

TERMS AND CONDITIONS OF LINK 2026

I have been invited by ENGIE S.A. (**ENGIE**) to participate to an offer of ENGIE shares through the sub-fund LINK CLASSIC 2026 of the FCPE LINK INTERNATIONAL, within the framework of the International Group Savings Plan (*Plan d'Épargne de Groupe International* or **PEGI**) of ENGIE (the **Offer** or **LINK 2026**).

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 the Offer made available to me and, in particular, the information brochure, the rules of the FCPE LINK INTERNATIONAL, the Key Information Document (**KID**) of the sub-fund LINK CLASSIC 2026 of the FCPE LINK INTERNATIONAL, the PEGI rules, the Country Supplement and these terms and conditions applicable to my participation in LINK 2026.

Eligibility for LINK 2026

LINK 2026 is an employee shareholding offer under the PEGI.

Are eligible for LINK 2026 those who are, as of the last day of the subscription/acquisition period, scheduled on 17 June 2026, 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 2025.

It is reminded that, in accordance with the provisions of article 3.2.1 of the PEGI and article L. 3344-1 of the French Labor Code, in the event that a company were to leave the scope of consolidation of the ENGIE Group before the completion of the LINK 2026, the PEGI would immediately and automatically cease to be applicable to the said company whose employees could not participate in the LINK 2026.

Subscription Price

In accordance with the provisions of articles L. 3332-18 et seq. of the French Labour Code, ENGIE shares will be acquired or subscribed for by the sub-fund LINK CLASSIC 2026 of the FCPE LINK INTERNATIONAL 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 on which the Board of Directors (or the Managing Director) sets the dates for the subscription/acquisition period.

The Subscription Price will be equal to the Reference Price (as defined below), minus a 20% discount.

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) recorded during each of the twenty trading days preceding the date of the above decision.

The Subscription Price is contemplated to be set on 2 June 2026, and communicated subsequently, shortly before the opening of the subscription/acquisition period, on the Offer's website: <https://link.engie.com/2026>.

Matching Contribution (Free Shares)

I acknowledge that I am aware that, by investing in the Offer, I benefit from a matching contribution (the **Matching Contribution**) allowing me to receive additional ENGIE shares for free (the **Free Shares**), which will be delivered into the sub-fund LINK CLASSIC 2026 of the FCPE LINK INTERNATIONAL immediately upon completion of the Offer (scheduled on 30 July 2026).

The Matching Contribution will be calculated as follows:

- ✓ Tranche 1, where the euro amount of the Matching Contribution will correspond to 300% of my personal contribution up to €100 invested; then
- ✓ Tranche 2, where the euro amount of the Matching Contribution will correspond to 100% of my personal contribution above €100 and up to €300 invested

i.e., a Matching Contribution of up to €500.

Above €300 (tranche 3), my personal contribution will not benefit from any Matching Contribution.

Should the Offer be oversubscribed, the amount of my personal contribution and the corresponding Matching Contribution in tranches 1 and 2 and/or the amount of my personal contribution in tranche 3 may be reduced in accordance with the reduction rule detailed below in section reduction in case of oversubscription.

Minimum amount and investment ceiling

The minimum investment amount is €10 or the equivalent in local currency (based on the exchange rate determined by ENGIE on 2 June 2026).

I have taken due note that the amount of my personal contribution in the Offer may not exceed one quarter (25%) of my 2026 estimated gross remuneration.

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

A simulator is available to me on: <https://link.engie.com/2026>.

Lock-up period

I acknowledge that I am aware that the units I will hold in the sub-fund LINK CLASSIC 2026 (**FCPE units**) will be locked-up for five years until 29 July 2031 inclusive, except upon the occurrence of an early release case as set out in the Country Supplement.

Characteristics of shares and dividends

The ENGIE shares offered under the Offer are ordinary shares.

I have taken due note that any dividends paid (i) will be reinvested in the sub-fund LINK CLASSIC 2026 of the FCPE LINK INTERNATIONAL and (ii) will give rise to the issuance of new units in this sub-fund.

ENGIE shares held by the FCPE LINK INTERNATIONAL may, if the conditions set out by the law and ENGIE's articles of association are met, benefit from double voting rights and increased dividends.

Warning related to investment in listed shares

I duly note that, given the concentration of risks on the securities of one single company within the portfolio of the sub-fund LINK CLASSIC 2026 of the FCPE LINK INTERNATIONAL, the AMF recommends that participants assess the need for each of them to diversify the risks of all their financial savings.

I acknowledge that I am aware that the value of my investment in the Offer 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.

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, due to currency exchange fluctuations, the amount in my currency corresponding to the Euro value of my investment under LINK 2026 may go up or down.

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 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-up 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 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 euros at the exchange rate indicated on the subscription website.

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 in respect of my participation has not been received, then my participation may not be taken into account and may be fully cancelled.

If, for practical reasons, it has not been possible to cancel my participation before the completion of LINK 2026, 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 2026. The proceeds from such redemption will be used in whole or in part to reimburse any unpaid amount(s) and the Matching Contribution, and I will only receive the balance of the redemption proceeds corresponding to my personal contribution actually paid, if any. Furthermore, I have taken note that ENGIE is not responsible for managing the impact of this reimbursement in terms of taxes and/or social contributions.

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.

Finally, I duly note that 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.

Reduction in case of oversubscription

I have taken due note that my personal contribution in the Offer and the Matching Contribution may be reduced if the amounts requested under LINK 2026 exceed one of the ceilings set by the Board of Directors of ENGIE and/or by the Managing Director.

In accordance with the decision of the Board of Directors of 5 November 2025 and of the Managing Director of 18 February 2026, the number of shares offered in this Offer is limited by a double ceiling consisting of:

- a maximum number of 8 million shares, including the Matching Contribution (the **Global Ceiling in Shares**); and
- the cost of LINK 2026 (overall cost of the discount and of the Matching Contribution), capped at €37.5 million (the **Global Ceiling in Euros**). Within the Global Ceiling in Euros, a sub-envelope is defined (the **Sub-Envelope in Euros**) corresponding to the costs of (i) the Matching Contribution, and (ii) the discount related to the personal contribution benefitting from the Matching Contribution. The Sub-Envelope in Euros is capped at €22 million. It is specified that, if the Global Ceiling in Euros is not reached, any unused amount will increase the Sub-Envelope in Euros and may, as the case may be, prevent a reduction in such Sub-Envelope in Euros.

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

If the subscription requests result in at least one of these ceilings being exceeded, the subscription requests will be reduced as follows:

- a) If several ceilings are exceeded, including the Sub-Envelope in Euros, the reduction may be applied per ceiling, simultaneously or successively;
- b) the amount of the relevant ceiling (in euros) will be divided by the number of participants to obtain an average amount in euros served per participant (the **Average Amount Served**):
 - all requests for an amount less than or equal to the Average Amount Served will be fully served;
 - all requests for an amount greater than the Average Amount Served will first be served up to the Average Amount Served;
 - the portion exceeding the Average Amount Served will then be reduced proportionally, by applying a servicing rate determined on the basis of the amount remaining to be allocated as compared with the amount requested above the Average Amount Served.

If various payment methods are offered to me for payment of my personal contribution, the reduction would first be 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-up period

As from 30 July 2031, my assets will be available and will be kept in the sub-fund LINK CLASSIC 2026. 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).

In accordance with the 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.

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 to the French law n° 78-17 dated 6 January 1978, as modified relating to Data Processing, Data Files and Individuals Liberties and to 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.

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

- ENGIE, 67 Rue Jules Ferry, 92250 La Garenne-Colombes - 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 2026;
- 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 of the FCPE LINK INTERNATIONAL.

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 2026, 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 to LINK 2026. 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.

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.

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 Épargne Salariale, 67 Rue Jules Ferry, 92250 La Garenne-Colombes 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 email on the website www.cnil.fr, or to the relevant data protection authority in my jurisdiction.

I declare that I keep a copy of this document 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 (EU) 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 Belarusian 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 Belarusian 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 2026 is completely voluntary. LINK 2026 is made on a discretionary basis and does not form any part of my terms of employment. In particular, any benefits derived from LINK 2026 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 2026 does not give rise to a contractual entitlement to continued employment.

Joint Tax Election under section 431 ITEPA

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

Participation in the Offer 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.

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
ENGIE INTERNATIONAL FM LIMITED
ENGIE POWER LIMITED
ENGIE RENEWABLE GASES UK LTD
ENGIE SUPPLY HOLDING UK LIMITED
FIRST HYDRO COMPANY
INTERNATIONAL POWER LTD.
IPM ENERGY LTD

RED ENGINEERING DESIGN LIMITED
STORENGY UK
TRACTEBEL ENGINEERING COYNE ET BELLIER - UK PE

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 sub-fund LINK CLASSIC 2026 of the FCPE LINK INTERNATIONAL to be acquired by the Employee or received as Matching Contribution on 30 July 2026 pursuant to the employee share offering communicated as from 20 May 2026.
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	on 30 July 2026 under the terms of the Link 2026 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 Offer including this Joint Election under section 431 ITEPA 2003 via the website <https://link.engie.com/2026>) 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 conditions of this Joint Election as stated above.