



ENGIE S.A.

(*société anonyme* incorporated in France, bearing registration number 542 107 651 RCS Nanterre)

ENGIE INTERNATIONAL GROUP SAVINGS PLAN: WRITTEN STATEMENT PREPARED IN TERMS OF SECTION 97 OF THE SOUTH AFRICAN COMPANIES ACT NO. 71 OF 2008, AS AMENDED

20 May 2026

1. Introduction

- 1.1. Engie S.A. (the "**Company**") established its International Group Saving Plan and its applicable rules ("**PEGI**") by deed dated 19 April 2010, as amended from time to time, to allow the Company to implement offer/s of shares in the Company reserved for the Company's employees and its broader group's employees. The current such offer under PEGI is known as the LINK 2026 (the "**Offer**"). The capitalised terms used in this document have the meanings given to them in the PEGI and the applicable rules, terms and conditions applicable to the Offer, unless otherwise expressly defined. If there is a conflict between the PEGI or the Offer and this written statement, the PEGI and the Offer will take precedence.
- 1.2. The PEGI allows eligible employees of the Company and employees of the various members of the group of companies owned and/or controlled by the Company ("**Beneficiary Employee/s**") to participate in the Offer via the "LINK CLASSIC 2026" subfund of the "LINK INTERNATIONAL" Employee Mutual Investment Fund (*Fonds Commun de Placement d'Entreprise*) ("**FCPE**") subscribing for FCPE units ("**FCPE Units**") in accordance with the terms thereof. Beneficiary Employees will be invited to participate in the Offer by completing a reservation and subscription form to acquire the FCPE Units and thereby indirectly shares in the Company.

- 1.3. This statement:
- 1.3.1. constitutes the relevant written statement contemplated in section 97(2)(b) of the South African Companies Act, 2008 (Act No. 71 of 2008, as amended) ("**SA Companies Act**");
 - 1.3.2. is to be provided by the Company to any Beneficiary Employee who participates in the Offer ("**Participating Employee/s**") for the purposes of an 'employee share scheme' as set forth in section 95 of the SA Companies Act;
 - 1.3.3. details:
 - 1.3.3.1. the full particulars of the nature of the transaction(s) contained in the PEGI and the Offer, including associated risks;
 - 1.3.3.2. information relating to the Company, including its latest annual financial statements, the general nature of its business and its profit history over the last 3 (three) years; and
 - 1.3.3.3. the full particulars of any material changes that occur in respect of any information in terms of 1.3.3.1 and 1.3.3.2 above;
 - 1.3.4. does not form part of the PEGI rules or the rules applicable to the Offer or FCPE Units;
 - 1.3.5. shall not be construed as creating any obligations on the Company;
 - 1.3.6. is only prepared in compliance with the requirements of the SA Companies Act for the purpose of and reasons indicated therein;
 - 1.3.7. is not to be understood as the Company giving any representations or warranties in respect of a Beneficiary Employee's entitlements under the Offer; and
 - 1.3.8. is not to be taken into account in interpreting the meaning of any provision of the PEGI or the Offer.
- 1.4. The purpose of this statement is to provide additional information to Participating Employees in terms of the Offer and to identify certain risks associated with their participation in the Offer and the Company.
- 1.5. Participating Employees are encouraged to consult a qualified professional (whether a financial, accounting, legal and/or tax adviser or consultant) for guidance in relation to their specific circumstances. The Offer is operated on a discretionary basis in South Africa (and

elsewhere where the Company and its affiliates undertake business), it does not take into account the particular circumstances of individual Participating Employees.

- 1.6. Each Participating Employee will contribute, from their personal funds, towards the subscription of FCPE Units in the FCPE. The Participating Employees do not directly acquire shares in the Company - they hold the FCPE Units in the FCPE – the FCPE is an employee collective investment vehicle structured under French law which holds ordinary shares in the Company on behalf of the Participating Employees (“**Shares**”). In addition, as part of the Offer, Participating Employees will receive a matching contribution of free Shares which will be delivered into FCPE (“**Matching Contribution**”), subject to the terms set forth in the Offer, the PEGI and the Rules.
- 1.7. The subscription of FCPE Units is subject to a lock-in period of 5 (five) years (the “**Lock-In Period**”). The full particulars of the nature of the relevant transaction are set forth in the Offer, PEGI, the terms and conditions of the Offer and the country supplement relevant to the Offer (collectively, the “**Operative Documents**”).
- 1.8. Acceptance of the Offer (including the Operative Documents) is submitted by the Participating Employee through the online platform at www.engie.com (the “**Portal**”).
- 1.9. Participating Employees are further encouraged to consult and review a copy of the Offer and the remainder of the Operative Documents, available at www.engie.com, and a copy of the Company’s most recent annual report/s, which sets out information relating to the Company, the general nature of its business, its profit history over the last three years, as well as the Company’s latest annual financial statements which are all available at www.engie.com, the contents of which are deemed to be incorporated herein by way of reference thereto.
- 1.10. This statement covers the general risks related to tax, exchange control, data protection, termination of employment and other general risks of being a holder of the FCPE Units and indirectly a shareholder in the Company.
- 1.11. Participation in the Offer is voluntary. This statement is provided to all Beneficiary Employees. It does not consider individual circumstances of each such Beneficiary Employee, and does not constitute financial, tax or legal advice provided by the Company to any Beneficiary Employee. Beneficiary Employees are encouraged to obtain independent accounting, legal, financial and/or tax advice before participating in the Offer.
- 1.12. The following generally applicable risks have been identified for Participating Employees in their participation or interest in participating in the Offer:
 - 1.12.1. obligations regarding Tax and Exchange Control;

- 1.12.2. data protection;
- 1.12.3. failure to submit a valid acceptance;
- 1.12.4. consequences of termination;
- 1.12.5. lock-in period and early release;
- 1.12.6. restrictions;
- 1.12.7. employment aspects; and
- 1.12.8. governing law and jurisdiction.

The risks identified above are not exhaustive. These risks are dealt with below in this statement.

2. Further Particulars of the Transaction

2.1. The PEGI and the Offer is intended to enable Participating Employees of the Member Companies, via the FCPE, to participate in the Company's Shares and thus the opportunity to share in the success of the Company.

2.2. Oversight and eligibility

2.2.1. The Board of Directors of the Company (or its Managing Director by delegation) is responsible for the operation of the Offer. The Board has the discretion to determine the terms and conditions applicable thereto.

2.2.2. Beneficiary Employees are eligible to participate in the Offer, provided that as of the last day of the subscription/acquisition period (scheduled for 17 June 2026) they are employees of a Member Company employing between 1 and 249 employees within the ENGIE Group, with a duration of employment contract(s) of at least 3 (three) months whether consecutive or not, since 1 January 2025.

2.3. Subscription and contributions

2.3.1. A Beneficiary Employee who wishes to participate in the Offer must complete an online reservation and subscription form confirming their subscription to the Offer via the Portal under the terms detailed in the Operative Documents.

2.3.2. By acceptance of the terms and conditions on the reservation and participation form of the Operative Documents constitutes membership to the FCPE and the PEGI and an acceptance of the terms and conditions of the Offer thereunder.



- 2.3.3. The minimum investment amount to acquire a FCPE Unit is EUR10 (or the equivalent in local currency based on the exchange rate determined by the Company). The maximum investment is an amount equal to 25% (twenty-five percent) of the Participating Employee's gross annual remuneration. The Matching Contribution is not included in the calculation of the maximum investment amount. Where oversubscription applies, contributions and the number of FCPE Units subscribed for may be reduced proportionately in accordance with the oversubscription reduction mechanism set out in the Offer. Any excess contributions will be returned to the Participating Employee.
- 2.3.4. Contributions are made in local currency and converted into Euros at the exchange rate determined by the Company on the date the Subscription Price is determined (scheduled for 2 June 2026). Contributions are used to subscribe for FCPE Units in the FCPE, which acquires and holds Shares in the Company on behalf of the Participating Employees.

2.4. **Subscription Price**

- 2.4.1. The Shares will be acquired or subscribed for by the FCPE at a price (the "**Subscription Price**") determined by the Board on the day on which the Board sets the dates for the subscription/acquisition period.
- 2.4.2. The Subscription Price will be equal to the Reference Price less a 20% discount. The Reference Price corresponds with the arithmetic average of each daily volume-weighted average price of the Company Shares traded on the Euronext Paris stock exchange recorded during each of the twenty trading days preceding the date of the above decision.
- 2.4.3. The Subscription Price is contemplated to be set on 2 June 2026 and communicated subsequently on the Portal.

2.5. **Custody**

- 2.5.1. The Participating Employees do not directly hold Shares. The Shares are held by the FCPE, a shareholding vehicle, governed by French law.
- 2.5.2. The FCPE will acquire Shares in the Company and will issue FCPE Units to Participating Employees that correspond to their investment.
- 2.5.3. The custodian of the FCPE Units is Amundi ESR.

2.6. **Matching Contributions and Free Shares**

2.6.1. Participating Employees who submit a valid acceptance of the Offer will receive a Matching Contribution allowing them to receive additional Shares in the Company for free (“**Matching Shares**”), such Matching Shares will be delivered into the FCPE immediately upon completion of the Offer which is scheduled for 30 July 2026.

2.6.2. The Matching Contribution is calculated as follows:

2.6.2.1. Tranche 1: 300% (three hundred percent) matching of the Participating Employee’s personal contribution up to EUR100 invested; then

2.6.2.2. Tranche 2: 100% of the Participating Employee’s personal contribution above EUR100 and up to EUR300 invested.

2.6.3. The maximum amount of Matching Contributions is EUR500 for personal contributions of EUR300.

2.6.4. Where there is an oversubscription, the personal contribution and the corresponding Matching Contribution may be reduced in accordance with the reduction rules set out in the Operative Documents.

2.7. **Oversubscription**

The number of Shares offered in the Offer is limited by a double ceiling consisting of: (i) a maximum number of 8 million Shares, including the Matching Contribution; and (ii) the cost of the Offer capped at EUR37.5 million.

2.8. **The Lock-In Period**

By participating in the Offer, the Participating Employees agree that their FCPE Units (and the corresponding Shares to which they relate) are ‘locked’ for a period of 5 (five) years. For this 5 (five) year lock-in period, the FCPE Units (and the corresponding Shares to which they relate) cannot be sold or transferred, other than as may be expressly detailed in the Operative Documents.

2.9. **Early Release Events**

The following events constitute early release events applicable to Participating Employees in South Africa under the Offer:

- 2.9.1. marriage or civil union of the Participating Employee;
- 2.9.2. birth or arrival at home of a third child (or more);
- 2.9.3. divorce or separation when accompanied by a court decision specifying that the Participating Employee's home is to be the sole or shared ordinary place of residence of at least one child;
- 2.9.4. use of invested amounts for the purpose of creation of a certain type of business by the Participating Employee, their spouse or child;
- 2.9.5. use of invested amounts for the purpose of acquisition or enlargement of a main residence which includes the creation of new living space;
- 2.9.6. over-indebtedness acknowledged by a commission of over-indebtedness or a judge;
- 2.9.7. termination of the Participating Employee's employment contract (automatic on notification);
- 2.9.8. death of the Participating Employee or their spouse (automatic in respect of the Participating Employee's death on notification);
- 2.9.9. disability of the Participating Employee, or the disability of their spouse or child (automatic in respect of the Participating Employee's disability on notification);
and
- 2.9.10. domestic violence, as acknowledged by or giving rise to legal proceedings.

These early release events are interpreted according to French law. Early release requests must be presented within six months from the occurrence of an early release event, except in certain circumstances, set out in the Operative Documents.

2.10. **Leavers and termination**

- 2.10.1. If the Participating Employee's employment is terminated, this constitutes an automatic early release event. All the FCPE Units subscribed within the framework of the Offer will be repurchased as soon as administratively possible. The Operative Documents contain the detailed provisions governing the treatment of FCPE Units upon termination of employment, and Participating Employees are encouraged to review these provisions carefully.

2.10.2. For Participating Employees whose employment is terminated (for a reason other than retirement), the Member Companies bear the custody and management costs for 1 (one) year from the date of termination. Beyond this period, the Participating Employee may bear these charges.

2.10.3. The Company may terminate the PEGI subject to notice of such termination.

2.10.4. For the avoidance of doubt, no further contributions will be accepted from the Participating Employee after the date of termination of employment or the PEGI, however, their Shares (held as FCPE Units) remain subject to the lock-in period where applicable.

2.11. Shareholder Rights and Dividends

2.11.1. Shares held via FCPE rank *pari passu* with other Shares in issue. The Company's Shares are listed on Euronext Paris.

2.11.2. Any dividends paid will be reinvested in the FCPE and will give rise to the issuance of new FCPE Units allocated to the Participating Employee's account.

2.11.3. Shares held by the FCPE may, if the conditions set out by law and the Company's articles of association are met, benefit from double voting rights and/ or increased dividends.

2.11.4. Participating Employees have no direct shareholder rights in respect of Company Shares held by the FCPE; as such, those rights are exercised by the FCPE's Supervisory Board.

2.12. Restrictions

2.12.1. A Participating Employee's ability to deal in Shares or FCPE Units acquired under the Offer may be subject to restrictions imposed by the lock-in and applicable laws and policies. These restrictions may hinder a Participating Employee from transferring, selling or dealing in their held FCPE Units at certain times or without prior authorisation.

2.12.2. Participating Employees must observe any transfer restrictions that may apply.

2.13. Employment Aspects

2.13.1. The Offer does not form part of any employment contract and does not amend or supplement such agreement. Participation in the Offer does not entitle the Participating Employee to any future benefits or payments of a similar nature or

value and does not entitle them to any compensation in the event of loss of rights under the Offer as a result of the termination of employment.

2.13.2. Participation in the Offer does not create any right to or expectation of participation on the same, or any other, basis (or at all) in the future. Under South African employment law, the Offer may be regarded as constituting a “benefit”. Where the Company exercises a discretion in relation to the Offer, such discretion will be exercised fairly, having regard to both procedural fairness and substantive fairness.

2.13.3. Any benefits under the Offer are not pensionable nor are they considered in calculating severance or similar payments.

2.14. **Failure to Submit a Valid Acceptance**

2.14.1. The Offer requires that a Beneficiary Employee submit a duly completed order before the end of the subscription/acquisition period which is scheduled for 17 June 2026. Failure to do so within the prescribed period means that no FCPE Units will be subscribed for and no Matching Contribution will be received.

2.14.2. Beneficiary Employees who wish to participate should ensure that they submit their acceptance on time and in accordance with the requirements of the Operative Documents.

2.15. **Governing Law and Jurisdiction**

The PEGI is governed by French law. Any disputes arising regarding the PEGI or the Offer shall be subject to the jurisdiction of competent French courts. Notwithstanding the choice of foreign governing law, in the South African context certain mandatory provisions of South African legislation may continue to apply for the benefit of Participating Employees.

3. **Further Information**

Participating Employees are referred to the Operative Documents for more detailed information regarding the Offer. All documents are made available on the Portal.

4. **Identifiable Risks**

4.1. Participation in the Offer may give rise to certain compliance obligations on the Participating Employees in relation to South African tax and exchange controls, as discussed below:

4.1.1. **Introduction**



- 4.1.1.1. This statement provides a general description of typical risks relating to investing in the FCPE Units (and indirectly equity in the form of Shares). The descriptions are not exhaustive and do not include all possible risks associated with equity investments in general or specifically with the Offer.
- 4.1.1.2. Beneficiary Employees considering an equity investment should familiarise themselves with the Offer and the Operative Documents, features of the Offer and the resulting obligations related to the Offer before participating so as to understand the risks relating to equity investments and potential impacts on the financial position of an investor. The Company does not make any individual recommendations on investing in Shares.
- 4.1.1.3. The FCPE Units represent an indirect interest in the Shares held by the FCPE on behalf of the Participating Employees in the Company. The Share value is based on the prevailing market view of the value of the Company. The potential value increase and dividends potentially paid by the Company form the return from the equity investment. A shareholder is always solely responsible for the financial consequences of their investment decisions. The expected return may not materialise, dividends may not be paid and historical returns are no guarantee of future performance. The FCPE investment carries the risk of losing the entire invested capital.

4.1.2. **Tax**

- 4.1.2.1. The information set out below is general in nature and does not constitute tax advice. Each Participating Employee remains responsible for obtaining his/her own tax advice in respect of his/her participation in the Offer.
- 4.1.2.2. The information below applies in respect of Participating Employees who are South African residents in terms of the South African Income Tax Act (Act No. 58 of 1962, as amended) ("**SA Income Tax Act**") and/or who render services in South Africa. The discussion below is based on the SA Income Tax Act effective at the date of this statement. The SA Income Tax Act is subject to frequent changes; future amendments may have an impact on the information set out below.

4.1.2.3. At the time of participation

4.1.2.3.1. No income tax or social security charges will arise on the discount of the Reference Price or on delivery of the Matching Contribution into the FCPE. In a payment facility granted by an employer, a fringe benefit may arise under the SA Income Tax Act and trigger employee UIF contributions of 1% (if not capped) regarding the subscription arrangements.

4.1.2.3.2. Tax and social security charges shall be withheld by the local employer.

4.1.2.4. During Lock-In period

4.1.2.4.1. Dividends paid on Shares held by FCPE are reinvested. Such reinvestment constitutes foreign dividends for SA Tax purposes and may be subject to SA Income Tax. Foreign dividends are typically subject to income tax up to a maximum rate of 20%. In these circumstances, the Participating Employee will be required to report the dividend income individually and pay the corresponding tax levy.

4.1.2.4.2. There are limited exceptions where dividends may be regarded as “remuneration” and would be taxable at progressive income tax rates, in addition to triggering social security charges (i.e. UIF contributions) of 1%, if not already capped.

4.1.2.5. Participating Employees are granted the right to acquire Shares (held as FCPE Units) by virtue of their employment with the ENGIE Group, section 8C of the SA Income Tax Act should therefore apply to the Offer.

4.1.2.6. In terms of section 8C, Participating Employees will be required to include in, or deduct from, their income for a year of assessment any gain or loss in respect of the “vesting” (from a tax perspective) of the Shares. For purposes of section 8C, “vesting” is a defined concept, and broadly speaking, takes place at the earliest of inter alia: (i) when all “restrictions” fall away (subject to a number of exceptions); (ii)

immediately before the disposal (subject to a number of exceptions); and (iii) immediately before the death of the applicable Participating Employee, if all restrictions are or may be lifted on or after death.

4.1.2.7. The “restrictions” contemplated in (i) above include, amongst others, any restriction:

4.1.2.7.1. that prevents the Participating Employee from freely disposing of the Shares (held as FCPE Units) at market value;

4.1.2.7.2. which could result in the Participating Employee forfeiting ownership or the right to acquire ownership of the Shares (held as FCPE Units) otherwise than at market value, or being penalised financially in any other manner for not complying with the terms of the agreement for the acquisition of the Shares;

4.1.2.7.3. in terms of which any person has retained the right to impose a restriction as contemplated in (i) and (ii) above on the disposal of the Shares (held as FCPE Units);

4.1.2.7.4. if a Member of the ENGIE Group (being the employer, or other person by arrangement with the employer) has at the time of the acquisition of the Shares (held as FCPE Units) by the Participating Employee undertaken to cancel the transaction under which the Participating Employee acquired the Shares or repurchase the Shares from the Participating Employee at a price exceeding the market value of the Shares; and/ or

4.1.2.7.5. in terms of which the Shares (held as FCPE Units) are not deliverable to the Participating Employee until the happening of an event, whether fixed or contingent.

4.1.2.8. It should be noted that the applicability of section 8C and determining when the Shares (held as FCPE Units) will “vest” for section 8C purposes, is a factual question and each Participating Employee

should obtain his/her own tax advice having regard to the Offer and his/her own particular circumstances.

- 4.1.2.9. From a tax perspective, the value of the gain or loss to be included in, or deducted from, the income of a Participating Employee will depend on the circumstances under which the Shares (held as FCPE Units) vest.
- 4.1.2.10. In accordance with paragraph 11A of the Fourth Schedule of the SA Income Tax Act, there may be a pay-as-you-earn (PAYE) withholding obligation on the South African employer in respect of any gain to be included in the income of the Participating Employee in terms of section 8C. Tax will be required to be withheld in relation to any gain made upon “vesting” of the FCPE Units held by the Participating Employees. Withheld tax will be paid to the South African Revenue Service (“SARS”) by the South African employer.
- 4.1.2.11. Each Participating Employee is responsible for the tax consequences on the subsequent sale of their Shares (held as FCPE Units). Such tax consequences will depend on whether the Shares are acquired and held as capital or as revenue assets.
- 4.1.2.12. From a tax perspective, if the FCPE Units are not immediately redeemed upon vesting, any subsequent increase in the value of the FCPE Units may be subject to capital gains tax upon eventual redemption or disposal. The annual exclusion for capital gains is the first ZAR50,000 (fifty thousand Rand) for individuals, 40% of any capital gain in excess of the exclusion amount is taxable at progressive income tax rates of up to 45%, resulting in a maximum effective rate of 18% for individuals.
- 4.1.2.13. Foreign dividends received or accrued in respect of Shares may be subject to SA Tax. The employer will withhold tax and social security charges related to gains made at the end of the lock-in period. Participating Employees will be responsible for reporting benefits in their annual income tax return. Regarding capital gains, Participating Employees are individually responsible for reporting such capital gains and paying the relevant tax.

4.1.3. Exchange Control

- 4.1.3.1. The South African exchange control provisions apply to South African “residents” whether of South African or any other nationality, who have taken up permanent residence in, or are domiciled in, South Africa. The below requirements will accordingly be applicable to those Participating Employees that are South African residents.
- 4.1.3.2. Each Participating Employee should ensure that their participation in the Offer complies with the South African exchange control requirements. This includes, amongst others, that:
- 4.1.3.2.1. the Participating Employee should in writing, place their participation in the Offer on record with the South African Reserve Bank (“**SARB**”) (such placement will be made by the South African employer on behalf of the Participating Employees);
 - 4.1.3.2.2. if and where the Participating Employee is required to remit funds from South Africa in order to acquire Shares (held as FCPE Units), the Participating Employee must apply for approval for such remittance of funds which will be applied against the Participating Employee’s annual foreign investment allowance of ZAR10 million or annual single discretionary allowance of ZAR2 million. To utilise the foreign investment allowance the Participating Employee must obtain the relevant tax compliance status pin from SARS and process the request via their Authorised Dealer (generally their local bank). To utilise the single discretionary allowance the Participating Employee must contact their Authorised Dealer;
 - 4.1.3.2.3. should the Participating Employee receive any amount of cash in lieu of Shares (held as FCPE Units) or a dividend equivalent payment from the Company, the Participating Employee may be required to remit the cash amount to South Africa within 30 (thirty) days after becoming unconditionally entitled thereto; and

- 4.1.3.2.4. notwithstanding that the Participating Employee is not required to remit any funds from South Africa in order to acquire Shares (held as FCPE Units) and the costs of such Shares are not charged back from the Participating Employee's local employer, the Participating Employee should notify the SARB of the acquisition of the Shares (held as FCPE Units) and the terms thereof within 30 days after becoming unconditionally entitled to the Shares.
- 4.1.3.2.5. To the extent that the relevant notifications were made and/or approvals were obtained, Participating Employees may be allowed to retain all Shares acquired pursuant to the Offer offshore, as well as any cash dividends or sale proceeds in respect of such Shares.
- 4.1.3.2.6. Where the costs of the Offer will be re-charged to the Participating Employee's local employer company (for which the local employer company will require prior SARB approval), the SARB may require that amounts so re-charged be applied against the Participating Employee's annual allowances.
- 4.1.3.2.7. Each Participating Employee should obtain their own advice in respect of the exchange control requirements relating to their participation in the Offer.

4.1.4. **Data Protection**

- 4.1.4.1. Participation in the Offer will be subject to what is stated in the PEGI, the Offer and any data protection policies and privacy notices applicable to any relevant Member of the ENGIE Group.
- 4.1.4.2. This statement describes how the Company and/or its South African subsidiary may process personal information of the Participating Employees in accordance with the requirements of the South African Protection of Personal Information Act, 2013 (Act No. 4 of 2013, as amended) ("**POPIA**").

- 4.1.4.3. For the purposes of administering the Offer, the Company (and/or its affiliates and/or its service providers) shall collate and/or store Participating Employees' personal information including (but not limited to) personal contact details (such as full name, title, addresses, telephone numbers and personal email addresses), age, identity number, tax numbers, nationality and residency status.
- 4.1.4.4. This personal information will be stored as long as is necessary for the purposes specified in the Operative Documents, or for as long as permitted or otherwise required by law.
- 4.1.4.5. Participating Employees have the right to:
- 4.1.4.5.1. request access to the Participating Employee's own personal information as set out in the relevant South African Group Company's South African Promotion of Access to Information Act, 2000 (Act No. 2 of 2000) manual. Enabling Participating Employees to obtain a copy of the personal information held about them and check that the relevant company is lawfully processing it;
 - 4.1.4.5.2. request correction of that Participating Employee's personal information. Enabling Participating Employees to have inaccurate information held by the relevant company about the Participating Employee corrected;
 - 4.1.4.5.3. request erasure of that Participating Employee's personal information. Enabling Participating Employees who have exercised their right to object to processing and to request the relevant company to remove their personal information;
 - 4.1.4.5.4. object to processing of that Participating Employee's personal information where the relevant company is relying on a legitimate interest (or those of a third party) and there is something about that Participating Employee's particular situation which makes that Participating Employee want to object to processing on this ground. A Participating Employee also has a

right to object where the relevant company is processing that Participating Employee's personal information for direct marketing purposes;

- 4.1.4.5.5. request the restriction of processing of that Participating Employee's personal information. Enabling Participating Employees to request the relevant company to suspend processing of their personal information; and
 - 4.1.4.5.6. request the transfer of a Participating Employee's personal information to another party.
- 4.1.4.6. If a Participating Employee wants to review, verify, correct or request erasure of a Participating Employee's personal information, object to processing, or request transfer, Participating Employees can contact ENGIE S.A. - DRH Groupe, Développement et Comp and Ben - Actionnariat et Épargne Salariale, 67 Rue Jules Ferry, 92250 La Garenne-Colombes Cedex, France. Additionally, each Personal Data Protection Officer can be contacted at the following email addresses:
- 4.1.4.6.1. For ENGIE: privacy@engie.com
 - 4.1.4.6.2. For Amundi ESR: dpo@amundi.com
- 4.1.4.7. If a Participating Employee believes the Company has utilised a Participating Employee's personal information contrary to applicable law, the Participating Employee shall first resolve the concerns via engagement with the Company. If a Participating Employee is not satisfied with such process, that Participating Employee has the right to lodge a complaint with the Information Regulator of South Africa at POPIAComplaints@infoeregulator.org.za or at JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001.
- 4.1.4.8. By participating in the Offer, Participating Employees thereby consent to the processing of Participating Employees' personal information by the Company in accordance with the provisions of POPIA and as described therein.

4.1.5. Other General Risks associated with being a shareholder of the Company

4.1.5.1. Price of Shares

4.1.5.1.1. The main risk for any shareholder of the Company, including Participating Employees, is that the value of Shares may go down, and in such circumstances, the value of the Participating Employee's Shares (held as FCPE Units) may be reduced.

4.1.5.1.2. The value of Shares may fall or rise due to a number of factors including:

4.1.5.1.2.1. general economic conditions including interest rates, exchange rates and inflation rates;

4.1.5.1.2.2. variations in the local and global market for listed securities including the Shares;

4.1.5.1.2.3. changes in government policy, legislation or regulation in jurisdictions in which the Company operates or undertakes business;

4.1.5.1.2.4. the nature of competition in the markets in which the Company operates; and

4.1.5.1.2.5. general operational and business risks.

4.1.5.1.3. In this respect, the price of Shares may reflect a diverse range of non-Company specific influences such as the general state of the economy. Market fluctuations due to these factors may materially adversely affect the value of the Shares.

4.1.5.1.4. Ultimately, the value of a Participating Employee's Shares will depend on the Share price when such Shares are sold. Whilst the past is no guarantee of

future performance, data relating to the past performance of the Company's Share price can be found here www.engie.com.

4.1.5.2. **Trading in Shares**

There is no guarantee that the stock market will be active or that the price of Shares will increase. The volatility of the market price will likely be increased by fewer potential buyers or sellers of Shares.

4.1.5.3. **Currency risk**

The Participating Employee's investment is in Euros. Due to currency exchange fluctuations, the amount in South African Rand corresponding to the Euro value of the investment may go up or down. The value of the investment in South African Rand will depend on the exchange rate on the day of exit.

4.1.5.4. **Taxation changes**

Changes to tax laws in jurisdictions in which the Company operates may give rise to uncertainty and changes in tax rules or tax arrangements could adversely affect the Shares' value.

4.1.5.5. **Force majeure events**

Events such as acts of terrorism, an outbreak of international hostilities, fires, floods, earthquakes, labour strikes, civil wars and other natural disasters may occur within or outside jurisdictions in which the Company operates. These events could impact on the global economy, the operations of the Company and the price of Shares. The Company has only a limited ability to insure against some of these risks.

These risks are not exhaustive. Participating Employees are encouraged to consult and obtain independent professional advice specific to their own particular circumstances.

4.1.6. **Additional Information**

4.1.6.1. Due to the fact that tax laws and other laws applicable to employee share schemes change frequently it is recommended that



Participating Employees update themselves on a regular basis in respect of how these laws may impact them.

4.1.6.2. Further information relevant to being an investor in the Company can be found here: www.engie.com .

4.1.6.3. The Company's financial reports can be viewed here: www.engie.com.

4.1.6.4. More information on the Company's business and operational risk factors can be found here: www.engie.com.

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