

TERMS AND CONDITIONS OF LINK 2026

I have been invited by ENGIE S.A. (**ENGIE**) to participate to an offer of ENGIE shares 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 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 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 to me immediately upon completion of the Offer (scheduled on 30 July 2026).

The Matching Contribution (number of Free Shares delivered to me) 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 (*i.e.*, I will receive three Free Shares for one share acquired); 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.*, I will receive one Free Share for one share acquired)

i.e., the ceiling of the global Matching Contribution is €500.

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

The number of Free Shares delivered to me for each tranche will be determined by dividing the amount of the corresponding Matching Contribution in Euro by the Subscription Price.

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 the Subscription Price for one share.

I can only acquire a whole number of shares.

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 ENGIE shares that I will hold 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 my ENGIE shares will be held in my name in an account maintained by *Société Générale Securities Services* within the framework of the PEGI.

As any shareholder of ENGIE S.A., I will benefit from the right to receive dividends, if any are paid out by ENGIE S.A., and the right to vote in the general shareholders' meetings.

The shares I will hold 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 acknowledge that I am aware that the value of my investment in the Offer is linked solely 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, 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 sale of all of my shares acquired under LINK 2026. The sale proceeds 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 sale 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 (for a reason other than for retirement), I may be required to pay charges linked to the custody of my securities account.

Reduction in case of oversubscription

I am aware that the maximum amount of the ENGIE shares to be offered to employees in the United States under LINK 2026 is limited so that the amount of USD 10 million provided by Rule 701 of the Securities Act of 1933 is respected for 2026 (calculation of the aggregate investments made in reliance on Rule 701 is based on a fixed 12-month period consisting of the calendar year) (US Maximum Amount). If the total amount of ENGIE shares requested in US leads to exceeding the US Maximum Amount, the requests in US will be reduced by using the reduction rules described below.

Furthermore, 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.

In any event, the application of the reduction rules described above cannot lead to the amount of my investment not corresponding to a whole number of shares.

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 shares will be available. I will be able to ask for the sale of all or part of my shares at any time.

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;
- Société Générale Securities Services, as data controller in its quality of account holder of the shares acquired within the framework of the PEGI and LINK 2026.

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 shares until they are sold. My personal data may notably be processed by ENGIE, and as the case may be, by my employer, Société Générale Securities Services, Natixis Interépargne or any services provider mandated by ENGIE to manage LINK 2026 and, as the case may be, to inform me of the process to be followed should I wish to sell my ENGIE shares as from the end of the lock-up period.

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 sale of all my shares, 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 the sale of all my shares 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 Natixis Interépargne: relais-cnil-interepargne@natixis.com
- For Société Générale Securities Services: SGSS-PersonalData@socgen.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 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.