



## ESOP 2026

### TERMS AND CONDITIONS

### UNITED KINGDOM

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**By participating in ESOP 2026, I hereby state that I have read the terms and conditions below and I agree to be bound by them.**

I have been invited by Technip Energies N.V. ("Technip Energies") to participate in an offer to subscribe for Technip Energies shares (the "ESOP 2026").

**I agree to participate in ESOP 2026 in the investment formula and up to the investment amounts indicated on the subscription site.**

I have read the documents relating to ESOP 2026 and in particular, the Information Brochure, the Country Supplement, the Key Information Documents ("KID") of sub-funds "T.EN Classic International" and "T.EN Leverage International 2026" of the FCPE "T.EN Shares International" and the regulations of the FCPE "T.EN Shares International", the KID and the regulations of the FCPE "T.EN Relais International 2026", as well as the rules of the international group's savings plan of Technip Energies ("PEGI"). All documents have been made available to me on the offer website <https://esop.apps.ten.com>.

I note that at the time of my reservation, the subscription price is not yet available. It will be set on June 16, 2026 and communicated to me afterwards. I will then have the possibility to cancel my reservation during the subscription/revocation period scheduled from June 19, 2026 to June 23, 2026. I could cancel my reservation in its entirety (but not partially) in each formula, ESOP Classic and/or ESOP Leverage. **In the absence of such revocation, my reservation order will become a final and binding subscription order at the end of the subscription/revocation period.**

#### Eligibility

I note that in order to be eligible for ESOP 2026, I must be, as on the last day of the subscription/revocation period scheduled on June 23, 2026, an employee of a company participating in the PEGI, with a length of service of at least three months, on a continued basis or not, since January 1<sup>st</sup>, 2025.

If I am not already a member, my subscription to ESOP 2026 implies membership in the PEGI.

I duly note that the acquisition of the FCPE's units is not open to residents of the United States of America. Additional information regarding this restriction is provided in the regulations of the FCPE "T.EN Shares International" and of the FCPE "T.EN Relais International 2026".

I also 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 Belarussian nationals and persons residing in Belarus, except (i) in case of Russian nationals, if those persons are 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 nationals of a EU Member State or have a temporary or permanent residence permit in a EU Member State. I hereby confirm that this restriction does not apply to me.

#### Characteristics of ESOP Classic and ESOP Leverage

In the context of ESOP 2026, I have the possibility to subscribe for Technip Energies shares via the FCPE "T.EN Shares International", in one or both investment formula (ESOP Classic and ESOP Leverage) described below.

The subscription price of a Technip Energies share in ESOP 2026 corresponds to the arithmetic average of the volume-weighted average prices of the Technip Energies share over the 20 trading days preceding the date on which the opening of the subscription/revocation period is set by the Chief Executive Officer of Technip Energies, acting upon delegation of the Board of Directors (the "**Reference Price**"), minus a discount of 20% (the "**Subscription Price**"). The Reference Price and the Subscription Price will be communicated to me on <https://esop.apps.ten.com>.

I understand that my decision whether or not to participate in ESOP 2026 is entirely voluntary and personal. My decision will have no effect, either positive or negative, on my employment within the Technip Energies group. Participation in ESOP 2026 is separate from and does not form a part of my employment agreement and does not confer upon me any right or entitlement in relation to my employment or subsequent benefits or entitlements, including upon termination.

Additionally, I also note that nothing contained in this document or in any other material made available to me in connection with ESOP 2026 or the PEGI shall confer upon me any right or entitlement in relation to future offers.

**ESOP Classic:** in this formula, I will subscribe for Technip Energies shares via the FCPE "T.EN Relais International 2026" which will merge with the "T.EN Classic International" sub-fund of the "T.EN Shares International" FCPE after the capital increase, subject to the decision of the FCPE's Supervisory Board and the approval of the French Market Authority (AMF). The subscription to this formula entitles me to a matching contribution, invested in additional FCPE shares, for an amount corresponding to 100% of the amount of my personal contribution in ESOP Classic, up to a maximum of €500.

Under ESOP Classic, my investment will follow the performance of the Technip Energies shares listed on Euronext Paris, both upwards and downwards. I am therefore at risk on the amount of my investment made in ESOP Classic, which is not guaranteed in the event of a decrease in the Technip Energies share price.

I have access to Technip Energies' Annual Report available on its website (<https://investors.technipenergies.com>), which contains important information about Technip Energies' business, strategy, risk factors and financial results.

**ESOP Leverage:** in this formula, I invest in the sub-fund "T.EN Leverage International 2026" of the FCPE "T.EN Shares International". The amount of my personal contribution in euro is guaranteed (except in certain exceptional cases described in the regulations of the FCPE "T.EN Shares International"). In addition, I will benefit from the higher of either (i) the minimum guaranteed and capitalized return of 4% per year on my personal contribution for the entire duration of the investment, or (ii) 9.2 times the average increase in Technip Energies' share price, if any, compared to the Reference Price. In return, I will not benefit from the dividends and other payments, if any are made with respect to Technip Energies shares, nor from the 20% discount in the calculation of the gain, considering that the average in the share's price is calculated compared to the Reference Price. A detailed description of ESOP Leverage is provided in the KID of the sub-fund "T.EN Leverage International 2026" of the FCPE "T.EN Shares International" and in the regulations of the FCPE "T.EN Shares International".

#### **Exchange rate**

My investment in ESOP 2026 is made in euro. Consequently, if I participate in ESOP 2026 in a country where the currency is different from euro, the amount of my investment in local currency will be converted using the exchange rate set by Technip Energies concurrently with the Subscription Price. This exchange rate will be maintained until the day of issuance of shares in ESOP 2026 but not thereafter.

During the investment period, my investment can be affected (positively or negatively) by fluctuations in the currency exchange rate between the euro and the local currency. If the euro has strengthened against my local currency, the value of my assets expressed in my local currency will increase. On the other hand, if the euro has weakened against my local currency, the value of my assets expressed in my local currency will decrease.

#### **Tax and social security consequences of my investment / FCPE management fees**

I acknowledge that I am aware of the tax and social security consequences that may apply as a result of my subscription in ESOP 2026 and I undertake full responsibility for these consequences. In particular, I acknowledge that I am liable to my employer for any sums that my employer may have to advance on my behalf in respect of tax and/or social security contributions. Where necessary, my employer may withhold these sums from my salary or from any other amount owed to me, in accordance with applicable legislation.

In particular, I agree to make an election with the Technip Energies Group company with which I have my contract of employment (my "employer" for the purposes of this paragraph that, pursuant to section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 ("ITEPA")), for all of the FCPE units representing Technip Energies shares which are acquired in ESOP Classic pursuant to these Terms and Conditions (which are employment-related restricted securities by reason of sections 423 and 424 of ITEPA), to be treated as if they are not restricted securities for the relevant tax and national insurance purposes. I acknowledge that should the value of the securities fall following the acquisition, it is possible that income tax/national insurance contributions that would have arisen because of any future chargeable event (in the absence of an election) would have been less than the income tax/national insurance contributions due by reason of this election. Should this be the case, there is no income tax/ national insurance relief available under Part 7 of ITEPA; nor is it available if the securities acquired are subsequently transferred, forfeited or revert to the original owner. This paragraph is an election which shall form Part A of a Joint Election and shall become irrevocable upon the acquisition of the securities to which the above election relates. **In accepting these Terms and Conditions (which incorporate the above Joint Election), I agree to be bound by its terms as stated above.**

Detailed information on the tax and social security aspects of ESOP 2026 is provided in the Country Supplement for my country.

I also note that the management fees of the sub-funds "T.EN Classic International" and "T.EN Leverage International 2026" of the FCPE "T.EN Shares International" will be payable by deduction from my assets, up to the threshold specified in the regulations of the FCPE "T.EN Shares International".

#### **Minimum and maximum investment amount**

No minimum amount for my investment is required to participate in ESOP 2026.

The total amount of my investment in ESOP 2026 may not exceed 25% of my estimated gross annual remuneration for 2026.

In order to calculate my investment limit, I must take into account (i) the amount of my personal contribution in ESOP Classic (excluding the amount corresponding to the matching contribution), and (ii) 10 times the amount of my personal contribution in ESOP Leverage. A calculation tool is available on <https://esop.apps.ten.com> to help me verify that I do not exceed the cap.

If I did not participate in ESOP 2026 during the reservation period, my investment cap during the subscription/revocation period is limited to 2.5% of my estimated gross annual remuneration for 2026, calculated in the same manner as described above.

#### **Payment of the subscription amount**

I have the possibility to pay the amount of my personal contribution through a payment facility offered by my employer.

Detailed information on payment methods available in my country is included in the Country Supplement.

My employer offers a payment facility by making an advance to Technip Energies for the subscription amount indicated by me. This advance shall be repaid in 3 equal instalments, to be deducted from my salary starting from the month of August 2026. By participating in ESOP 2026, I authorize my employer to deduct from my salary the corresponding amounts.

In case of termination of my employment prior to the full repayment of the advanced amount, the outstanding balance related to my subscription will become immediately due and may be deducted from my severance payments to the fullest extent permitted under applicable law.

In case of default of payment (partial or total), I acknowledge and agree that Technip Energies, or my employer acting on its behalf, may proceed without prior notice or formal notice, to the redemption of all of my FCPE units acquired in ESOP 2026 and apply the proceeds in whole or in part to reimburse the amount I owe to my employer. If the proceeds of the sale are insufficient to cover due amounts, I will remain liable for the corresponding amount. My employer reserves the right to initiate any action against me to recover the unpaid amounts and/or to deduct them from my salary in compliance with the applicable legislation.

#### **Custody**

After completion of all operations in relation with the capital increase and merger of FCPEs as explained above, I will be holding during the investment period units in sub-funds of the FCPE "T.EN Shares International". The FCPE (*Fonds Commun de Placement d'Entreprise* in French) is a shareholding vehicle created under French law allowing employees to collectively hold their company shares. The FCPE (or its sub-fund) will subscribe Technip Energies shares and issue to me units that correspond to my investment.

During the life of my investment, voting rights attached to shares held by the FCPE will be exercised at the General Shareholders meetings by the FCPE's Supervisory Board.

#### **Lock-up period**

My investment in ESOP 2026 is subject to a lock-up period until July 30, 2031, inclusively, except in case of early release such as described in the Country Supplement for my country.

#### **Reduction in case of oversubscription**

The number of Technip Energies shares allocated to the Offer corresponds to maximum 1.5% of the share capital of Technip Energies, within an overall limit of total subscription amount of 55 million euros (the "**Ceiling**").

If the amount of investment requests would exceed the Ceiling, a reduction would be carried out in accordance with the following terms:

- An “average subscription amount” will be calculated by dividing the Ceiling by the number of subscription requests received;
- All subscription requests for an amount equal to or less than this “average subscription amount” will be fully satisfied; and
- All subscription requests for an amount greater than the “average subscription” will be fulfilled up to the “average subscription amount” and supplemented proportionally with the remainder of the employee's subscription request based on the amounts remaining to be distributed to reach the Ceiling. In case of subscription to both ESOP Classic and ESOP Leverage, the reduction will be primarily applied on the subscription request for ESOP Leverage.

If I opted for a combination of different payment methods, for my personal contribution, the reduction would be first applied against the payment via bank transfer, then against payment via payroll deductions.

#### **Processing of personal data**

Participation in ESOP 2026 implies processing of my personal data. This processing is fulfilled pursuant to the French Law n° 78-17 of January 6, 1978, as modified, on data processing, data files and individual liberties, and to the European Regulation EU 2016/679 of April 27, 2016, on the protection of natural persons with regards to the processing of personal data.

An information notice with all the details relating to the processing of my data, the parties involved and my rights are available on <https://esop.apps.ten.com>.

For any questions regarding the processing of data by Technip Energies, the data protection officer can be contacted at the following address: [privacy@technipenergies.com](mailto:privacy@technipenergies.com).