse only							
<b>Brazil</b>	X	X	X	X	X	X	X	X	X	X
<b>Chile</b>	X	X	X	X	X	X	X	X	X	X
<b>United Arab Emirates</b>	X	X	X	X	X	X	X	X	X	X
<b>Spain</b>	X	X Death of employee only	X Disability of employee only							
<b>United States</b>	X	X Death of employee only	X Disability of employee only							
<b>Italy</b>	X	X Death of employee only	X Disability of employee only							
<b>Luxembourg</b>	X	X	X	X	X	X	X	X	X	X
<b>Mexico</b>	X	X	X	X	X	X	X	X	X	X
<b>Monaco</b>	X	X	X	X	X	X	X	X	X	X
<b>New Caledonia</b>	X	X	X	X	X	X	X	X	X	X
<b>The Netherlands</b>	X	X Death of employee only	X Disability of employee only							
<b>Poland</b>	X	X Death of employee only	X Disability of employee only							
<b>French Polynesia</b>	X	X	X	X	X	X	X	X	X	X
<b>Portugal</b>	X	X	X	X	X	X	X	X	X	X
<b>Romania</b>	X	X	X	X	X	X	X	X	X	X
<b>United Kingdom</b>	X	X	X	X	X	X	X	X	X	X
<b>Singapore</b>	X	X	X	X	X	X	X	X	X	X
<b>Slovakia</b>	X	X Death of employee only	X Disability of employee only							
<b>Vanuatu</b>	X	X	X	X	X	X	X	X	X	X
<b>Wallis and Futuna</b>	X	X	X	X	X	X	X	X	X	X

**APPENDIX D**  
**EARLY RELEASE APPLICABLE TO THE LINK 2024 OFFER**

	Termination of the contract of employment of employee	Death of employee /spouse	Disability of employee/c hildren/ spouse	Divorce or separation accompanied by a legal decision assigning the usual residency (sole or shared) of at least one child to the household of the employee	Marriage or civil union of the employee	Birth, or arrival in the home of an adopted child, if there are already two or more dependent children in the household	Creation or takeover, by the employee, their children or spouse, of a company	Acquisition of or extension to the principal residence of employee	Excessive debts of the employee, as determined by any local competent authority	Domestic violence
<b>Germany</b>	<b>A</b>	<b>A for employee</b> O for spouse	<b>A for employee</b> O for spouse/children	O	O	O	O	O	O	O
<b>Saudi Arabia</b>	O	O	O	O	O	O	O	O	O	O
<b>Belgium</b>	O Only redundancy or retirement	O	O Disability of employee/ spouse only							
<b>Brazil</b>	O	O	O	O	O	O	O	O	O	O
<b>Chile</b>	O	O	O	O	O	O	O	O	O	O
<b>United Arab Emirates</b>	O	O	O	O	O	O	O	O	O	O
<b>Spain</b>	O	O Death of employee only	O Disability of employee only							
<b>United States</b>	O	O Death of employee only	O Disability of employee only							
<b>Italy</b>	O	O Death of employee only	O Disability of employee only							
<b>Luxembourg</b>	O	O	O	O	O	O	O	O	O	O
<b>Mexico</b>	O	O	O	O	O	O	O	O	O	O
<b>Monaco</b>	O	O	O	O	O	O	O	O	O	O
<b>New Caledonia</b>	O	O	O	O	O	O	O	O	O	O
<b>The Netherlands</b>	O	O Death of employee only	O Disability of employee only							
<b>Poland</b>	O	O Death of employee only	O Disability of employee only							
<b>French Polynesia</b>	O	O	O	O	O	O	O	O	O	O
<b>Portugal</b>	O	O	O	O	O	O	O	O	O	O
<b>Romania</b>	O	O	O	O	O	O	O	O	O	O
<b>United Kingdom</b>	O	O	O	O	O	O	O	O	O	O
<b>Singapore</b>	O	O	O	O	O	O	O	O	O	O
<b>Slovakia</b>	O	O Death of employee only	O Disability of employee only							
<b>Vanuatu</b>	O	O	O	O	O	O	O	O	O	O
<b>Wallis and Futuna</b>	O	O	O	O	O	O	O	O	O	O

O = optional  
A = automatic