

TERMS AND CONDITIONS OF LINK 2024

I have been invited by ENGIE S.A. (**ENGIE**) to participate to an offer of ENGIE shares through the Link Multiple Int 2024 sub-fund (**Link Multiple Formula**) and/or through the Link Classic 2024 sub-fund (**Link Classic Formula**) of the Link International FCPE, within the framework of the International Group Savings Plan (*Plan d'Épargne de Groupe International* or **PEGI**) of ENGIE (the **Offer** or **Link 2024**).

By participating in the Offer, I agree with the terms and conditions applying to my participation in the Offer detailed below.

I acknowledge that I have read the documents relating to LINK 2024 made available to me and, in particular, the information brochure, the rules of the Link International FCPE, the Key Information Documents (**KID**) of the Link Multiple Int 2024 and Link Classic 2024 sub-funds of the Link International FCPE, the PEGI rules, the Country Supplement and these terms and conditions applicable to my participation in LINK 2024.

Eligibility for Link 2024

Are eligible for Link 2024 those who are, as of the last day of the revocation period, scheduled on 30 September 2024, employees of a company of the ENGIE Group belonging to the PEGI and/or corporate officers of such company employing between 1 and 249 employees, with a total duration of the employment contract(s) and/or corporate term(s) within the ENGIE Group of at least three months (consecutive or not) as from 1 January 2023.

Features of Link 2024

Link 2024 is an employee shareholding offer under the PEGI. In accordance with the provisions of Article L. 3332-18 et seq. of the French Labour Code, ENGIE shares will be acquired or subscribed for by the Link Multiple Int 2024 sub-fund and the Link Classic 2024 sub-fund of the Link International FCPE at a price (the **Subscription Price**) to be determined by the Board of Directors of ENGIE (or its Managing Director (*Directrice Générale*) acting on delegation) on the day the Board or the Managing Director sets the dates for the revocation period.

The Subscription Price will be equal to the Reference Price (as defined below), minus a 20% discount and rounded up to the highest euro cent.

The **Reference Price** will correspond to the arithmetic average of each of the daily volume-weighted average prices of the ENGIE shares traded on the Euronext Paris stock exchange (Volume-Weighted Average Price or VWAP) (excluding cross trades and block trades) published on the Bloomberg screen page <ENGI FP Equity> AQR and selecting only as custom condition codes the Normal Trade option (i.e. excluding the opening price, the closing price and the Trades at Last that take place after 5:30 P.M. (Paris time)) recorded during each of the twenty trading days preceding the date of the above decision.

The Subscription Price is contemplated to be set on 23 September 2024, and communicated subsequently, shortly before the opening of the revocation period, on the Offer's website: <https://link.engie.com/2024>.

Two formulas are proposed

(i) the Link Classic Formula, by subscription of units in the Link Classic 2024 sub-fund of the Link International FCPE, with the benefit of a matching contribution (the **Matching Contribution**); and

(ii) the Link Multiple Formula, by subscription of units in the Link Multiple Int 2024 sub-fund of the Link International FCPE.

I can opt to participate in either formula or both. The minimum investment amount per formula is €10 or the equivalent in local currency (based on the exchange rate indicated on the subscription website if I participate in Link 2024 during the reservation period, and based on the exchange rate determined by ENGIE on 23 September 2024 if I participate during the revocation period).

I acknowledge that I am aware that the units of the Link International FCPE (**FCPE units**) subscribed under Link 2024 will be locked-in for five years until 6 November 2029 inclusive, except upon the occurrence of an early release case as set out in the Country Supplement.

In accordance with the Link International FCPE rules, the redemption proceeds of FCPE units should be paid directly to the unit holders. However, when this direct payment is not possible or is impractical, and by way of exception, I expressly accept that the reimbursement of my assets may be paid to me through my employer or an establishment authorized by local regulations, net of applicable social security charges and tax levies, as the case may be.

I duly note that, given the concentration of risks on the securities of one single company within the portfolio of the sub-funds Link Classic 2024 and Link Multiple Int 2024, the French Financial Markets Authority (*Autorité des Marchés Financiers* or **AMF**) recommends that participants assess the need for each of them to diversify the risks of all their financial savings.

By participating in Link 2024, I acquire FCPE units of the Link International FCPE within the framework of the PEGI and if I leave my employing company, I may be required to pay management fees as set out on the website of Amundi Asset Management, the management company of the FCPE.

Link Classic Formula (Link Classic 2024 sub-fund)

I acknowledge that I am aware that:

(a) the value of my investment in the Link Classic Formula is linked mainly to the performance of the ENGIE share and that my investment (i.e., my personal contribution and the Matching Contribution) is therefore at risk; and

(b) by investing in the Link Classic Formula, I benefit from a Matching Contribution allowing me to receive additional ENGIE shares for free (the **Free Shares**), which will be delivered into the Link Classic 2024 sub-fund immediately upon completion of the Offer (scheduled on 7 November 2024). The euro amount of the Matching Contribution, based on the Subscription Price, will correspond to 200% of my personal contribution up to €250 invested (i.e. a Matching Contribution of up to €500).

I have taken due note that any dividends paid under the Link Classic Formula (i) will be reinvested in the Link Classic 2024 sub-fund of the Link International FCPE and (ii) will give rise to the issuance of new units in this sub-fund.

Link Multiple Formula (Link Multiple Int 2024 sub-fund)

I acknowledge that I am aware that:

(a) the mechanism of the Link Multiple Int 2024 sub-fund (whereby the Link Multiple Int 2024 sub-fund will enter into a swap transaction with the structuring bank) will enable me to receive, on termination of the lock-in period or in the event of early release,

and before taking into account any applicable taxes and/or social security deductions, an amount that corresponds to (i) the euro amount of my personal contribution (the **Capital Guarantee**) increased by (ii) a performance (the **Performance**) corresponding to the greater of the two following amounts: (x) a capitalized guaranteed return of 3% per year *pro rata temporis* on my personal contribution in euros and (y) 24 (the **Multiple**) times the protected average increase of the ENGIE share price compared to the Reference Price for each unit in the Link Multiple Int 2024 sub-fund. In the event a loyalty dividend bonus is received by the Link Multiple Int 2024 sub-fund, the Performance will be increased by an amount equivalent to the loyalty dividend bonus on the shares underlying my Link Multiple Int 2024 units, capitalized from its payment date until the exit date at the €STR rate (the euro short-term rate);

(b) the amount paid by the Link Multiple Int 2024 sub-fund as defined in paragraph (a) above could be reduced in the event of the occurrence of some adjustment events, in particular in case of changes in the tax rules and/or the amount paid by the Link Multiple Int 2024 sub-fund would be different from the one defined in paragraph (a) above and may be lower than such amount in case of an early termination of the swap transaction (as it would be based on the market value of the swap transaction at the time of its early termination and hence, on the market parameters at that time).

The structuring bank may terminate the swap transaction at the end of a consultation period if an early termination event occurs, in particular:

- a default or a change of circumstances (as defined in the documents signed between the Management Company and the structuring bank);
- an insufficient liquidity of the ENGIE share (the **Share**) (or of the share to be substituted for the Share as a result of an exchange offer or a mixed public offer, or a merger with the absorption of ENGIE by another company, or with the creation of a new company);
- an insufficient liquidity of the stock loan of the Share (or of the share to be substituted);
- a successful tender offer for the Shares to which the supervisory board of the Link International FCPE has decided to tender the Shares;
- a Share buy-back tender offer to which the supervisory board of the Link International FCPE has decided not to tender the Shares and if the economic equilibrium of the swap transaction cannot be maintained;
- a delisting of the Share;
- a nationalization of ENGIE;
- the opening of any insolvency proceedings against ENGIE;
- events giving rise to a downward adjustment of the Multiple (without it being negative) but for which such an adjustment would not be sufficient to maintain the economic equilibrium of the swap transaction;
- one of the following events if they are carried out without the agreement of the structuring bank: change of management company and/or custodian of the sub-fund; decision to merge, absorb, split, transform, dissolve or liquidate the sub-fund or the Link International FCPE; decision to transfer assets or substantially change the composition of the assets of the sub-fund; modification of the Link International FCPE's rules or non-compliance with the provisions of the rules relating to the sub-fund resulting in a deterioration of the structuring bank's risk or having a negative impact for it on the economic balance of the swap transaction.

In case of early termination of the swap transaction by the Management Company, I may receive an amount in euros that is

lower than my personal contribution in euros in the Link Multiple Formula.

(c) in return for the mechanism of the Link Multiple Int 2024 sub-fund, I will not benefit from any dividends or other income on the ENGIE shares subscribed for or acquired by the sub-fund, nor from the amount of the 20% discount (the protected average increase being calculated in relation to the Reference Price and not the Subscription Price). A full description of the formula is given in the KID of the sub-fund.

Exchange rate impact

If I participate in the Offer in a country where the currency is different from the Euro (and where there is not a fixed exchange rate with the Euro), I have taken due note that:

- i) due to currency exchange fluctuations, the amount in my currency corresponding to the Euro value of my investment under Link 2024 may go up or down;
- ii) the Capital Guarantee applies to the Euro value of my personal contribution in the Link Multiple Formula. Once converted into local currency, it may represent a higher or lower amount than my personal contribution; and
- iii) the Performance is computed in euros, on the basis of the Euro value of my personal contribution in the Link Multiple Formula, and then converted into my currency at the time my investment is redeemed.

Tax treatment of my participation in the Offer

I have taken due note that I may be liable to taxes and/or social security contributions in connection with my participation in the Offer.

Notably, and depending on my country of tax residence, the Matching Contribution under the Link Classic Formula may be treated as employment income subject to social contributions and income tax (potentially due at subscription and withheld directly from my salary).

I have taken due note that I will be liable to pay all my own taxes and social security contributions.

The amounts that will be due to me at the end of the five-year lock-in period or in the event of early release may be reduced accordingly.

Detailed information on the tax and social security aspects of the Offer is provided in the Country Supplement.

How to participate

I have taken due note that if the amount of my personal contribution per formula is lower than €10 (or the equivalent in local currency, then my participation will not be taken into account).

A reservation request made during the reservation period, i.e. from 6 to 27 June 2024 inclusive, is deemed to be a reservation order. During the reservation period, I may alter my reservation order. Unless cancelled by 30 September 2024 at midnight (Paris time) at the latest, a reservation order will be considered to be a binding participation order to subscribe for units of the Link International FCPE.

A participation request made during the revocation period, which is contemplated to be from 26 to 30 September 2024 inclusive at midnight (Paris time), will be considered to be a participation order to subscribe for units of the Link International FCPE which cannot be revoked.

I have noted that the possibility of participating in the Offer during the revocation period is only available if I have not made a reservation during the reservation period.

AMUNDI ASSET MANAGEMENT will subscribe in my name and on my behalf a number of units and ten-thousandths of units of the "Link Multiple Int 2024" and/or "Link Classic 2024" sub-funds.

Ceilings

Specific ceilings for the Link Multiple Formula:

I have taken due note that the amount of my personal contribution to the Link Multiple Formula may not exceed:

- €1,000 (or, if applicable, the equivalent amount in local currency at the exchange rate indicated on the subscription website) if I participate in Link 2024 from 6 to 27 June 2024 inclusive; and
- €100 (or, if applicable, the equivalent amount in local currency at the exchange rate set on 23 September 2024) if I participate during the revocation period scheduled from 26 to 30 September 2024 inclusive.

Global ceiling applicable to the Offer:

I have taken due note that the amount of my personal contribution in the Link Classic Formula plus 10 times my personal contribution in the Link Multiple Formula may not exceed: (i) one quarter (25%) of my 2024 estimated gross remuneration if I participate in Link 2024 from 6 to 27 June 2024 inclusive, and (ii) 2.5% of my 2024 estimated gross remuneration if I participate in Link 2024 during the revocation period.

The amount of the Matching Contribution shall not be included in this ceiling.

A simulator is available to me on: <https://link.engie.com/2024>.

How to pay

If I participate in the Offer in a country where the currency is different from the Euro, my investment will be made in local currency and converted into Euro at the exchange rate indicated on the subscription website if I participate in Link 2024 during the reservation period, and based on the exchange rate set by ENGIE on 23 September 2024 if I participate during the revocation period.

I have taken due note that my personal contribution will be made in the manner set out by my employer and, if at the date of completion of the Offer (and in light of the payment method chosen), all or part of the sums due on my participation have not been received, then my participation will not be taken into account and will be fully cancelled.

If, for practical reasons, it has not been possible to cancel my participation before the completion of Link 2024, I acknowledge and accept that ENGIE or my employer may proceed, without any prior or formal notice, to the redemption of all of my FCPE units subscribed under Link 2024. The proceeds from redemption will be used in whole or in part to reimburse my non-payment and the Matching Contribution in case of participation in the Link Classic Formula, and I will only receive the balance of the redemption proceeds corresponding to my personal contribution actually paid, if any.

I have taken due note that I will remain in debt to my employer (or former employer) for any sums which may have been advanced or paid on my account. I hereby authorize my employer to deduct from my salary or, if my employment should cease, to deduct from my final settlement any and all sums that may have been advanced.

Right to cancel (revocation period)

I have taken due note that I will only be informed of the Reference Price, the Subscription Price and, if applicable, the exchange rate, after 23 September 2024 and that I have the right to cancel 100% of my reservation in one and/or both formula(s) online during the revocation period scheduled from 26 to 30 September 2024 inclusive. **Partial cancellation for the same formula is not possible.**

If no revocation has taken place by 30 September 2024 at midnight (Paris time) at the latest, my participation will become definitive.

I have also noted that if I decide to cancel my reservation in the Link Classic Formula, I will not benefit from the Matching Contribution.

Reduction

I have taken due note that my personal contribution in the Link Classic and Link Multiple Formulas and the Matching Contribution may be reduced if the total number of ENGIE shares requested under Link 2024 exceeds the maximum number to be offered under Link 2024, set by the Board of Directors of ENGIE.

It consists of a global ceiling of 14,200,000 shares (including the Matching Contribution) (the **Global Envelope**), with a sub-ceiling of 105 million euros for the Link Multiple Formula (the **Multiple Sub-Envelope**). To assess the Multiple Sub-Envelope, it is necessary to take into account ten times the total amount subscribed by each employee within the framework of the Link Multiple Formula.

As soon as the Subscription Price is determined, the Global Envelope, expressed in shares, will be converted into euros on the basis of the Subscription Price.

If, at the end of the revocation period, the amount requested under Link 2024 exceeds the amount of one or the two envelopes, the participation requests (including the Matching Contribution in the case of the Link Classic Formula) will be reduced as follows for each oversubscribed envelope, starting with the Multiple Sub-Envelope:

For each envelope affected by the reduction (if applicable, as impacted by the reduction made under the previously reduced envelope), the amount of the envelope concerned (in euros) will be divided by the number of participants in that envelope to obtain the participation average in euros (**Participation Average**);

- All requests in an amount less than or equal to the Participation Average will be fully honoured;
- All requests in an amount greater than the Participation Average will first be honoured up to the Participation Average;
- The portion of the request which exceeds the Participation Average will then be reduced proportionally, by applying a ratio obtained by dividing the amount remaining available in the envelope by the total amount requested but not yet honoured.

In the event of a reduction on the Global Envelope and if I have participated in both formulas (Link Classic and Link Multiple), the reduction will be made in proportion to my participation request in each of the formulas after the reduction previously effected in case the Multiple Sub-Envelope was oversubscribed.

If various payment methods are offered to me for payment of my personal contribution, the reduction would be first applied against payment via wire transfer or direct bank debit and then on payment via payroll deductions. The amount effectively paid will correspond to the amount after applying the reduction.

At the end of the lock-in period

Link Multiple Formula: At the end of the 5-year lock-up period, i.e. on 7 November 2029, the Link Multiple Formula will expire, all shares held by the Link Multiple Int 2024 sub-fund will be sold and I will no longer benefit from the guarantee in Euro of my personal contribution.

No later than one 1 month before this date, I will be asked to choose between:

- the reimbursement of my assets in cash (which will be converted into my currency based on the applicable exchange rate at that time, if my currency is not the euro), after

deduction of the tax and social security contributions due, if applicable; or

- transferring my assets into the Link Liberty sub-fund of the Link International FCPE, invested in ENGIE shares.

In the absence of a choice within the time limit set, my assets in the Link Multiple Int 2024 sub-fund will be gradually reinvested in ENGIE shares over the period necessary given the volumes traded on the stock exchange, and the sub-fund will thus become invested in ENGIE shares until its merger with the Link Liberty sub-fund of the Link International FCPE, after prior approval by the Supervisory Board of the Link International FCPE and approval by the AMF.

Link Classic Formula: As from 7 November 2029, my assets will be available and will be kept in the Link Classic 2024 sub-fund. I will be able to ask for the redemption (total or partial) of my assets at any time (which will be converted into my currency based on the applicable exchange rate, at that time if my currency is not the euro).

Data protection

The personal data collected for the implementation of the Offer are subject to the provisions of the applicable legislation of the jurisdiction where I work as well as the French law n° 78-17 dated 6 January 1978 as modified relating to Data Processing, Data Files and Individuals Liberties and of the EU Regulation (2016/679) of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regards to the processing of personal data and on the free movement of such data as well as the rules and regulations applicable in my jurisdiction with respect to the protection of personal data.

I am informed of the computer processing of data to be done of the information contained in the participation and revocation forms by:

- ENGIE, 1 Place Samuel de Champlain 92400 Courbevoie - France, as data controller of the Offer;
- Natixis Interépargne, as data controller for the collection and centralization of participation requests within the framework of Link 2024;
- Amundi ESR, as data controller in its quality of register holder and of account holder of the assets subscribed for within the framework of the PEGI and the Link International FCPE.

The legal basis for the processing is ENGIE's legitimate interest to offer group employees the opportunity to participate in the Offer as well as the execution of the participation contract for Link 2024, to which I am a party and operations resulting therefrom. All the personal data required within the framework of my participation in the Offer are mandatory and necessary to my participation or my revocation to Link 2024. If I do not provide some of this information, my request will not be taken into account.

This information will be used to process my participation request, to satisfy any applicable legal requirements, especially regulatory and tax requirements, linked to the Offer implementation and to manage my assets until the redemption of my FCPE units. My personal data may notably be processed by ENGIE, and as the case may be, by my employer, Amundi ESR, Natixis Interépargne or any services provider mandated by ENGIE for the election of the members of the Link International FCPE's supervisory board representing employee unitholders, as well as to allow me to choose between the options offered at maturity of the Offer regarding my assets.

My personal data will be retained for the purposes of the above-mentioned processing for the time necessary for the Offer implementation and for the management of the PEGI, at least until the redemption of all my FCPE units, and subsequently for archiving purposes until the expiry of the limitation period of any possible dispute, unless I decide to withdraw my reservation for the Offer.

I have a right to access, modify and rectify, or erase (after redemption of all my FCPE units within the PEGI), and a right to restrict and to object to the processing, a right to the portability of my data, or to define guidelines relating to the conservation, erasure and communication of my personal data after my death by contacting ENGIE S.A. - DRH Groupe, Développement et Comp and Ben - Actionnariat et Epargne Salariale, 1 place Samuel de Champlain – 92930 Paris La Défense Cedex, France.

In addition, each Personal Data Protection Officer can be contacted at the following email addresses:

- For ENGIE: privacy@engie.com
- For Amundi ESR: dpo@amundi.com

I also note that I have the right to lodge a complaint with the French data protection authority, by mail to the CNIL – 3, Place de Fontenoy, 75007 Paris, France or by e-mail on the website www.cnil.fr, or to the relevant data protection authority in my jurisdiction.

I declare that I keep a copy of the participation form for my personal records.

Specific Restrictions

"U.S. Person" notice:

I hereby certify that the units are not being subscribed for the benefit of, directly or indirectly, any "U.S. Person".

Specific Restrictions for Russia and Belarus:

I duly note that pursuant to provisions of Regulation (EC) n°833/2014 and Regulation (EC) n°765/2006, as amended, the Offer is not made to Russian nationals and persons residing in Russia, nor to Belarussian nationals and persons residing in Belarus, except (i) in case of Russian nationals, if those persons are also nationals of a EU Member State, of a country member of the European Economic Area or Switzerland, or have a temporary or permanent residence permit in a EU Member State, a country member of the European Economic Area or in Switzerland and (ii) in case of Belarussian nationals, if those persons are also nationals of a EU Member State or have a temporary or permanent residence permit in a EU Member State. Consequently, I hereby confirm that this restriction does not apply to me.

General Disclaimer

Participation in Link 2024 is completely voluntary. Link 2024 is made on a discretionary basis and does not form any part of my terms of employment. In particular, any benefits derived from Link 2024 do not constitute salary for the purposes of any retirement or other benefit plans nor for the purposes of calculating any severance or similar payment. My participation in Link 2024 does not give rise to a contractual entitlement to continued employment.

Joint Tax Election under section 431 ITEPA- Link Classic Formula

Joint Election under s431 ITEPA 2003 for full or partial disapplication of Chapter 2 Income Tax (Earnings and Pensions) Act 2003

Participation in the Link Classic Formula is conditional upon you agreeing to be bound by and entering into a Joint Election under section 431 ITEPA 2003 (Joint Election)

The following is Part A of a Two-part Joint Tax Election under section 431 ITEPA 2003. Part B of the Joint Election will be completed separately by your employer (**Employer**) in respect of all ENGIE Shares acquired using your personal contribution as well as ENGIE Shares received as Matching Contribution under the Classic Formula.

1. Part A - To be completed by the Employee

I (the **Employee**) hereby enter into this Joint Election under section 431 ITEPA 2003 together with my Employer which is listed in the table of UK employing companies below.

I understand and agree that my Employer will enter into this Joint Election by completing a separate Part B and I agree to provide any additional information to my Employer (including my National Insurance number) and appoint my Employer as my agent to do all things necessary (including completion of any outstanding information) to ensure that this Joint Election is validly entered into.

UK employing companies

Name of UK employing companies
KIWI POWER
RED ENGINEERING DESIGN LIMITED
TRACTEBEL ENGINEERING COYNE ET BELLIER - UK PE
ENGIE IMPACT UK LIMITED
ENGIE SUPPLY HOLDING UK LIMITED
IPM ENERGY LTD
IXORA ENERGY LIMITED
INTERNATIONAL POWER Ltd.
ENGIE RENEWABLES LIMITED
STORENGY UK
FHH NO.1 LIMITED
ENGIE INTERNATIONAL FM LIMITED
EVBox UK & Ireland Limited

2. Purpose of Election

This Joint Election is made pursuant to section 431(1) or 431(2) Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and applies where employment-related securities, which are restricted securities by reason of section 423 ITEPA, are acquired.

The effect of an election under section 431(1) is that, for the relevant Income Tax and NIC purposes, the employment-related securities and their market value will be treated as if they were not restricted securities and that sections 425 to 430 ITEPA do not apply. An election under section 431(2) will ignore one or more of the restrictions in computing the charge on acquisition. Additional Income Tax will be payable (with PAYE and NIC where the securities are Readily Convertible Assets).

Should the value of the securities fall following the acquisition, it is possible that Income Tax/NIC that would have arisen because of any future chargeable event (in the absence of an election) would have been less than the Income Tax/NIC due by reason of this Joint Election. Should this be the case, there is no Income Tax/NIC relief available under Part 7 of ITEPA 2003; nor is it available if the securities acquired are subsequently transferred, forfeited or revert to the original owner.

3. Application

This Joint Election is made not later than 14 days after the date of acquisition of the securities by the employee and applies to:

Number of securities	Such number of ENGIE Shares corresponding to any units in the Link Classic 2024 sub-fund of the Link International FCPE to be acquired by the Employee or received as Matching Contribution after 30 September 2024 pursuant to the employee share offering communicated as from 27 May 2024.
Description of securities	Ordinary shares in the capital of ENGIE S. A.

Name of issuer of securities	ENGIE S.A.
* to be acquired by the Employee	after 30 September 2024 under the terms of the Link 2024 Offer

4. Extent of Application

This election disapplies S.431(1) ITEPA: All restrictions attaching to the securities.

5. Declaration

This Joint Election will become irrevocable upon the later of its signing (which, in respect of ENGIE Shares acquired by (or on behalf of) the Employee using their personal contribution as well as the ENGIE Shares received as Matching Contribution, shall occur when the Employee accepts the terms and conditions of the Link Classic Formula under Link 2024 including this Joint Election under section 431 ITEPA 2003 via the website <https://link.engie.com/2024>) or the acquisition (and each subsequent acquisition) of employment-related securities to which this election applies.

By agreeing to be bound by the terms and conditions applicable to the Offer, I agree to be bound by the terms and condition of this Joint Election as stated above.