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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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**FORM 20-F**

(Mark One)

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the fiscal year ended December 31, 2021

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission file number: 333-252215

**Technip Energies N.V.**

(Exact name of Registrant as specified in its charter)

**The Netherlands**

(Jurisdiction of incorporation or organization)

**2126, boulevard de la Défense**

**92000 Nanterre**

**France**

**+33 1 47 78 21 21**

(Address of principal executive offices)

**Michael McGuinty**

**Chief Legal Officer**

**Tel: +33 1 47 78 21 21**

**Email: [michael.mcguinty@technipenergies.com](mailto:michael.mcguinty@technipenergies.com)**

**2126, boulevard de la Défense**

**92000 Nanterre**

**France**

(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act: None

Securities registered or to be registered pursuant to Section 12(g) of the Act:

Ordinary shares, par value €0.01 per share

(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: None

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Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report.

The number of outstanding ordinary shares as of December 31, 2021 was:

Title of each class	Number of Shares Outstanding as of December 31, 2021
Ordinary shares, par value of €0.01 per share	179,827,459

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes  No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes  No

**Note** – Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See definition of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer  Accelerated Filer  Non-accelerated Filer  Emerging growth company

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Yes  No

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards<sup>†</sup> provided pursuant to Section 13(a) of the Exchange Act.

<sup>†</sup> The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

- U.S. GAAP
- International Financial Reporting Standards as issued by the International Accounting Standards Board
- Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

Item 17  Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes  No

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## INTRODUCTION

In this Form 20-F references to “the Company,” “Technip Energies,” “the Group” or “we” relate to Technip Energies N.V. and its subsidiaries except where the context provides otherwise.

Pursuant to Rule 12b-23(a) of the Securities Exchange Act of 1934, as amended, certain information for the 2021 Form 20-F of the Company set out herein is being incorporated by reference from the Company’s statutory Annual Report, including the consolidated financial statements of the Company for the year ended December 31, 2021, but excluding the Dutch audit report provided by PricewaterhouseCoopers Accountants N.V. for Dutch law purposes (the “Consolidated Financial Statements”), included as Exhibit 15.1 to this Form 20-F (the “Annual Report 2021”) and the Company’s prospectus on Form 424B1 filed with the Securities and Exchange Commission on February 12, 2021 (Registration No. 333-252215), included as Exhibit 15.2 to this Form 20-F (the “Prospectus 2021”). References below to major headings include all information under such major headings, including subheadings, unless such reference is a reference to a subheading, in which case such reference includes only the information contained under such subheading.

With the exception of the items and pages so specified, the Annual Report 2021 and the Prospectus 2021 are not deemed to be filed as part of this Form 20-F. Other information contained within the Annual Report 2021 and Prospectus 2021, including graphs, tabular data, photographs, the content of the Company’s websites and third-party websites, scientific articles and other sources referenced therein, is not included in this Form 20-F unless specifically identified herein. In addition to the information set out herein, the information set forth in section 1, subsection “Forward-looking statements,” page 30 and section G. “Glossary,” pages 267-269 of the Company’s Annual Report 2021 included as exhibit 15.1 to this Form 20-F are incorporated by reference herein. Therefore, the information in this Form 20-F should be read in conjunction with our Annual Report 2021 and our Prospectus 2021, where applicable.

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**PART I**

**Item 1. Identity of Directors, Senior Management and Advisers**

Not applicable

**Item 2. Offer Statistics and Expected Timetable**

Not applicable

**Item 3. Key Information**

**A. [Reserved]**

**B. Capitalization and Indebtedness**

Not applicable

**C. Reasons for the Offer and Use of Proceeds**

Not applicable

**D. Risk Factors**

For information on risk factors, please see Annual Report 2021, section 4.3. “Risks to which we are subject,” excluding paragraphs captioned “How this risk is managed,” pages 99-113, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein. Set forth below are certain U.S. tax risks related to our spin-off from TechnipFMC plc (“TechnipFMC”) (the “Spin-off”). Reference is also made to section 3.2.2. “ESG Risk Management” on page 82 of our Annual Report 2021, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

***The IRS may not agree that Technip Energies is a foreign corporation for U.S. federal income tax purposes as a result of the Spin-off.***

Although Technip Energies is incorporated in the Netherlands and is a tax resident in France, the IRS may assert that it should be treated as a U.S. corporation (and therefore a U.S. tax resident) for U.S. federal income tax purposes pursuant to Section 7874 of the IRC. For U.S. federal income tax purposes, a corporation is generally considered a U.S. “domestic” corporation (or U.S. tax resident) if it is organized in the United States, and a corporation is generally considered a “foreign” corporation (or non-U.S. tax resident) if it is not a U.S. corporation. Because Technip Energies is an entity incorporated in the Netherlands and a tax resident in France, it would generally be classified as a foreign corporation (or non-U.S. tax resident) under these rules. Section 7874 of the IRC provides an exception under which a foreign incorporated and foreign tax resident entity may, in certain circumstances, be treated as a U.S. corporation for U.S. federal income tax purposes.

Generally, under IRC Section 7874, a corporation created or organized outside the United States (*i.e.*, a foreign corporation) will nevertheless be treated as a U.S. corporation for U.S. federal income tax purposes when (i) the foreign corporation directly or indirectly acquires, within the meaning of IRC Section 7874, substantially all of the properties of a U.S. corporation, (ii) the shareholders of the acquired U.S. corporation hold, by vote or value, at least 80% (or 60% if the Third Country Rule, as defined herein, applies) of the shares of the foreign acquiring corporation after the acquisition by reason of holding shares in the U.S. acquired corporation (the “Section 7874 Percentage”), and (iii) the foreign corporation’s “expanded affiliated group” does not have substantial business activities in the foreign corporation’s country of tax residency relative to such expanded affiliated group’s worldwide activities. The Treasury Regulations promulgated under IRC Section 7874 (the “Section 7874 Regulations”) generally also provide that in certain cases, the applicable Section 7874 Percentage threshold for a foreign acquiring corporation to be treated as a U.S. corporation is reduced to 60% where a foreign acquiring corporation acquires, in related transactions, substantially all of the properties of a U.S. corporation and another foreign corporation which is itself tax resident in a different jurisdiction than the foreign acquiring corporation (the “Third Country Rule”). The Section 7874 Regulations also provide a number of special rules, including rules that can affect a foreign corporation’s ability to use its equity to acquire other U.S. businesses within a 36-month period following the acquisition of a U.S. corporation.

In addition, the Section 7874 Regulations provide certain exceptions to the application of IRC Section 7874 with respect to restructuring transactions involving “foreign-parented groups” (the “Foreign-Parented Group Exception”), generally providing exceptions to transactions that would otherwise be acquisitions, within the meaning of IRC Section 7874, of substantially all of the properties of a U.S. corporation.

Assuming TechnipFMC is respected as a foreign corporation for U.S. federal income tax purposes, there is a risk that IRC Section 7874 may apply to Technip Energies because, as part of the Spin-off and taking into account certain prior transactions, Technip Energies may be treated as acquiring, within the meaning of IRC Section 7874, substantially all of the properties of certain U.S. corporate affiliates of TechnipFMC. In such a case, if the Section 7874 Percentage is at least 80% (or in the case of the application of the Third Country Rule, 60%), Technip Energies would be treated as a U.S. corporation for U.S. federal income tax purposes.

Based on the terms of the Spin-off and the rules for determining the Section 7874 Percentage, Technip Energies is not expected to be treated as acquiring, within the meaning of IRC Section 7874, substantially all of the properties of one or more U.S. corporations. Even if Technip Energies is considered to have acquired, within the meaning of IRC Section 7874, substantially all of the properties of one or more U.S. corporations as a result of the Spin-off, the Foreign-Parented Group Exception may apply and result in Technip Energies not being treated as a U.S. corporation for U.S. federal income tax purposes. Technip Energies, as a result, is expected to be treated as a foreign corporation (i.e., a non-U.S. tax resident) for U.S. federal income tax purposes. However, the calculation of the Section 7874 Percentage is complex and is subject to detailed regulations (the application of which is uncertain in various respects and would be impacted by changes in such U.S. Treasury regulations with possible retroactive effect) and is subject to certain factual uncertainties. Accordingly, there can be no assurance that the IRS will not challenge the status of Technip Energies or the status of any of its foreign affiliates as a foreign corporation under IRC Section 7874 or that such challenge would not be sustained by a court.

If the IRS were to successfully challenge under IRC Section 7874 Technip Energies’ status as a foreign corporation for U.S. federal income tax purposes, Technip Energies and certain shareholders of Technip Energies would be subject to significant adverse tax consequences, including a higher effective corporate tax rate on Technip Energies and future withholding taxes on certain Shareholders.

***The IRS may assert that IRC Section 7874 applies to the Spin-off as a result of TechnipFMC being treated as a U.S. corporation.***

On 14 June 2016, FMC Technologies, Inc., a U.S. Delaware corporation (together with its consolidated subsidiaries, “FMC Technologies”), Technip S.A., a French *société anonyme* (together with its consolidated subsidiaries, “Technip”) and TechnipFMC, entered into a definitive business combination agreement whereby Technip merged with TechnipFMC with TechnipFMC surviving, immediately followed by the merger of FMC Technologies with a wholly owned indirect subsidiary of TechnipFMC (the “Merger”). The Merger was completed on 16 January 2017. Immediately following the closing of the Merger, all former shareholders of FMC Technologies and Technip owned shares in TechnipFMC, subject to the terms of the definitive business combination agreement.

Because TechnipFMC is an entity incorporated in England and Wales and issued shares to the former shareholders of FMC Technologies in exchange for their shares in FMC Technologies as a result of the Merger, the IRS may assert that TechnipFMC should be treated as a U.S. corporation under IRC Section 7874. TechnipFMC expects that it would be treated as a U.S. corporation for U.S. federal income tax purposes under the Third Country Rule if the Section 7874 Percentage were at least 60%.

Based on the facts and analysis at the time, Technip Energies believes that the Section 7874 Percentage was less than 60% at the time of the Merger such that IRC Section 7874 should not apply to cause TechnipFMC to be treated as a U.S. corporation for U.S. federal income tax purposes as a result of the Merger. However, the calculation of the Section 7874 Percentage is complex and is subject to detailed regulations (the application of which is uncertain in various respects and would be impacted by changes in such U.S. Treasury regulations with possible retroactive effect). If the IRS successfully challenged TechnipFMC’s status as a foreign corporation, Technip Energies may be treated as acquiring, within the meaning of IRC Section 7874, substantially all of the properties of one or more U.S. corporations and may also be treated as a domestic corporation as a result of the Spin-off, resulting in significant adverse consequences for Technip Energies and certain of its shareholders. Accordingly, there can be no assurance that the IRS will agree with Technip Energies’ position and/or would not successfully challenge TechnipFMC’s status as a foreign corporation, which may result in a challenge to Technip Energies’ status as a foreign corporation. If the IRS were to successfully challenge Technip Energies’ status as a foreign corporation under IRC Section 7874 as a result of a challenge to TechnipFMC’s status as a foreign corporation, Technip Energies and certain Shareholders would be subject to significant adverse tax consequences and future withholding taxes on certain Shareholders.

***IRC Section 7874 may limit the ability of Technip Energies' U.S. affiliates to use certain tax attributes following the Spin-off, increase such U.S. affiliates' U.S. taxable income or have adverse consequences to our shareholders.***

Following the acquisition, within the meaning of IRC Section 7874, of a U.S. corporation by a foreign corporation, IRC Section 7874 can apply in a manner to limit the ability of the acquired U.S. corporation and its U.S. affiliates to use U.S. tax attributes (including net operating losses and certain tax credits) to offset U.S. taxable income resulting from certain transactions, as well as result in certain other adverse tax consequences, even if the acquiring foreign corporation is respected as a foreign corporation for purposes of IRC Section 7874.

If IRC Section 7874 were to apply in such a manner, Technip Energies and certain of its shareholders may be subject to adverse tax consequences including, but not limited to, restrictions on the use of tax attributes with respect to "inversion gain" recognized over a 10-year period following the transaction, disqualification of dividends paid from preferential "qualified dividend income" rates and the requirement that any U.S. corporation owned by Technip Energies include as "base erosion payments," which may be subject to a minimum U.S. federal income tax any amounts treated as reductions in gross income paid to certain related foreign persons. Furthermore, certain "disqualified individuals" (including officers and directors of a U.S. corporation) may be subject to an excise tax on certain stock-based compensation held thereby at a rate of 20%.

Based on the terms of the Spin-off and the rules for determining the Section 7874 Percentage, Technip Energies does not expect to be subject to the adverse consequences described above.

The above determinations, however, are subject to detailed regulations (the application of which is uncertain in various respects and would be impacted by future changes in such U.S. Treasury regulations, with possible retroactive effect) and are subject to certain factual uncertainties. There can be no assurance that the IRS will not challenge whether Technip Energies is subject to the above rules or that such a challenge would not be sustained by a court. If the IRS successfully applied these rules to Technip Energies, significant adverse tax consequences would result for Technip Energies and for certain Shareholders, including a higher effective corporate tax rate on Technip Energies.

***If Technip Energies is a passive foreign investment company, U.S. holders of Technip Energies ordinary shares or ADSs could be subject to adverse U.S. federal income tax consequences.***

A non-U.S. corporation generally will be treated as a "passive foreign investment company" ("PFIC") for U.S. federal income tax purposes for any taxable year if either (i) at least 75% of its gross income for such year is passive income for purposes of the PFIC rules or (ii) at least 50% of the value of its assets (determined on the basis of a quarterly average) during such year is attributable to assets that produce or are held for the production of passive income. For this purpose, a non-U.S. corporation is treated as owning its proportionate share of the assets and earning its proportionate share of the income of any other corporation the stock of which it owns, directly or indirectly, 25% or more of by value.

Based on the composition of our income, assets and operations, we do not believe we were a PFIC for the 2021 taxable year. However, the determination of whether we are a PFIC must be made annually after the close of each taxable year, depends on the particular facts and circumstances (including the value of our market capitalization, which may be volatile), and may also be affected by the interpretation and application of the PFIC rules. As a result, there can be no assurance regarding whether we will be a PFIC for our 2022 taxable year or in the future. If we are a PFIC for any taxable year, U.S. holders of Technip Energies ordinary shares or ADSs may be subject to adverse U.S. federal income tax consequences, including ineligibility for any preferred tax rates on capital gains or on actual or deemed dividends, interest charges on certain taxes treated as deferred, and additional information reporting obligations. Certain elections may be available to U.S. holders to address certain consequences as a result of the application of the PFIC rules, which elections may have their own adverse tax consequences. U.S. holders of our ordinary shares and ADSs should consult their own tax advisors regarding all aspects of the application of the PFIC rules to holding and disposing of Technip Energies ordinary shares and ADSs. For more information see "*Taxation—Material U.S. Federal Income Tax Considerations—Passive Foreign Investment Company Rules.*"

***If a U.S. person is treated as owning 10% or more of the ADSs or ordinary shares, such person may be subject to adverse U.S. federal income tax consequences.***

If a U.S. person is treated as owning 10% or more of the value or voting power of the ADSs or shares, such person generally will be treated as a “United States shareholder” with respect to each “controlled foreign corporation,” or “CFC,” in our group (if any). A CFC is a non-U.S. corporation more than 50% of the stock (by vote or value) of which is owned (directly, indirectly or constructively) by “United States shareholders.” We are not actually controlled by “United states shareholders” for purposes of the CFC rules. However, our non-U.S. subsidiaries may be treated as CFCs under certain ownership attribution rules because we have U.S. subsidiaries. A United States shareholder of a CFC may be subject to additional U.S. federal income tax liabilities and reporting requirements. We do not intend to monitor whether we are or any of our non-U.S. subsidiaries is treated as a CFC for any purpose of the U.S. Internal Revenue Code or whether any investor is treated as a United States shareholder with respect to any of these entities or to furnish to any United States shareholders any information that may be necessary to comply with any applicable CFC rules. U.S. investors should consult their tax advisers regarding the potential application of these rules in their particular circumstances.

#### **Item 4. Information on the Company**

##### **A. History and Development of the Company**

Technip Energies was originally incorporated in October 2019 as a private limited liability company wholly and directly owned by TechnipFMC. Technip Energies was converted into a public limited liability company (naamloze vennootschap) incorporated and operating under the laws of the Netherlands on January 31, 2021. In February 2021, TechnipFMC completed the Spin-off of its Technip Energies business segment (including Genesis), Loading Systems and Cybernetix. The business of the Company is focused on engineering and technology for energy transition through a broad array of activities, including in Liquefied Natural Gas (“LNG”), hydrogen and ethylene, sustainable chemistry (biofuels, chemicals, circular economy), de-carbonization (energy efficiency, blue hydrogen, carbon capture, utilization and storage) and carbon free solutions (green hydrogen, offshore wind, nuclear).

Since February 16, 2021, Technip Energies’ ordinary shares trade on the Euronext Paris Stock Exchange, a regulated market. Technip Energies has also established a sponsored American Depositary Receipts (“ADR”) program in the United States at the time of the Spin-Off. The ADRs are not listed on any national securities exchange in the United States or quoted on any automated inter-dealer quotation system in the United States and trade over-the-counter.

Reference is also made to Annual Report 2021, section “Message from the Chairman,” on pages 2-3 and section “Message from the Chief Executive Officer” on pages 4-5, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

The table below recaps the following information about the Company.

<b>Legal Name</b>	Technip Energies N.V.
<b>Commercial Name</b>	Technip Energies
<b>Date of Original Incorporation</b>	October 16, 2019
<b>Domicile</b>	2126, boulevard de la Défense, 92000 Nanterre , France
<b>Legal form</b>	Public limited liability company ( <i>naamloze vennootschap</i> )
<b>Legislation under which the Company operates</b>	Dutch law
<b>Country of incorporation</b>	The Netherlands
<b>Address and telephone number of principal place of business</b>	2126, boulevard de la Défense, 92000 Nanterre, France, +33 1 47 78 21 21



### **Important events**

Reference is made to Annual Report 2021, section “Message from the Chief Executive Officer” on pages 4-5, section 1, subsection “Key Events” on pages 22-27, section 2.3.2. “Main Project Delivery Projects under Execution in 2021” on page 46, section 2.4.6. “Major TPS Highlights in 2021” on pages 49-50, section 2.6.1. “Business Outlook” on pages 54-55, section 2.6.7. “Other matters,” page 71 and 9.1.6. “Notes to Consolidated Financial Statements – Note 32. Subsequent events,” included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

### **Principal capital expenditures and divestitures**

The Company did not have principal capital expenditures or divestitures from the date of its original incorporation to the date of this Form 20-F and no principal capital expenditures or divestitures are currently in progress.

### **Public takeover offers**

No public takeover offers in respect of the Company’s shares or by the Company in respect of other companies’ shares occurred during 2021 or to date.

The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC (<http://www.sec.gov>). The website of the Company is <http://technipenergies.com>.

## **B. Business Overview**

Technip Energies is a leading Engineering & Technology company for the energy transition, with leadership positions in LNG, hydrogen and ethylene as well as growing market positions in blue and green hydrogen, sustainable chemistry and CO<sub>2</sub> management. The Company benefits from its robust project delivery model supported by an extensive technology, products and services offering.

Operating in 34 countries, the Company’s 15,000 people are fully committed to bringing its clients’ innovative projects to life, breaking boundaries to accelerate the energy transition for a better tomorrow. Technip Energies is positioned to play a critical role in assisting its clients reach their net zero targets as they reconcile rising global demand for energy, increasingly stringent environmental and climate targets, rising social and political pressures and the need for affordable and reliable energy supply. The Company offers solutions to meet these challenges through its emerging clean energy technologies, its array of tools to lower traditional industries emissions, and its decarbonizing solutions for the global energy chain, all of which allow its clients to diversify their offerings without diluting company returns.

The Company offers a comprehensive portfolio of technologies, products, projects, and services with capabilities spanning across early studies, technology licensing, proprietary equipment, and project management to full engineering and construction. It supports gas monetization, ethylene, hydrogen, refining, petrochemicals and polymers, fertilizers, and other activities, such as mining and metals, life sciences, floating offshore wind, renewables, and nuclear.

Reference is also made to the Annual Report 2021, section 1, subsection “Technip Energies at a glance” on pages 8-9 and 2.1. “Long-term value creation” on pages 32-33, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

## **Main categories of products sold and services performed, Segments, and Markets**

Reference is made to the Annual Report 2021, section 1, subsections “Technip Energies at a glance” on pages 8-9, “Energy Transition” on pages 14-17, “A focus on hydrogen” on pages 18-19, “A Focus on CO<sub>2</sub>” on pages 20-21, section 2.2. “Business lines to serve traditional and growth markets,” on pages 34-43, section 2.3. “Project Delivery” on pages 44-47 and section 2.4. “Technology, Products and Services,” on pages 47-50, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein. We have not introduced any significant new product or service during 2021.

For information by segment, see also our response under Item 5.A. of this Form 20-F.

Reference is also made to our Annual Report 2021, section 9. “Annual accounts,” section 9.1.6. “Notes to Consolidated Financial Statements – Note 3. Segment Information” and section 9.1.6. “Notes to Consolidated Financial Statements – Note 4.2. Disaggregation of Revenue,” included as exhibit 15.1 to this Form 20-F and incorporated by reference herein, for a breakdown of total revenues by category of activity and geographic market.

## **Seasonality**

The Company’s operating results are not subject to significant seasonality.

## **Raw materials**

Reference is made to section 4.3.2.1. “Inflation in the price of project inputs” of our Annual Report 2021 on page 103, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

## **Marketing channels**

The Company works on very large projects, some of which generate revenues in excess of €1 billion for which its expertise is well-known, and it relies on its reputation to secure the opportunity to bid on future major projects. As to marketing channels, it participates in industry conferences such as the J.P. Morgan Energy, Power & Renewables Conference where its CEO or other senior executives are invited to speak. The Company also participates in trade fairs such as the Gastech industry conference, the European Hydrogen Conference and the OTC Asia conference and exhibition, where it is able to showcase and present its products and solutions. This is important for newer developments in energy transition where the market is still in the process of being established.

## **Patents, material contracts and new manufacturing processes**

The Company is not dependent on any material patent or contract individually and has not implemented any new manufacturing process that is material to the Company’s business or profitability. Reference is also made to section 2.5.3. “Intellectual Property,” on page 54 of our Annual Report 2021, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein. Several of our commercial customer relationships are concentrated in Russia and Qatar (see also sections 4.3.1.4. “Geopolitical conditions, including as a result of the current situation in Ukraine, could have a material adverse effect on our operations and financial results,” page 102, excluding paragraphs captioned “How this risk is managed,” included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.) See also 4.3.1.5. “Due to the types of contracts we enter into and the markets in which we operate, the cumulative loss of several major contracts, customers, or alliances may have an adverse effect on our results of operations,” page 102, 4.3.4.3. “Our success will be affected by the use and protection of our proprietary technology,” pages 108-109 and 4.3.4.4. “Potential liabilities arising from equipment malfunctions, equipment misuse, personal injuries, and natural disasters, as well as uninsured claims and litigation against us, could have a material adverse effect on our business, results of operations, financial condition, or cash flows,” page 109 of our Annual Report 2021, excluding paragraphs captioned “How this risk is managed,” included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

## **Competitive position**

Any statement regarding our competitive position in this Form 20-F or incorporated by reference herein is, except where stated otherwise, based on management’s analysis and review of publicly available information. It also secures access to well recognized sources such as the International Energy Agency, IHS Markit, Woodmac, Rystad and the Hydrogen Council, some of which are on a paying subscription basis.

**Impact of regulation**

Please see our response under Item 5.A. – Governmental policies, in this Form 20-F.

**C. Organizational Structure**

Technip Energies N.V. is a holding company without direct business operations. The assets of Technip Energies N.V. are the equity interests that it directly and indirectly holds in its subsidiaries. For a description of our principal subsidiaries, reference is made to section 9.1.6. “Notes to Consolidated Financial Statements - Note 31.1. Principal subsidiaries”, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein. The table below shows Technip Energies’ significant subsidiaries for the year ended December 31, 2021:

Legal entity name	Country	Ownership % held
Technip Energies International B.V.	Netherlands	100
GYGAZ SNC	France	84.5

**D. Property, plants and equipment**

A number of material office facilities used by the Company are located in France and internationally in the United States, India, Australia, Malaysia and Italy, while the Company’s manufacturing facilities are located in France and India. There are no environmental issues that may affect the Company’s utilization of the property, plants and equipment/assets used by the Company. The Company has no material plans to construct, expand or improve its facilities.

The following table sets forth certain information regarding the Company’s major facilities.

Country	Location	Gross floor area (sqm)	Primary use	How assets are held
France	Nanterre, France	51300	Headquarters, Office	Leased
	La Garenne Colombes	17525	Office	Leased
	Sens	83000	Manufacturing	Owned
Italy	Marseille	40445	Manufacturing	Owned
	Rome	12200	Office	Owned
	Rome	12700	Office	Owned / Leased
	Rome	3300	Office	Leased
	Rome	4500	Office	Leased
	Rome	1700	Office	Owned
Malaysia	Kuala Lumpur	18535	Office	Leased
	Kuala Lumpur	8446	Office	Leased
India	Chennai, Taamil Nadu	17611	Office	Leased
	Mumbai, Maharashtra	9070	Office	Leased
	Dahej, Gujarat	116236	Manufacturing	Owned
United States of America	Houston, Texas	32510	Office	Leased
	Claremont, California	7414	Office	Leased

**Item 4A. Unresolved Staff Comments**

Not applicable.

**Item 5. Operating and Financial Review and Prospects**

*The following discussion and analysis should be read in conjunction with the rest of this Form 20-F and the documents incorporated by reference herein, including the Consolidated Financial Statements and accompanying notes, which are incorporated by reference herein and included in the Annual Report 2021. Except as otherwise stated, this Item 5 is based on the Consolidated Financial Statements, which are prepared in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB).*

**Rounding and negative amounts.** *Certain figures in this annual report on Form 20-F, including financial data, have been rounded. Accordingly, figures shown as totals in certain tables may not be an exact arithmetic aggregation of the figures which precede them.*

*In preparing the Consolidated Financial Statements, most numerical figures are presented in millions of euros. For the convenience of the reader, certain numerical figures in this annual report on Form 20-F are rounded to the nearest thousand.*

*The percentages (as a percentage of revenues or costs and period-on-period percentage changes) presented in the textual financial disclosure in this annual report on Form 20-F are derived directly from the financial information contained in the Consolidated Financial Statements. Such percentages may be computed using the numerical figures expressed in millions of euros in the Consolidated Financial Statements. Therefore, such percentages are not calculated on the basis of the financial information in the textual disclosure that has been subjected to rounding adjustments in this annual report on Form 20-F.*

*In tables, negative amounts are shown between brackets.*

**Currency.** All references in this section to “€” are to the single currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty on the functioning of the European Community, as amended from time to time. All references to “\$” are to the lawful currency of the United States.

## **A. Operating Results**

For a description of our business outlook, reference is made to the Annual Report 2021, section 2.6.1. “Business Outlook” on pages 54-55, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

### **Components of results of operations**

#### **Revenue**

The Company’s principal products and services can primarily be categorized as either Project Delivery activities or Technology, Products and Services activities. See our Annual Report 2021, section 2.3. “Project Delivery,” on pages 44-47 and section 2.4. “Technology, Products and Services” on pages 47-50, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

The Company’s Projects Delivery business provides comprehensive EPC delivery capability globally. The Company’s key capabilities leverage its operational and technical excellence as a global provider of EPC for the markets described in section 2.2. “Business lines to serve traditional and growth markets,” on pages 34-43, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein to serve traditional and growth markets.

The activities within the Company’s Technology, Products and Services businesses are more versatile, combining proprietary technologies with associated licensing fees and equipment such as LNG Loading Arms and associated knowledge-based services into a global business for ethylene, refining, petrochemicals, inorganic and specialty chemicals as well as gas monetization. From technology definition, early engagement through scope definition, advanced technologies and project lifecycle support, the Company works closely with customers to provide the optimal approach to maximize their return on investment. Consulting and services may be provided under the Company’s specialist consulting brand, Genesis, or through the Company’s project management consulting or engineering services business lines. Reference is also made to section 2.4. “Technology, Products and Services,” on pages 47-50, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

#### **Cost of sales**

The principal components of the Company’s cost of sales include: (i) contract procurement and sub-contract costs, (ii) staff costs on contracts, including salaries, bonuses, benefits and share-based compensation expense and facilities costs, and (iii) rental, utilities and maintenance costs.

#### **Selling, general and administrative expense**

Selling expenses primarily consist of costs incurred to win a contract including commercial teams costs, studies for the bidding process, tender preparation costs and advertising expenses.

General and administrative expenses consist mainly of salaries, bonuses, benefits and share-based compensation expense for the Company's management and administrative employees, professional services fees, office facilities and other support overhead costs.

**Research and development expense**

Research and development expenses include direct personnel, material, and service costs as well as certain indirect and other costs incurred in research and development activities.

**Impairment, restructuring and other expenses (income)**

Impairment, restructuring and other expenses primarily consist of costs incurred in connection with the implementation of restructuring plans to reduce costs and better align its workforce with anticipated activity levels.

**Other income (expense), net**

Other income (expense), net, mostly reflects foreign currency gains and losses, including gains and losses associated with the remeasurement of net cash positions.

**Share of profit (loss) of equity-accounted investees**

Share of profit (loss) of equity-accounted investees reflects the Company's percentage share of operating results from equity method investments. This typically represents a portion of project revenue for those projects that the Company performs as part of a joint venture and where it is a minority participant in the project joint venture.

**Financial income (expense), net**

Financial income (expense), net, mainly includes revaluation of Yamal Joint Venture Partners' MRL based on revised profitability estimates of the project. To a lesser extent, financial income (expense), net also comprises net proceeds from deposits of cash and cash equivalents.

**Income tax (expense)/profit**

Income tax (expense)/profit reflects management's best assessment of estimated future taxes to be paid, including current and deferred income taxes.

The Company's effective tax rate can fluctuate depending on the applicable country's mix of earnings, which may change based on changes in the jurisdictions in which the Company operates.

**Net profit (loss)**

In regards to net profit (loss) attributable to Technip Energies, the Company recorded a legal provision of €220.8 million in 2018 related to a DOJ investigation into offshore platform projects awarded between 2003 and 2007 executed in Brazil by a joint venture company in which the Company was a minority participant, and also certain other projects performed by the members of the Technip Energies Group in Brazil between 2002 and 2013. This provision (as discussed in our Annual Report 2021, section 7.2. "Compliance Investigations" on page 168, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein) was the primary driver of the net loss recognized in 2018, and was partially offset by the release of project contingencies associated with reaching key milestones. The increase in net profit in 2019 was a result of the aforementioned non-recurring legal provision recorded in 2018 coupled with solid execution on key projects which neared completion.

**Recent significant transactions**

The comparability of the year-to-year results of the Company's operations can be significantly affected by acquisitions and divestments and other transactions. The transactions of significance during 2021, 2020 and, 2019 are described below.

**Significant transactions in 2021**

On April 27, 2021, the Technip Energies Group's participation in Inocean AS was increased to 100% by acquiring the remaining 49% of Inocean AS that the Group did not already own for €2.0 million. Inocean AS was already fully consolidated. The carrying amount of non-controlling interest, at the date of acquisition, was €0.5 million.

The Group did not have any other significant acquisitions and divestitures during the twelve months ended December 31, 2021.

**Significant transactions in 2020**

On October 7, 2020, the Company signed a Memorandum of Understanding with McPhy Energy S.A. ("McPhy"), a leading manufacturer and supplier of carbon-free hydrogen production and distribution equipment, pursuant to which the Company and McPhy would jointly work on technology development and project implementation. On October 14, 2020, the Company purchased 638,297 shares of McPhy, representing a 2.29% capital interest in McPhy, for aggregate consideration of €15 million as part of a private placement offering by McPhy. Pursuant to the share subscription agreement executed by the Company and McPhy in connection with such private placement, the Company has one representative on McPhy's Board of Directors.

**Significant transactions in 2019**

On June 25, 2019, TechnipFMC announced a global resolution to pay a total of \$301.3 million to the U.S. Department of Justice ("DOJ") and the Brazilian authorities (the Federal Prosecution Service ("MPF"), the Comptroller General of Brazil ("CGU") and the Attorney General of Brazil ("AGU")) to resolve certain anti-corruption investigations, of which \$281.3 million is related to the Technip Energies Business.

**Results of operations**

The tables below set out the results of operations of the Company for the years ended December 31, 2021, 2020 and 2019.

(In millions of €)	<u>December 31, 2021</u>	<u>December 31, 2020</u>	<u>December 31, 2019</u>
	(In millions of €)		
<b>Revenue</b>	<b>6,433.7</b>	<b>5,748.5</b>	<b>5,768.7</b>
<b>Costs and expenses</b>			
Cost of sales	(5,521.4)	(4,734.4)	(4,518.0)
Selling, general and administrative expense	(300.7)	(364.2)	(406.9)
Research and development expense	(38.6)	(38.1)	(42.0)
Impairment, restructuring and other expenses (income)	(32.0)	(96.3)	(92.8)
Other income (expense), net	15.0	(1.9)	(38.7)
<b>Operating profit (loss)</b>	<b>556.0</b>	<b>513.6</b>	<b>670.3</b>
Share of profit (loss) of equity-accounted investees	33.1	4.0	2.9
<b>Profit (loss) before financial expense, net and income taxes</b>	<b>589.1</b>	<b>517.6</b>	<b>673.2</b>
Financial income	16.6	24.8	65.2
Financial expense	(218.4)	(208.9)	(400.0)
<b>Profit (loss) before income taxes</b>	<b>387.3</b>	<b>333.5</b>	<b>338.4</b>
Income tax (expense)/profit	(126.7)	(113.4)	(185.2)
<b>Net profit (loss)</b>	<b>260.6</b>	<b>220.1</b>	<b>153.2</b>
Net (profit) loss attributable to non-controlling interests	(16.0)	(13.3)	(6.9)
<b>NET PROFIT (LOSS) ATTRIBUTABLE TO TECHNIP</b>	<b>244.6</b>	<b>206.8</b>	<b>146.3</b>

**Year ended December 31, 2021 compared to year ended December 31, 2020**

**Revenue**

The Company's revenue increased by 11.9%, or €685.2 million, to €6,433.7 million for the year ended December 31, 2021, from €5,748.5 million for the year ended December 31, 2020 due to the continued activity increase on Arctic LNG 2, combined with the ramp up of recently awarded LNG projects, more than offset by a lower contribution of maturing downstream and petrochemicals projects in the Americas, Middle-East and India.

	Year ended December 31,		
	2021	2020	change
	(In millions of €)		
Project Delivery	5,132.5	4,687.9	9.5%
Technology, Products and Services	1,301.2	1,060.6	22.7%
<b>Total Revenue</b>	<b>6,433.7</b>	<b>5,748.5</b>	<b>11.9%</b>

Project Delivery revenues increased by 9.5%, despite the challenging market conditions related to the COVID-19 pandemic, which included restrictions in some areas of operation, as well as logistics constraints. Revenues benefited from significant activity on our Arctic LNG 2 project and increased activity in recently awarded LNG and downstream projects, which offset lower revenue from maturing downstream projects in the Americas and India.

The increase in Technology, Products and Services by 22.7% is driven by growth in services and process technology activity, including licensing, proprietary equipment (notably for PBAT, a biodegradable polymer, and ethylene), and sustainable chemistry, as well as loading systems and continued to benefit from a sustained period of strong order intake.

In terms of geographic location, the increase in revenue is primarily attributable to the Europe & Russia and Africa & Middle East regions. The following table sets forth our revenue by geographic location for the years ended December 31, 2021 and 2020.

	Year ended December 31,		
	2021	2020	change
	(In millions of €)		
Europe & Russia	3,592.5	2,754.7	30.4%
Africa & Middle East	1,394.0	1,172.6	18.9%
Asia Pacific	867.9	960.2	(9.6)%
Americas	579.3	861.0	(32.7)%
<b>Total Revenue</b>	<b>6,433.7</b>	<b>5,748.5</b>	<b>11.9%</b>

Our revenue in Europe & Russia increased by 30.4% to €3,592.5 million mainly due to the increased activity in the Arctic LNG 2 project.

Africa & Middle East revenues increased by 18.9%, or €221.4 million, mainly due to the award of the Qatar NFE project in the first quarter of 2021.

These increases were partially offset by a 9.6% decrease, or €92.3 million, in the Asia Pacific region, which is primarily due to a portfolio of projects reaching their maturity and a 32.7% or €281.7 million decrease in the Americas primarily driven by the completion of the Blade EPC project in 2020.

**Cost of sales**

Cost of sales increased by 16.6%, or €787.0 million, to €5,521.4 million for the year ended December 31, 2021, from €4,734.4 million for the year ended December 31, 2020. The increase is directly related to the evolution of the projects detailed above under "Revenue" part.

**Selling, general and administrative expense**

Selling, general and administrative expense decreased by 17.4%, or €63.5 million, to €300.7 million for the year ended December 31, 2021, from €364.2 million for the year ended December 31, 2020, due to a decrease of the tendering activity and a decrease of General and Administrative costs as a result of the cost reduction initiative launched in 2020 combined with the new company's cost structure setup.

### **Research and development expense**

Research and development expense increased by 1.3%, or €0.5 million, to €38.6 million for the year ended December 31, 2021, from €38.1 million for the year ended December 31, 2020, with a continuous focus on further development of the Process Technology portfolio, with notable activity in the energy transition domains of hydrogen and sustainable chemistry. In addition, investments continued on digitalization initiatives to enhance project delivery and services capability.

For further information on the Company's research and development policies and additional product information, see our Annual Report 2021, section 2.5. "Research and Technology," on pages 51-53, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

### **Impairment, restructuring and other expense (income)**

Impairment, restructuring and other expense (income) decreased by 66.8%, or €64.3 million, to an expense of €32.0 million for the year ended December 31, 2021, from an expense of €96.3 million for the year ended December 31, 2020, primarily due to severance and COVID-19 costs recorded as a one-off in 2020 partially offset by increase of the separation costs linked to the spin-off activities occurred in 2021.

### **Other income (expense), net**

Other expense, net, increased by €16.9 million to a net income of €15.0 million for the year ended December 31, 2021 from a net expense of €1.9 million for the year ended December 31, 2020. The increase is mainly coming from the variation of foreign currency (loss) gain.

### **Share of profit (loss) of equity-accounted investees**

Share of profit (loss) of equity-accounted investees increased by €29.1 million, to €33.1 million for the year ended December 31, 2021 from €4.0 million for the year ended December 31, 2020. Most of the variation between 2020 and 2021 is explained by the achievement of milestones on the project Coral FLNG.

### **Financial income (expense), net**

Financial expense, net increased by 9.6%, or €17.7 million, from a net expense of €184.1 million in 2020 to a net expense of €201.8 million in 2021. The variation is explained by the decrease in interest incomes generated on amounts deposited as well as higher interest expenses notably due to the new financing of the Group.

### **Income tax (expense)/profit**

Income tax increased by 11.7%, or €13.3 million, from €113.4 million for the year ended December 31, 2020 to €126.7 million for the year ended December 31, 2021. This increase is proportionate to the increase of the income before tax and reflects an effective tax rate of 32.7% versus 34.0% in 2020. The decrease in the effective tax rate is largely explained by the decrease in the French income tax rate (from 32.02% to 28.41%) and a favorable mix of earnings (i.e. breakdown of the countries from which the Company sources earnings) weighted by incremental taxes, such as non-creditable foreign withholding taxes or local tax reported as income tax.

### **Year ended December 31, 2020 compared to year ended December 31, 2019**

Consolidated Financial Statements for the period from January 1 to December 31, 2021 include comparative information (for the years 2020 and 2019) extracted from Technip Energies' Combined financial statements. Information for these periods constitute the Technip Energies Group's Consolidated Financial Statements at December 31, 2021.

### **Revenue**

The Company's revenue decreased by 0.4%, or €20.2 million, to €5,748.5 million for the year ended December 31, 2020, from €5,768.7 million for the year ended December 31, 2019.



The contribution from Yamal LNG to the Company's revenues decreased as compared to the year ended December 31, 2019 as a result of the project nearing completion. The decrease was more than offset by increasing revenue contributions from the main EPC projects signed in 2019, notably Arctic LNG 2, BP Tortue Gas FPSO, Exxon Beaumont Refinery Expansion Project and from the MIDOR refinery extension and modernization project.

The revenue decrease in Technology, Products and Services was mainly driven by certain historical furnaces technology contracts nearing completion. It was partially offset by the diversification of new technologies and competencies in renewable technologies, including revenues relating to the Company's Neste Singapore Renewable Products Expansion Project and services relating to the Company's Biomass-to-Liquid (BTL) projects in Sweden & Finland.

	Year ended December 31,		
	2020	2019	change
	(In millions of €)		
Project Delivery	4,687.9	4,565.5	2.7%
Technology, Products and Services	1,060.6	1,203.2	(11.9)%
<b>Total Revenue</b>	<b>5,748.5</b>	<b>5,768.7</b>	<b>(0.4)%</b>

Project Delivery revenues increased by 2.7% primarily due to the continued increased activity in the Arctic LNG 2 project and solid progress across a portfolio of projects in procurement and construction phases, which offset a decline in revenue due to the Yamal LNG project.

The decrease in Technology, Products and Services of 11.9% was primarily driven by the impact of COVID-19.

In terms of geographic location, the revenue mix remained stable, with the increase in the Europe & Russia and Americas regions balancing the decrease in the Africa & Middle East and Asia Pacific regions. The following table sets forth our revenue by geographic location for the years ended December 31, 2020 and 2019.

	Year ended December 31,		
	2020	2019	change
	(In millions of €)		
Europe & Russia	2,754.7	2,603.9	5.8%
Africa & Middle East	1,172.6	1,445.1	(18.9)%
Asia Pacific	960.2	1,023.1	(6.1)%
Americas	861.0	696.6	23.6%
<b>Total Revenue</b>	<b>5,748.5</b>	<b>5,768.7</b>	<b>(0.4)%</b>

Europe & Russia revenues increased by 5.8%, or €150.8 million, due to the Arctic LNG 2 project ramp-up and proceeding to procurement and construction phases.

Africa & Middle East revenues decreased by 18.9%, or €272.5 million, with mature projects nearing completion.

Asia Pacific revenues decreased by €62.9 million due to the Prelude FLNG project nearing completion.

Americas revenues increased by 23.6%, or €164.4 million, due to new project awards signed in the prior year.

#### Cost of sales

Cost of sales increased by 4.8%, or €216.4 million, to €4,734.4 million for the year ended December 31, 2020 from €4,518.0 million for the year ended December 31, 2019. This increase is directly related to the evolution of the projects detailed above under "Revenue" part with an incremental profitability of the project portfolio.

**Selling, general and administrative expense**

Selling, general and administrative expense decreased by 10.5%, or €42.7 million, to €364.2 million for the year ended December 31, 2020 from €406.9 million for the year ended December 31, 2019. This decrease is mainly a result of the expenses reduction after a series of cost reduction initiatives implemented in response to the deteriorated market environment driven in part by COVID-19 pandemic.

**Research and development expense**

Research and development expense decreased by 9.3%, or €3.9 million, to €38.1 million for the year ended December 31, 2020 from €42.0 million for the year ended December 31, 2019, with a continuous focus on further development of the Process Technology portfolio, with notable activity in the energy transition domains of hydrogen and sustainable chemistry. In addition, investments continued on digitalization initiatives to enhance project delivery and services capability.

For further information on the Company's research and development policies and additional product information, see our Annual Report 2021, section 2.5. "Research and Technology," on pages 51-53, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

**Impairment, restructuring and other expenses (income)**

Impairment, restructuring and other expenses (income) increased by 3.8%, or €3.5 million, to an expense of €96.3 million for the year ended December 31, 2020 from an expense of €92.8 million for the year ended December 31, 2019. This increase consisted primarily of one-off costs associated with the cost reduction program, separation costs related to the spin-off transaction, and direct COVID-19 expenses.

**Other income (expense), net**

Other expense, net, decreased by €36.8 million to a net expense of €1.9 million for the year ended December 31, 2020 from a net expense of €38.7 million for the year ended December 31, 2019. This decrease resulted mainly from the DOJ litigation recorded in December 31, 2019. See also our Annual Report 2021, section 2.6.7. "Other matters," page 71, included as Exhibit 15.1 to this Form 20-F and incorporated by reference herein.

**Share of profit (loss) of equity-accounted investees**

Share of profit (loss) of equity-accounted investees increased by €1.1 million, to €4.0 million for the year ended December 31, 2020 from €2.9 million for the year ended December 31, 2019. The increase is mainly due to gains on foreign exchange on the BAPCO project.

**Financial income (expense), net**

Financial expense, net decreased by 45.0%, or €150.7 million, from a net expense of €(334.8) million in 2019 to a net expense of €(184.1) million in 2020 primarily due to the decrease of the revaluation of Yamal Joint Venture Partners' MRL as the profitability of the Yamal LNG project declined in 2020.

**Income tax (expense)/profit**

Income tax decreased by 38.8%, or €71.8 million, from €185.2 million for the year ended December 31, 2019 to €113.4 million for the year ended December 31, 2020.

The provision for income taxes for the twelve months ended 31 December 2020 and 2019 reflected effective tax rates of 34.0% and 54.7% respectively. This decrease was due to the combined effects of the decrease in the French income tax standard rate (from 34.43% to 32.02%) and a favorable mix of forecasted earnings with a decrease of non-deductible provisions, as well as tax contingencies.

The effective tax rate can fluctuate depending on the breakdown of the countries from which the Company sources earnings, as the foreign earnings of the Company are generally subject to different tax rates than the rate applicable in France.

**Order Intake and Backlog**

**Order Intake** represents the estimated sales value of confirmed customer orders received during the reporting period. For service or consulting contracts in which the customer is charged a fixed rate based on the time spent that corresponds to the value transferred to the customer, the Company recognizes Order Intake when it has the right to invoice as service has been rendered.

	<u>2021</u>	<u>2020</u>	<u>2019</u>
	<u>(In millions of €)</u>		
Order Intake	10,383.3	4,355.0	11,866.6

**Order Intake** at December 31, 2021 increased by €6,028.3 million compared to December 31, 2020 benefiting from major award for the Qatar North Field Expansion and downstream projects in U.A.E. and India.

**Order Intake** at December 31, 2020 decreased by €7,511.6 million compared to December 31, 2019 due mainly to recognition of the Arctic LNG 2 project order intake recognized in the second quarter of 2019 which was partially offset by significant awards in LNG and downstream which occurred in the second semester of 2020.

**Order Backlog** is calculated as the estimated sales value of unfilled, confirmed customer orders at the reporting date. For more information on Order Backlog, see our Annual Report 2021, section 9.1.6. "Notes to Consolidated Financial Statements - Note 4.4. Transaction price allocated to the remaining unsatisfied performance obligations," included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

**Order Backlog** is recognized for both lump-sum turnkey contracts, as well as reimbursable contracts up to the firm contract amount agreed with the client that is expected to be recovered from the client to satisfy the Company's performance obligation.

	<u>2021</u>	<u>2020</u>	<u>2019</u>
	<u>(In millions of €)</u>		
Order Backlog	15,916.9	11,491.0	13,676.4

**Order Backlog** at December 31, 2021 increased by €4,425.9 million compared to December 31, 2020 due mainly to the major award of the Qatar North Field Expansion and downstream projects in U.A.E.

**Order Backlog** at December 31, 2020 decreased by €2,185.4 million compared to December 31, 2019 primarily due to the recognition of the Arctic LNG 2 project increasing significantly Order Backlog as of end of 2019 and the limited final investment decisions taken in the first half of 2020 amidst the COVID-19 pandemic and service orders booked in the period were lower than revenues.

**Non-IFRS Financial Measures****Definitions**

Certain parts of this annual report on Form 20-F contain the following non-IFRS financial measures: Adjusted Recurring EBIT, Adjusted Recurring EBITDA, Adjusted net (debt) cash, Adjusted Order Backlog, and Adjusted Order Intake, which are not recognized as measures of financial performance or liquidity under IFRS.

The non-IFRS financial measures presented are not measures of financial performance under IFRS, but measures used by management to monitor the underlying performance of the Company's business and operations and, accordingly, they have not been audited or reviewed. Further, they may not be indicative of the Company's historical operating results, nor are such measures meant to be predictive of the Company's future results. These non-IFRS financial measures are presented in this annual report on Form 20-F because management considers them important supplemental measures of the Company's performance and believes that similar measures are widely used in the industry in which the Company operates as a means of evaluating a company's operating performance and liquidity.

However, not all companies calculate non-IFRS financial measures in the same manner or on a consistent basis. As a result, these measures and ratios may not be comparable to measures used by other companies under the same or similar names. Accordingly, undue reliance should not be placed on the non-IFRS financial measures contained in this annual report on Form 20-F and they should not be considered as a substitute for revenue, operating profit for the year, cash flow or other financial measures computed in accordance with IFRS.

The presentation of the non-IFRS financial measures in this annual report on Form 20-F should not be construed as an implication that the Company's future results will be unaffected by exceptional or non-recurring items.

The non-IFRS financial measures should be considered together with the Consolidated Financial Statements.

The non-IFRS financial measures are determined by integrating line by line for their respective share incorporated construction project entities that are not fully owned by the Company, as follows:

- Jointly controlled entities or equity affiliates accounted for under the equity method under IFRS, are contributing line by line at their respective proportionate share, reflecting the portion owned by the Company. Over the periods presented in this annual report on Form 20-F, the entities for which adjustments are performed are ENI CORAL FLNG, BAPCO Sitra Refinery and Arctic LNG 2. The entities are accounted for under the equity method under IFRS and are included line by line at 50%, 36% and 33.3% respectively, proportionally to the Company's share. From 2020, the limited value engineering scope of the Rovuma project is accounted for under the equity method under IFRS and the Company's 33.3% proportional share is consolidated in the applicable line items. From 2021, Nova energies entity and two affiliates of the NFE joint venture are accounted for under the equity method under IFRS and Company's 50% proportional share is consolidated in the applicable line items.
- Controlled entities fully consolidated under IFRS and where non-controlling interests exceed 25% are contributing proportionally in the non-IFRS financial measures to reflect the Company's share in these entities. As of and for all the periods presented in this annual report on Form 20-F, an adjustment is performed for Yamal LNG, which is included line by line at 50%, proportionally to the Company's share, whereas under IFRS the entity is fully consolidated over these periods.

Each of the non-IFRS financial measures is defined below:

- **Adjusted Revenue:** Adjusted Revenue represents the revenue recorded under IFRS as adjusted according to the method described below. For the periods presented in this document, the Company's proportionate share of joint venture revenue from the following projects was included: the revenue from ENI CORAL FLNG, Yamal LNG and NFE is included at 50%, the revenue from BAPCO Sitra Refinery is included at 36%, the revenue from the in-Russia construction and supervision scope of Arctic LNG 2 is included at 33.3%, the revenue from the joint-venture Rovuma is included at 33.3%, the revenue from Nova Energies is included at 50%. The Company believes that presenting the proportionate share of its joint-venture revenue in construction projects carried out in joint arrangements enables management and investors to better evaluate the performance of the Company's core business period-over-period by assisting them in more accurately understanding the activities actually performed by the Company on these projects.
- **Recurring EBIT:** Recurring EBIT represents the profit before financial expense, net and income taxes recorded under IFRS less items considered as non-recurring: including (i) COVID-19 costs, (ii) merger transaction and integration costs incurred in the context of the merger between Technip and FMC Technologies until 2019 and separation costs associated with the Spin-off transaction, (iii) restructuring expenses, (iv) gain/loss from discontinued operations, and (v) costs arising out of significant litigation that have arisen outside of the ordinary course of business. The Company believes that the exclusion of these expenses or profits from EBIT enables investors and management to more effectively evaluate the Company's operations and consolidated results of operations period-over-period, and to identify operating trends that could otherwise be masked to both investors and management by the excluded items.
- **Adjusted Recurring EBIT:** Adjusted Recurring EBIT represents Recurring EBIT as adjusted to reflect, line-by-line for their respective share, incorporated construction project entities that are not fully owned by the company (applying the method described under Adjusted Revenue). The Company believes that the exclusion of these expenses or profits from these financial measures enables investors and management to more effectively evaluate the Company's operations and consolidated results of operations period-over-period, and to identify operating trends that could otherwise be masked to both investors and management by the excluded items.

- **Adjusted Recurring EBITDA:** Adjusted Recurring EBITDA corresponds to the Adjusted Recurring EBIT as described above after deduction of depreciation and amortization expenses and as adjusted to reflect for their respective share construction project entities that are not fully owned by the Company. The Company believes that the exclusion of these expenses or profits from these financial measures enables investors and management to more effectively evaluate the Company's operations and consolidated results of operations period-over-period, and to identify operating trends that could otherwise be masked to both investors and management by the excluded items.
- **Adjusted Order Intake:** Order intake corresponds to signed contracts which have come into force during the reporting period. Adjusted Order Intake adds the proportionate share of orders signed related to equity affiliates (ENI Coral FLNG, BAPCO Sitra Refinery, Arctic LNG 2 for the In-Russia construction and supervision scope, the joint-venture Rovuma, two affiliates of the NFE joint-venture, and the Nova Energies joint venture) and restates the share of order intake attributable to the non-controlling interests in Yamal LNG. This financial measure is closely connected with the Adjusted Order Backlog in the evaluation of the level of the Company's forthcoming activities by presenting its proportionate share of contracts which came into force during the period and that will be performed by the Company.
- **Adjusted Order Backlog:** Order backlog is calculated as the estimated sales value of unfilled, confirmed customer orders at the relevant reporting date. Adjusted Order Backlog takes into account the Company's proportionate share of order backlog related to equity affiliates (ENI Coral FLNG, BAPCO Sitra Refinery, Arctic LNG 2 for the In-Russia construction and supervision scope, the joint venture Rovuma, two affiliates of the NFE joint-venture, and the Nova Energies joint-venture) and restates the share of order backlog related to the Company's non-controlling interest in Yamal LNG. The Company believes that the Adjusted Order Backlog enables management and investors to evaluate the level of the Company's core business forthcoming activities by including its proportionate share in the estimated sales coming from construction projects in joint arrangements.
- **Adjusted net (debt) cash:** Adjusted net (debt) cash reflects cash and cash equivalents, net of debt (including short term debt and loans due to/due from the TechnipFMC Group), as adjusted according to the method described above under Adjusted Revenue. Management uses this APM to evaluate the Company's capital structure and financial leverage. The Company believes Adjusted net debt (if debtor), or Adjusted net cash (if creditor), is a meaningful financial measure that may assist investors in understanding the Company's financial condition and recognizing underlying trends in its capital structure.

**Projects Delivery - Adjusted IFRS**

	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>% change</b>
	<b>(In millions of €)</b>		
Revenue	5,132.5	4,687.9	9.5%
Adjustments <sup>(1)</sup>	231.9	266.0	(12.8)%
Adjusted revenue	5,364.4	4,953.9	8.3%
EBIT	529.2	547.9	(3.4)%
Adjustments <sup>(2)</sup>	2.3	(40.1)	(105.7)%
Recurring EBIT	531.5	507.8	4.7%
Adjustments <sup>(1)</sup>	(189.5)	(181.4)	4.5%
Adjusted recurring EBIT	342.0	326.4	4.8%
<b>Adjusted Recurring EBIT Margin %</b>	<b>6.4%</b>	<b>6.6%</b>	<b>(20) bps</b>

(1) For an explanation of the adjustments see "Non-IFRS Financial Measures– Definitions" section above.

(2) Recurring EBIT represents the profit before financial expense, net and income taxes recorded under IFRS less items considered as non-recurring: including (i) COVID-19 costs, (ii) merger transaction and integration costs incurred in the context of the merger between Technip and FMC Technologies until 2019 and separation costs associated with the Spin-off transaction, (iii) restructuring expenses, (iv) gain/loss from discontinued operations, and (v) costs arising out of significant litigation that have arisen outside of the ordinary course of business. The Company believes that the exclusion of these expenses or profits from EBIT enables investors and management to more effectively evaluate the Company's operations and consolidated results of operations period-over-period, and to identify operating trends that could otherwise be masked to both investors and management by the excluded items.

**Adjusted Revenue** increased year-on-year by 8.3% to €5,364.4 million. This growth was achieved despite the testing external environment related to the pandemic, which included restrictions in some areas of operation, as well as constraints around logistics. Revenues benefited from significant activity on Arctic LNG 2, the ramp-up of recently awarded LNG and downstream projects. This more than offset lower contributions year-on-year from maturing downstream projects in the Americas and India.

**Adjusted Recurring EBIT** increased year-on-year by 4.8% to €342.0 million.

**Adjusted Recurring EBIT margin** slightly declined by 20 basis points to 6.4% largely due to growth in revenues from major projects in an early stage and corporate costs that have been more fully allocated to the operating segment. This was partially offset by projects in completion phase in Africa, the Middle East and Europe, as a contribution from Yamal LNG as it progresses through the warranty phase and a lower indirect cost base overall. The contribution from Yamal LNG was broadly flat year-over-year as it progresses through the warranty phase. For 2021, direct expenses relating to COVID-19 were absorbed within Adjusted Recurring EBIT (in 2020 COVID-19 expenses were excluded from Adjusted Recurring EBIT).

	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>change</b>
	<b>(In millions of €)</b>		
Order Intake	9,055.8	3,159.0	5,896.8
Adjustments <sup>(1)</sup>	(584.3)	(63.1)	(521.2)
<b>Adjusted Order Intake</b>	<b>8,471.5</b>	<b>3,095.9</b>	<b>5,375.6</b>

<sup>(1)</sup> For an explanation of the adjustments see “*Non-IFRS Financial Measures – Definitions*” section above.

**Adjusted Order Intake** at December 31, 2021 increased by €5,375.6 million compared to December 31, 2020 benefiting from major award for the Qatar North Field Expansion and downstream projects in U.A.E. and India.

	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>change</b>
	<b>(In millions of €)</b>		
Order Backlog	14,671.4	10,392.0	4,279.4
Adjustments <sup>(1)</sup>	472.6	1,254.4	(781.8)
<b>Adjusted Order Backlog</b>	<b>15,144.0</b>	<b>11,646.4</b>	<b>3,497.6</b>

<sup>(1)</sup> For an explanation of the adjustments see “*Non-IFRS Financial Measures – Definitions*” section above.

**Adjusted Order Backlog** at December 31, 2021 increased by €3,497.6 million compared to December 31, 2020 explained by the increase of Adjusted Order Intake partially offset by the continued Arctic LNG 2 project execution.

**Technology, Products & Services (TPS) - Adjusted IFRS**

	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>% change</b>
	<b>(In millions of €)</b>		
Revenue	1,301.2	1,060.6	22.7%
Adjustments <sup>(1)</sup>	1.5	—	—
<b>Adjusted Revenue</b>	<b>1,302.8</b>	<b>1,060.6</b>	<b>22.8%</b>
EBIT	118.0	62.5	88.8%
Adjustments <sup>(2)</sup>	1.2	23.4	(94.9)%
Recurring EBIT	119.2	86.0	38.6%
Adjustments <sup>(1)</sup>	0.1	—	—
Adjusted Recurring EBIT	119.3	86.0	38.7%
<b>Adjusted Recurring EBIT Margin %</b>	<b>9.2%</b>	<b>8.1%</b>	<b>110 bps</b>

(1) For an explanation of the adjustments see “Non-IFRS Financial Measures– Definitions” section above.

(2) Recurring EBIT represents the profit before financial expense, net and income taxes recorded under IFRS less items considered as non-recurring: including (i) COVID-19 costs, (ii) merger transaction and integration costs incurred in the context of the merger between Technip and FMC Technologies until 2019 and separation costs associated with the Spin-off transaction, (iii) restructuring expenses, (iv) gain/loss from discontinued operations, and (v) costs arising out of significant litigation that have arisen outside of the ordinary course of business. The Company believes that the exclusion of these expenses or profits from EBIT enables investors and management to more effectively evaluate the Company’s operations and consolidated results of operations period-over-period, and to identify operating trends that could otherwise be masked to both investors and management by the excluded items.

**Adjusted Revenue** increased year-on-year by 22.8% to €1,302.8 million, driven by growth in services and Process Technology activity including licensing, proprietary equipment (notably for PBAT, a biodegradable polymer, and ethylene), and Sustainable Chemistry, as well as Loading Systems which continues to benefit from a sustained period of strong order intake.

**Adjusted Recurring EBIT** increased year-on-year by 38.7% to €119.3 million.

**Adjusted Recurring EBIT margin** increased year-on-year by 110 basis points to 9.2%, benefiting from higher activity levels and revenue contribution from Process Technology and services, as well as growth in aftermarket services for Loading Systems including repair and revamp work.

	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>change</b>
	<b>(In millions of €)</b>		
Order Intake	1,327.5	1,196.0	131.5
Adjustments <sup>(1)</sup>	(9.1)	—	(9.1)
<b>Adjusted Order Intake</b>	<b>1,318.4</b>	<b>1,196.0</b>	<b>122.4</b>

(1) For an explanation of the adjustments see “Non-IFRS Financial Measures– Definitions” section above.

**Adjusted Order Intake** at December 31, 2021 increased by €122.4 million compared to December 31, 2020 benefiting from new contracts in Europe notably around Biofuels and added value services in Gas processing and CO<sub>2</sub> capture.

	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>change</b>
	<b>(In millions of €)</b>		
Order Backlog	1,245.6	1,098.6	147.0
Adjustments <sup>(1)</sup>	(1.2)	—	(1.2)
<b>Adjusted Order Backlog</b>	<b>1,244.3</b>	<b>1,098.6</b>	<b>145.7</b>

**Adjusted Order Backlog** at December 31, 2021 increased by €145.7 million compared to December 31, 2020 following the growth on Adjusted Order Intake.

(1) For an explanation of the adjustments see “Non-IFRS Financial Measures– Definitions” section above.

**Corporate and other items**

	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>change</b>
	<b>(In millions of €)</b>		
EBIT	(58.1)	(92.9)	34.8
Adjustments <sup>(1)</sup>	28.4	31.1	(2.7)
Recurring EBIT	(29.7)	(61.7)	32.0
Adjustments <sup>(2)</sup>	(0.6)	3.2	(3.8)
<b>Adjusted Recurring EBIT</b>	<b>(30.3)</b>	<b>(58.5)</b>	<b>28.2</b>

<sup>(1)</sup>Adjustments are mainly made of non-recurring items such as separation costs in 2021 and restructuring or COVID-19 costs for the year ended December 31, 2020.

<sup>(2)</sup> For an explanation of the adjustments see “*Non-IFRS Financial Measures– Definitions*” section above.

**Adjusted Recurring EBIT** decreased year-on-year by 48.2% to €(30.3) benefiting from a fuller allocation to the operating segments and foreign exchange impact.

**Adjusted net (debt) cash**

The following table provides a reconciliation of the Company’s Adjusted Cash and cash equivalents to Adjusted net (debt) cash, utilizing details of classifications from the Company’s consolidated statement of financial position:

	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>change</b>
	<b>(In millions of €)</b>		
Cash and cash equivalents	3,638.6	3,189.7	448.9
Adjustments <sup>(1)</sup>	171.5	(125.3)	296.8
Adjusted cash and cash equivalents	3,810.1	3,064.4	745.7
Less: Adjusted debt	683.3	402.3	281.0
Less: Adjusted loans due to TechnipFMC	-	77.2	(77.2)
Add: Adjusted loans due from TechnipFMC	-	121.8	(121.8)
<b>Adjusted Net (Debt) Cash</b>	<b>3,126.8</b>	<b>2,706.7</b>	<b>420.1</b>

Adjusted net cash increased by 16% or €420.1 million between December 31, 2020 and 2021, from €2,706.7 million to €3,126.8 million primarily due to the climb by €745.7 million of adjusted cash and cash equivalents which effect is slightly compensated by the debt increase of €281.0 million (see our Annual Report 2021, section 9.1.6. “Notes to Consolidated Financial Statements – Note 22. Debt (Long and Short-Term),” included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

**Off-balance-sheet arrangements and contingent liabilities**

The Company has no uncombined special purpose financing or partnership entities or other off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on the Company’s financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors. See also our Annual Report 2021, section 9.1.6. “Notes to Consolidated Financial Statements – Note 29. Commitments and contingent liabilities,” included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.



**Impact of foreign currency fluctuations**

For purposes of mitigating the effect of changes in exchange rates, Technip Energies holds derivative financial instruments to hedge the risks of certain identifiable and anticipated transactions and recorded assets and liabilities in the condensed consolidated statement of financial position. For further information on foreign currency risk exposure and management, see our Annual Report 2021, section 9.1.6. “Notes to Consolidated Financial Statements – Note 26.2. Derivative financial instruments,” on pages 225-227 and section 9.1.6. “Notes to Consolidated Financial Statements – Note 28. Market related exposure,” included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

**Governmental policies**

Reference is made to the following sections of our Annual Report 2021: 3.1.3. “EU Taxonomy” on pages 79-80, 3.4.2. “Anti-Corruption and Anti-Bribery Compliance Controls – Other Compliance Requirements” on pages 89-90, 4.3.4.2. “Existing or future laws and regulations relating to greenhouse gas emissions and climate change, such as the EU Taxonomy regulation, may adversely affect our business” on page 108, 4.3.5.1. “Technip Energies N.V. is subject to the tax laws of numerous jurisdictions; challenges to the interpretation of, or future changes to, such laws could adversely affect it” (page 110), included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

**B. Liquidity and Capital Resources****General**

Cash management is centralized and the Company’s liquidity needs are mainly managed through internal cash pooling arrangements with a central treasury management subsidiary, T.EN Eurocash SNC. The Company’s cash and cash equivalents is comprised of cash held by Technip Energies legal entities. Cash and cash equivalents in the Consolidated Financial Statements reflect the ownership by the legal entities that are part of the Technip Energies Group.

At December 31, 2021, the Company had cash and cash equivalents of €3,638.6 million compared to €3,189.7 at December 31, 2020. At December 31, 2021, the Company has debt of €683.3 million compared to €402.4 million. For further details see our Annual Report 2021, section 9.1.6. “Notes to consolidated financial statements – Note 22. Debt (long and short-term),” included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

We believe our financial resources are sufficient to meet our present requirements.

**Cash flows**

Cash flows for the years ended December 31, 2021, 2020 and 2019 were as follows:

	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
		<b>(In millions of €)</b>	
Cash provided (required) by operating activities	934.4	836.8	1,006.4
Cash required (required) by investing activities	(53.0)	(52.0)	(36.8)
Cash provided (required) by financing activities	(558.6)	(1,315.4)	(1,120.7)
Effect of changes in foreign exchange rates on cash and cash equivalents	126.1	156.7	45.1
<b>(Decrease) Increase in cash and cash equivalents</b>	<b>448.9</b>	<b>(373.9)</b>	<b>(106.0)</b>
<b>Cash and cash equivalents, beginning of period</b>	<b>3,189.7</b>	<b>3,563.6</b>	<b>3,669.6</b>
<b>Cash and cash equivalents, end of period</b>	<b>3,638.6</b>	<b>3,189.7</b>	<b>3,563.6</b>

**Cash flows provided (required) by operating cash flows** – During 2021, the Company generated €934.4 million in cash flows from operating activities as compared to €836.8 million for the year ended December 31, 2020, resulting in a €97.6 increase compared to 2020, which is primarily driven by the cash generated by our operations during the year due to 2021. Operating activities generated €836.8 million and €1,006.4 million of cash during the year ended December 31, 2020 and 2019, respectively. The decrease of €169.6 million was primarily driven by an increase in the cash used for the working capital of €104.8 million.

**Cash flows provided (required) by investing activities** – Investing activities used €53.0 million, €52.0 million and €36.8 million during the year ended December 31, 2021, 2020 and 2019 respectively, primarily due to capital expenditures.

**Cash flows provided (required) by financing activities** – Financing activities used €558.6 million and €1,315.4 million during the years ended December 31, 2021 and 2020, respectively. The increase of €756.8 million was primarily driven by the issuance of notes in a total amount of €600 million, partially offset by the reimbursement of commercial papers of €313.0 million. Financing activities used €1,315.4 million and €1,120.7 million during the years ended December 31, 2020 and 2019, respectively. Commercial paper outstanding decreased by €137.0 million while net distributions to TechnipFMC increased by €363.0 million from €412.9 million in 2019 to €775.9 million in 2020. This was, however, offset by the decrease of the settlement of MRL by €306.0 million. Overall, the cash used for financing activities increased by €194.7 million.

#### **Debt and liquidity**

The Company's sources of liquidity following the spin-off have been its Facilities Agreement (as defined below) providing for a Bridge Facility which Bridge Facility has since then been prepaid and cancelled in full when the Company's inaugural senior unsecured Notes (as defined below) were issued, as well as T.EN Eurocash SNC's (which is one of the Company's wholly owned subsidiaries) commercial paper program and cash pooling resources. In addition, though the Company does not intend to draw upon it as a matter of course, the Revolving Facility established under the Facilities Agreement is available in the event additional amounts are needed.

On February 10, 2021, the Company and T.EN Eurocash SNC entered into a €1.4 billion senior unsecured Bridge and Revolving Facilities Agreement (the "Facilities Agreement") with Crédit Agricole Corporate and Investment Bank, as agent, and the lenders party thereto. The Facilities Agreement provides for the establishment of the Bridge Facility in an amount of up to €650 million and the Revolving Facility in an amount of €750 million. The Bridge Facility has been prepaid and cancelled in full by its sole borrower, Technip Energies N.V., on May 31, 2021. The Company and T.EN Eurocash SNC are the borrowers under the Revolving Facility. Subject to certain conditions, the Company may request the aggregate commitments under the Revolving Facility to be increased by up to €250 million to €1.0 billion.

Upon occurrence of the spin-off, on February 16, 2021, the Company drew down €620 million from the Bridge Facility. The amount borrowed was applied to (i) refinance existing indebtedness under the Company's commercial paper program, (ii) finance working capital purposes and (iii) finance the cash allocation between TechnipFMC and the Company under the Separation and Distribution Agreement. The residual capacity of €30 million under the Bridge Facility expired on March 2, 2021. The Bridge Facility was repaid and cancelled in full on May 31, 2021, using the proceeds of the issuance of €600 million aggregate principal of 1.125% senior unsecured notes due 2028 (the "Notes").

The Revolving Facility has an initial three-year tenor as from the Initial Availability Date (February 15, 2021) and may be extended twice by one year each time. The Company and T.EN Eurocash SNC, its cash pooling subsidiary, are borrowers thereunder. On December 6, 2021 the first extension of the Revolving Facility was successfully completed. The Revolving Facility is available in euros. The available capacity under the Revolving Facility is reduced by any outstanding commercial paper borrowings issued by T.EN Eurocash SNC.

Borrowings under the Revolving Facility bear interest at the EURIBOR rate applicable to the relevant interest period (floored at zero), plus an applicable margin. The applicable margin will vary depending on the Company's credit rating as follows:

<b>Rating</b>	<b>Applicable Margin</b>
Lower than or equal to BB+	0.95% p.a.
Equal to BBB-	0.75% p.a.
Equal to BBB	0.60% p.a.
Equal to BBB+	0.45% p.a.
Higher than or equal to A-	0.35% p.a.

The applicable margin for the Revolving Facility loans is also adjusted depending on the successful completion by the Company of the ESG key performance indicators (as described below) in accordance with the following grid:

<b>Number of ESG key performance indicators (“KPIs”) for which successful completion has been achieved</b>	<b>Margin Adjustment</b>
No successful completion has been achieved for any of the KPIs	+0.025% p.a.
Successful completion has been achieved for one (1) KPI	+0.0125% p.a.
Successful completion has been achieved for two (2) KPIs	-0.0125% p.a.
Successful completion has been achieved for three (3) KPIs	-0.025% p.a.

The ESG key performance indicators consist in (i) the evaluation and reduction of carbon footprint, (ii) the support provided to ESG ratings and (iii) the improvement of gender diversity.

The Facilities Agreement contains usual and customary representations and warranties, mandatory prepayments and events of default for investment-grade credit facilities of this type. The Facilities Agreement contains the following covenants:

- Negative pledge that limit the Company’s, T.EN Eurocash SNC’s and the Company’s material subsidiaries’ (defined as any subsidiary whose EBITDA is greater than 5% of the consolidated EBITDA of the Company or whose total assets exceed 5% of the total assets of the Group) ability to create security over their assets, except that, in particular: (i) security may be created over cash collateral not exceeding the higher of €250.0 million or its equivalent in other currencies and 3% of the total assets (on a consolidated basis) of the Company, (ii) Technip Energies, T.EN Eurocash SNC and the Company’s material subsidiaries may carry out permitted securitizations and grant security over such receivables, (iii) security may be created over manufacturing facilities, plant, property, equipment or real estate subject to a sale and leaseback not exceeding the higher of €250.0 million or its equivalent in other currencies and 3% of the total assets (on a consolidated basis) of the Company, (iv) security may be created over cash collateral by the Company, T.EN Eurocash SNC or the Company’s material subsidiaries in an amount not exceeding the higher of €250.0 million or its equivalent in other currencies and 3% of the total assets (on a consolidated basis) of the Company’s group (v) any security securing (directly or indirectly) financial indebtedness under finance or structured tax lease arrangements or provided by way of cash collateral to secure any obligations under any guarantee, indemnity or similar assurance or back-to-back financial indebtedness, in each case not exceeding the higher of €250.0 million or its equivalent in other currencies and 3% of the total assets (on a consolidated basis) of the Company, (vi) other customary carve-outs and exceptions and (vii) any other security not otherwise permitted to the extent not exceeding the higher of €250.0 million or its equivalent in other currencies and 3% of the total assets (on a consolidated basis) of the Company;
- An asset sale covenant prohibiting the Company and its material subsidiaries from disposing of assets in a single transaction or series of related transactions exceeding a maximum aggregate amount of up to €500.0 million or its equivalent in other currencies in each financial year or exceeding €1.5 billion during the term of the New Revolving Credit Facility, except ordinary course disposals and other customary carve-outs and exceptions and provided that any such disposal does not have or is not reasonably likely to have a material adverse effect; and
- A merger covenant prohibiting the Company, T.EN Eurocash SNC and the Company’s material subsidiaries from engaging in corporate amalgamations, demergers, mergers or corporate reconstruction or reorganizations that are likely to have a material adverse effect, except that any material subsidiary may engage in any such transaction with another member of the Company’s group (other than the Company and Technip Eurocash); however
- No financial covenant to be maintained on a regular basis.

On May 28, 2021, the Company issued its inaugural €600 million of 1.125% senior unsecured notes due 2028 (the “Notes”), the proceeds of which is for general corporate purposes, including the refinancing (which occurred on 31 May 2021) of the €620 million drawings under the Bridge Facility made available to the Company in connection with the Spin-off. The interest on the Notes is paid annually on May 28 of each year, beginning on May 28, 2022. The Notes were admitted to trading on the regulated market of Euronext Paris and rated BBB by S&P Global. On March 11, 2022, S&P revised its rating for both the Notes and the Company to BBB-.

The negotiable European commercial paper program of T.EN Eurocash SNC has been downsized to €750 million from € 1 billion following the Spin-off. The program’s rating by S&P Global is A-2. As of December 31, 2021, the outstanding balance is €80.0 million (see our Annual Report 2021, section 9.1.6. “Notes to Consolidated Financial Statements – Note 22. Debt (Long and Short-Term),” included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

Technip Energies also pools the cash resources of its subsidiaries through T.EN Eurocash SNC.

### Contractual obligations

The following table summarizes the Company’s contractual obligations and other commercial commitments at December 31, 2021, as well as the effect that these obligations and commitments are expected to have on the Company’s liquidity and cash flow in future periods, on an actual basis.

	Payment Due by Period				
	(In millions of €)				
	Total	Less than 1 year	1–3 years	3–5 years	After 5 years
Debt	679.4	85.3	0.1	—	594.0
Leases liabilities <sup>(1)</sup>	305.8	68.9	110.6	54.3	72.0
Purchase Obligations <sup>(2)</sup>	3,516.3	670.4	2,797.9	48.0	—
Pension and other post-retirement benefits <sup>(3)</sup>	137.5	12.6	25.3	17.8	81.8
Unrecognized tax benefits <sup>(4)</sup>	67.6	0.6	0.6	2.5	63.9
Other contractual obligations <sup>(5)</sup>	140.8	108.4	32.4	—	—
Due to TechnipFMC – Loans <sup>(6)</sup>	3.9	3.9	—	—	—
<b>Total Contractual</b>	<b>4,851.3</b>	<b>950.1</b>	<b>2,966.9</b>	<b>122.6</b>	<b>811.7</b>

(1) The Company leases real estate, including land, buildings and warehouses, machinery/equipment, vehicles, and various types of manufacturing and data processing equipment. Leases of real estate generally provide for payment of property taxes, insurance and repairs by the Company. Lease liabilities were accounted for according to the lease standard IFRS 16 and represent the present value of the remaining lease payments. For further information regarding assumptions used to determine the lease liabilities, see our Annual Report 2021, section 9.1.6. “Notes to Consolidated Financial Statements - Note 16. Leases” included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

(2) In the normal course of business, the Company enters into agreements with its suppliers to purchase equipment and material or services. These agreements include a requirement that the Company’s supplier provide products or services to its specifications and require it to make a firm purchase commitment to its supplier. As substantially all of these commitments are associated with purchases made to fulfill the Company’s customers’ orders, the costs associated with these agreements will ultimately be reflected in cost of sales on its consolidated statement of income.

(3) The Company expects to contribute approximately € 1.4 million to the Company’s pension plans during 2021. Required contributions for future years depend on factors that cannot be determined at this time.

(4) It is reasonably possible that €0.6 million of liabilities for unrecognized tax benefits will be settled during 2022, and this amount is reflected in income taxes payable in the Company’s consolidated balance sheet as of December 31, 2021. Although unrecognized tax benefits are not contractual obligations, they are presented in this table because they represent demands on the Company’s liquidity.

(5) Other contractual obligations represent a mandatorily redeemable financial liability. In the fourth quarter of 2016, the Company obtained voting control interests in legal contract entities belonging to the Company’s then-existing Onshore/Offshore business segment, which entities owned and accounted for the design, engineering and construction of the Yamal LNG plant. Prior to the amendments of the contractual terms that provided the Company voting interest control, the Company accounted for these entities under the equity method of accounting based on its previously held interests in each of these entities. An MRL of €165.9 million was recognized as of December 31, 2016 for the fair value of the non-controlling interests. During the year ended December 31, 2021 the Company revalued the liability to reflect current expectations about the obligation. Refer to section 9.1.6. “Notes to Consolidated Financial Statements – Note 26. Financial instruments,” included as exhibit 15.1 to this Form 20-F and incorporated by reference herein, included elsewhere in this Document for further information regarding the fair value measurement assumptions of the mandatorily redeemable financial liability and related changes in its fair value.

(6) Loans due to TechnipFMC represent discrete loans negotiated between TechnipFMC and Technip Energies or its subsidiaries for various business and financing reasons during the reporting period. These loans are considered as related party loans in the Company’s Consolidated Financial Statements and have a maturity of less than one year.

For other contingencies, see our Annual Report 2021, section 9.1.6. “Notes to Consolidated Financial Statements - Note 29. Commitments and contingent liabilities,” included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

#### ***Effects of transactions with related parties***

The Consolidated Financial Statements comprises transactions (receivables, payables, revenues and expenses) with related including entities related to the Company’s directors and TechnipFMC’s main shareholders as well as the partners of the Company’s joint ventures and affiliates.

For details on related parties’ disclosures, see our Annual Report 2021, section 9.1.6. “Notes to Consolidated Financial Statements – Note 27. Related party transactions,” included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

#### **C. Research and Development, Patents and Licenses, etc.**

Please see Annual Report 2021, section 2.5. “Research and Technology” on pages 51-53, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

#### **D. Trend Information**

Reference is made to the Annual Report 2021, sections 3. “Sustainability” on pages 73-94, 4.3.2. “Operational risks—4.3.2.1. Inflation in the Price of Project inputs” on page 103, “Operational risks—4.3.2.2 COVID-19 may continue to have an adverse impact on our financial condition, results of operations, and cash flows” on page 103 and 4.3.1.4. “Geopolitical conditions, including as a result of the current situation in Ukraine, could have a material adverse effect on our operations and financial results,” on page 102, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

#### **E. Critical Accounting Estimates**

The Company’s significant accounting policies are set out in section 9.1.6. “Notes to Consolidated Financial Statements – Note 1.6. Summary of significant accounting policies”, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein, which are prepared in accordance with IFRS.

Given the uncertainties inherent in the Company’s business activities, it must make certain estimates and assumptions that require difficult, subjective and complex judgments. Because of uncertainties inherent in such judgments, actual outcomes and results may differ from the Company’s assumptions and estimates, which could materially affect the Consolidated Financial Statements.

#### ***Revenue recognition***

A significant portion of total revenue recognized over time primarily relates to a large range of onshore facilities and fixed and floating offshore facilities that involve the design, engineering, manufacturing, construction, and assembly of complex, customer-specific systems. Because of control transferring over time, revenue is recognized based on the extent of progress towards completion of the performance obligation. The selection of the method to measure progress towards completion requires judgment and is based on the nature of the products or services to be provided. The Technip Energies Group generally uses the cost-to-cost measure of progress for its contracts because it best depicts the transfer of control to the customer that occurs as the Technip Energies Group incurs costs on its contracts. Under the cost-to-cost measure of progress, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the total estimated costs at completion of the performance obligation. Revenues, including estimated fees or profits, are recorded proportionally as costs are incurred.

Due to the nature of the work required to be performed on performance obligations, the estimation of total revenue and cost at completion is complex, subject to many variables, and requires significant judgment. It is common for long-term contracts to contain award fees, incentive fees, or other provisions that can either increase or decrease the transaction price. The estimated amounts in the transaction price are included when management believes there is an enforceable right to the modification, the amount can be estimated reliably, and its realization is probable. The estimated amounts are included in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved.

The Technip Energies Group executes contracts with its customers that clearly describe the equipment, systems, and/or services. After analyzing the drawings and specifications of the contract requirements, project engineers estimate total contract costs based on their experience with similar projects and then adjust these estimates for specific risks associated with each project, such as technical risks associated with a new design. Costs associated with specific risks are estimated by assessing the probability that conditions arising from these specific risks will affect total cost to complete the project. After work on a project begins, assumptions that form the basis for the calculation of total project cost are examined on a regular basis and estimates are updated to reflect the most current information and management's best judgment.

Adjustments to estimates of contract revenue, total contract cost, or extent of progress toward completion are often required as work progresses under the contract and as experience is gained, even though the scope of work required under the contract may not change. The nature of accounting for long-term contracts is such that refinements of the estimating process for changing conditions and new developments are continuous and characteristic of the process.

Consequently, the amount of revenue recognized over time is sensitive to changes in estimates of total contract costs. There are many factors, including, but not limited to, the ability to properly execute the engineering and design phases consistent with customers' expectations, the availability and costs of labor and material resources, productivity, and weather, all of which can affect the accuracy of cost estimates, and ultimately, a future profitability.

#### ***Accounting for income taxes***

Several factors may affect the Group's future tax expense in the coming years. Considering the current trends observed, the Group anticipates notably that governments will introduce tax measures such as increases in the income tax rate to fund expenditures incurred in relation to COVID-19. Because of this same need to fund the COVID-19 expenditure, the Group also anticipates that tax audits will in many countries become increasingly difficult.

There may be some impact as a result of the implementation of the "OECD" GLOBE project, according to which the earnings in any country should bear a minimum level of taxation whatever the statutory rate applicable in the said country.

#### ***Accounting for pension and other post-retirement benefit plans***

The Technip Energies Group's pension and other post-retirement (health care and life insurance) obligations are described in section 9.1.6. "Notes to Consolidated Financial Statements – Note 24. Pensions and other long-term employee benefit plans," included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

The determination of the projected benefit obligations of pension and other post-retirement benefit plans are important to the recorded amounts of such obligations in the consolidated statement of financial position and to the amount of pension expense in the consolidated statement of income. To measure the projected benefit obligations of pension and other post-retirement benefit plans and the expense associated with such benefits, management must make a variety of assumptions and estimates, including discount rates used to value certain liabilities, rates of compensation increase, employee turnover rates, retirement rates, mortality rates and other factors. Management updates these assumptions and estimates on an annual basis or more frequently upon the occurrence of significant events. These accounting assumptions and estimates take into account the risk of change due to the uncertainty and difficulty in estimating these measures. Different assumptions and estimates used by management could result in recognition of different amounts of expense over different periods of time.

#### ***Impacts of COVID-19***

The Company has experienced to date limited operations and business impacts due to the COVID-19 pandemic. As of end of December 2020, overall, non-recurring costs of approximately €43.3 million have been identified which relate, among other things, to increased costs arising out of mobilization ramp up delays due to travel restrictions and on-site constraints and resulting loss of productivity. The Company supports its project teams in their negotiations with clients, subcontractors and suppliers and has been able to agree with clients to extensions of time for the completions of projects, which have resulted in such clients either waiving liquidated damages for any resultant delay and/or accepting a fair allocation of cost impacts. As a result of the Company's relationships with its clients, subcontractors and suppliers, none of its ongoing projects have been cancelled due to COVID-19. Though final investment decisions of some prospects has been delayed, the Company remains engaged on a robust number of opportunities with anticipated awards in the coming quarters. With respect to ongoing tendering activity for EPC contracts, the Company is proactively addressing the impacts of COVID-19 in its contracts through reasonable risk allocation between the Company and its clients, subcontractors and suppliers. Finally, the Company actively monitors the financial health of its vendors and subcontractors to ensure that its commitment to projects are not adversely impacted.

In addition, the Company's IT resources and other innovative tools allow it to significantly reduce loss of productivity through smart working solutions.

#### ***Impairment of goodwill***

Goodwill represents the excess of cost over the fair market value of net assets acquired in business combinations. Goodwill is not subject to amortization but is tested for impairment at the level of CGU or GCGUs the goodwill has been allocated to, on an annual basis, or more frequently if impairment indicators arise. Management has established September 30 as the date of its annual test for impairment of goodwill. Management identifies a potential impairment by comparing the recoverable amount of the applicable CGU or GCGUs to its carrying amount, including goodwill. If the carrying amount exceeds the recoverable amount of the applicable CGU or GCGUs, management measures the impairment by comparing the carrying value of the CGU or GCGUs to its recoverable amount. CGUs with goodwill are tested for impairment using a quantitative impairment test.

Determining the recoverable amount of CGUs is judgmental in nature and involves the use of significant estimates and assumptions. Management estimates the recoverable amount of the Technip Energies Group CGUs using a discounted future cash flow model. The majority of the estimates and assumptions used in a discounted future cash flow model on a pre-tax basis involve unobservable inputs reflecting management's own assumptions about the assumptions market participants would use in estimating the fair value of a business. These estimates and assumptions include revenue growth rates and operating margins used to calculate projected future cash flows, discount rates and future economic and market conditions. The estimates are based upon assumptions believed to be reasonable, but which are inherently uncertain and unpredictable and do not reflect unanticipated events and circumstances that may occur. Refer to section 9.1.6. "Notes to Consolidated Financial Statements – Note 14. Goodwill and intangible assets," included as exhibit 15.1 to this Form 20-F and incorporated by reference herein, for additional information related to goodwill impairment testing during the periods presented.

#### ***Significant change in the Company's financial performance and position***

As of the date of this annual report on Form 20-F, no significant change in the financial performance or financial position of the Company has occurred since December 31, 2021.

**Other matters**

In late 2016, TechnipFMC was contacted by the DOJ regarding its investigation of offshore platform projects awarded between 2003 and 2007, performed in Brazil by a joint venture company in which TechnipFMC was a minority participant. Subsequently TechnipFMC has also raised with the DOJ certain other projects performed by TechnipFMC subsidiaries in Brazil between 2002 and 2013. The DOJ has also inquired about projects in Ghana and Equatorial Guinea that were awarded to TechnipFMC subsidiaries in 2008 and 2009, respectively. TechnipFMC cooperated with the DOJ in its investigation into the potential violations of the U.S. Foreign Corrupt Practices Act (the “FCPA”) in connection with these projects, and contacted and cooperated with the Brazilian authorities (the Federal Prosecution Service (the “MPF”), the Comptroller General of Brazil (the “CGU”) and the Attorney General of Brazil (the “AGU”)) as relates to their investigation concerning the projects in Brazil and has also contacted and is cooperating with French authorities (the Parquet National Financier (the “PNF”)) with their investigation about these existing matters. In addition, Technip Energies was recently informed by the PNF that the PNF was reviewing historical projects in Angola. Technip Energies and TechnipFMC are cooperating and Technip Energies remains committed to finding a resolution with the PNF.

On June 25, 2019, TechnipFMC announced a global resolution to pay a total of \$301.3 million to the DOJ, the SEC, the MPF and the CGU/AGU to resolve anti-corruption investigations of which \$281.3 million was related to the Technip Energies business. The last outstanding amount to be paid in accordance with the global resolution was paid by Technip Energies during the second quarter of 2021. TechnipFMC and Technip Energies were not required to have a compliance monitor and, instead, were to provide reports on their anti-corruption program to the authorities.

There is no certainty that a settlement with PNF will be reached. The PNF has a broad range of potential sanctions under anticorruption laws and regulations that it may seek to impose in appropriate circumstances including, but not limited to, fines, penalties, and modifications to business practices and compliance programs. Any of these measures, if applicable to the Company, as well as potential customer reaction to such measures, could have a material adverse impact on its financial position or profitability. The financial consequences of these investigations are to be retained by TechnipFMC by way of an indemnity provided by TechnipFMC to the Company under the Separation and Distribution Agreement. If no resolution is reached with the PNF, Technip Energies subsidiaries could be subject to criminal proceedings in France, the outcome of which cannot be predicted.

For further information please refer to the Annual Report 2021, section 9.1.6. “Notes to Consolidated Financial Statements – Note 29. Commitments and contingent liabilities,” included as exhibit 15.1 to this Form 20-F and incorporated by reference herein. We are subject to an ongoing investigation by the French Parquet National Financier related to historical projects in Equatorial Guinea and Ghana.

**Subsequent events**

At the beginning of 2022, the crisis caused by Russia’s invasion of Ukraine and the ensuing war resulted in the adoption of extensive sectoral and financial sanctions. We monitor sanctions on a daily basis to understand their effect and to implement real time mitigation action plans. As of December 31, 2021, approximately €3.8 billion or 23% of our backlog scheduled to be executed over the five-year period from 2022 to 2026, related to Russian projects. Our inability to carry out projects in Russia, due to the war and sanctions, will result in the loss of Russian revenues. As a result of the war, Technip Energies has decided to suspend until further notice working on future business opportunities in Russia.

We believe that the impact of the war in Ukraine on Technip Energies can be contained and could be offset by new opportunities arising in other markets due to our energy transition strategy. Our Yamal project is nearing completion and, in relation to our Arctic LNG 2 project, we are in a positive cash flow position and have contractual protections which in the face of sanctions would serve to limit our exposure. We expect to secure projects in other geographies thereby resulting in a more diversified backlog in connection with our growth strategy which is focused on Technology, Products and Services and on helping our clients address the new energy challenges.

In addition, please refer to section 9.1.6. “Notes to Consolidated Financial Statements – Note 32. Subsequent events” and section 9.2.4.16. “Events after end of reporting” of the Company’s Financial Statements, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.



On March 22, 2022, Technip Energies announced a share buy-back program of up to €29,850,000 to be executed until December 31, 2022. The Company intends to carry out the buy-back program, and hold the shares bought back as treasury stock, for the purpose of meeting its obligations under equity incentive plans.

## **Item 6. Directors, Senior Management and Employees**

### **A. Directors and Senior Management**

Reference is made to the Annual Report 2021, sections 5.1.1. “A One-tier board structure,” on page 116, 5.1.3. “Current Board” on pages 118-122, 5.1.4. “Board skills and experience matrix,” pages 123-124 and 5.5. “Board Members Independence Requirements,” page 141 included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

There are no family relationships between the members of Board of Directors, the members of Senior Management or between any of the members of the Board of Directors and any member of Senior Management.

The Company has entered into certain agreements with two of its shareholders, TechnipFMC and Bpifrance Participations SA (“BPI”), which agreements entitle these shareholders to propose candidates to the Board for nomination as Non-Executive Directors, so long as they hold more than 5% of Technip Energies’ shares. For information on these agreements, reference is made to the Annual Report 2021, section 5.3.1. “Agreements between shareholders,” page 137 and 5.3.4. “Transactions between Technip Energies and 10% Shareholders,” included as exhibit 15.1 to this Form 20-F and incorporated by reference herein. Other than with respect to such agreements, no director or member of senior management has been elected according to an arrangement or understanding with major shareholders, customers, suppliers or others.

On March 22, 2022, TechnipFMC plc notified the Company that its beneficial ownership in Technip Energies’ shares was reduced at 4.77 % of the Company’s outstanding share capital.

TechnipFMC no longer holds rights entitling it to designate one Shareholder Nominated Director to the Board of the Company. See section 5.1.6.4 “Agreements with TechnipFMC and BPI” on pages 125-126 of our Annual Report 2021, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein. There will thus be no director nominated by TechnipFMC for appointment at the 2022 Annual General Meeting.

### **B. Compensation**

Reference is made to Annual Report 2021, sections 6.1. “Remuneration at a Glance,” pages 145-146, 6.4. “Other Arrangements,” page 151 and 6.5. “Application of the Remuneration Policy in 2021,” pages 152-157, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

### **C. Board Practices**

Reference is made to Annual Report 2021, sections 5.1.2. “Board Composition” on page 117, 5.1.3. “Current Board” on pages 118-122, 5.1.6.1. “Appointment of Directors” on page 125 and 5.5. “Board Members Independence Requirements,” on page 141, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein, regarding the details on the duration of office for current members of the Board of Directors. There are no arrangements with directors providing for benefits upon termination of employment.

For details of the audit committee, reference is made to Annual Report 2021, section 5.1.9.1. “Audit Committee” on pages 131-132, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein. For details of the compensation committee, reference is made to Annual Report 2021, section 5.1.9.2. “Compensation Committee” on page 132, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein. Reference is also made to section 6. “Remuneration Report,” on pages 144-161, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

### **D. Employees**

Reference is made to the Annual Report 2021, section 7.1. “Employee and Social matters” on pages 164-167, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein, for information regarding the total number of full-time employees in the Company at year-end for the years 2020 and 2021, subdivided by geographical areas.

The Company is committed to having a continuous and open dialogue with its employees and staff representatives. In 2021, the Company has been engaged in setting up a European work council for its offices located in Europe. A significant number of the Company’s employees are already represented by unions or works councils across the globe. The average number of temporary employees during 2021 was 2,987.

**E. Share Ownership**

Please see the following table for information on the share ownership in the Company by the members of the Board of Directors, as of December 31, 2021.<sup>(1)</sup>

Legal and Beneficial Owner	Number	Class	% of outstanding shares held in the class
Joseph Rinaldi	7,766	Ordinary shares	< 0.1%
Arnaud Pieton	12,177	Ordinary shares	< 0.1%
Pascal Colombani	7,723	Ordinary shares	< 0.1%
Marie-Ange Debon	7,772	Ordinary shares	< 0.1%
Didier Houssin	7,766	Ordinary shares	< 0.1%
Nello Uccelletti	32,848	Ordinary shares	< 0.1%

(1) For all the shares mentioned in the table above, there are no different voting rights.

Simon Eyers, Alison Goligher and Arnaud Caudoux do not own any of the Company's shares.

Reference is made to Annual Report 2021, section 6.5.3. "Historical LTI grants and holdings," on page 157, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein, for information on the options on the Company's shares granted to the members of the Board of Directors.

Reference is made to the Annual Report 2021, section 5.3.3. "Employee share schemes" on page 138, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein, for information on arrangements involving the employees in the capital of the Company.

**Item 7. Major Shareholders and Related Party Transactions****A. Major Shareholders**

For a description of our share capital, including information regarding our major shareholders please see Annual Report 2021, section 5.2. "Share Capital" on page 134-136, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

For the period since the Spin-off and up to the most recent practicable date in relation to this Form 20-F, BPI has increased its shares ownership in the Company by approximately 8.91 percentage points and TechnipFMC has decreased its shares ownership by approximately 45.13 percentage points, resulting in them owning 8.91% and 4.77% of the Company's share capital, respectively. Based on information provided by Hal Investments B.V., Hal Investments B.V. acquired Technip Energies shares for the first time on September 2, 2021 and since then has increased its shares ownership in the Company by approximately 6.99 percentage points, resulting in it owning 11.79% of the Company's share capital.

Reference is also made to section 1, subsection "Key Events – A diversified shareholder structure," on pages 22-23 of our Annual Report 2021, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

Based on management's analysis of available sources of information, as of December 31, 2021 an estimated 12.91% of our share capital was held in the United States.

Furthermore, JPMorgan Chase Bank, N.A., our ADR Depository, has informed us that as of December 31, 2021 the total number of ADRs outstanding was 12,008,248, representing approximately 6.68% of the issued share capital outstanding as at that date. All of the Company's ADRs are held of record by the Depository. For more information regarding our ADRs, see Item 12.D. below.

**B. Related Party Transactions**

Please see Annual Report 2021, section 9.1.6. "Notes to Consolidated Financial Statements – Note 27. Related party transactions," included as exhibit 15.1 to this Form 20-F and incorporated by reference herein. Please also see information provided under Item 10.C. "Material Contracts" of this Form 20-F.

**C. Interests of Experts and Counsel**

Not applicable.

**Item 8. Financial Information**

**A. Consolidated Statements and Other Financial Information**

Please see Annual Report 2021, section 9.1. “Consolidated financial statements for the year ended December 31, 2021” on pages 174-241, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

For a description of our revenue by geographic location, reference is made to section 9.1.6. “Notes to Consolidated Financial Statements – Note 4.2. Disaggregation of revenue” of our Annual Report 2021, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

***Legal proceedings***

Reference is made to section 4.3.4.1. “We are subject to an ongoing investigation by the French Parquet National Financier related to historical projects in Equatorial Guinea and Ghana” on page 108, section 7.2. “Compliance Investigations” on page 168 and section 9.1.6. “Notes to Consolidated Financial Statements – Note 29.2. Contingent liabilities associated with legal matters” in our Annual Report 2021, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

***Dividends policy***

Reference is made to section “Dividend policy,” on page 55 in our Prospectus 2021, included as exhibit 15.2 to this Form 20-F and incorporated by reference herein.

**B. Significant Changes**

As of the date of this document, no significant change in the financial performance or financial position of the Company has occurred since December 31, 2021. Reference is also made to sections 2.6.7. “Other matters,” page 71 of the Annual Report 2021 and 9.1.6. “Notes to Consolidated Financial Statements – Note 32. Subsequent events,” included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

**Item 9. The Offer and Listing**

**A. Offer and Listing Details**

The Company’s ordinary shares are listed on the Euronext Paris stock exchange, and traded under the symbol “THNPY”. Technip Energies has also established a sponsored ADR program in the United States at the time of the Spin-Off. The ADRs are not listed on any national securities exchange in the United States or quoted on any automated inter-dealer quotation system in the United States and trade over-the-counter. For more information on ADRs reference is made to Item 12.D. of this Form 20-F.

**B. Plan of Distribution**

Not applicable.

**C. Markets**

See our response in paragraph A of this Item.

**D. Selling Shareholders**

Not applicable.

**E. Dilution**

Not applicable.

**F. Expenses of the Issue**

Not applicable.

**Item 10. Additional Information**

**A. Share Capital**

Not applicable.

**B. Memorandum and Articles of Association**

See Exhibit 2.1 to this Form 20-F, incorporated by reference herein, for a summary of certain material provisions of our Articles of Association. See Exhibit 1.1 to this Form 20-F, incorporated by reference herein, for a translation in the English language of our Articles of Association.

**C. Material Contracts**

For a summary of each material agreement, other than material agreements entered into in the ordinary course of business, to which we are or have been a party for the two years immediately preceding the date of this report, please see Prospectus 2021, section “Related Party Transactions,” pages 134-140 of the Prospectus 2021, included as exhibit 15.2 to this Form 20-F and incorporated by reference herein.

**D. Exchange Controls**

We are not aware of any governmental laws, decrees, regulations or other legislation in the Netherlands or France that restrict the export or import of capital, including the availability of cash and cash equivalents for use by the Technip Energies Group, or that affect the remittance of dividends, interest or other payments to non-resident holders of our securities.

**E. Taxation**

**French Tax Consequences of the Ownership and Disposition of Technip Energies Shares**

This summary is based on the laws, regulations, practice and applicable tax treaties in force in the Republic of France as of December 31, 2021, all of which are subject to change, possibly with retroactive effect, and is based on the fact that Technip Energies intends to operate in a manner such that it is exclusively treated as a tax resident of the Republic of France under French tax legislation and any applicable tax treaty.

This summary does not take into account the specific circumstances of particular investors some of whom may be subject to special tax rules. French Technip Energies shareholders should consult their own tax advisors as to the particular French tax consequences of the holding or disposal of the Technip Energies Shares.

INVESTORS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE FRENCH AND FOREIGN TAX CONSEQUENCES OF OWNERSHIP AND DISPOSITION OF TECHNIP ENERGIES SHARES.

As used herein, a “French individual” is an individual who (i) is a resident for tax purposes in France, (ii) is subject to personal income tax in France (*impôt sur le revenu*), (iii) is subject to French mandatory social security scheme (iv) owns (other than through a fixed base located outside of France) the Technip Energies Shares as part his/her private portfolio and does not hold the Technip Energies Shares through an enterprise that carries-out an industrial, commercial, farming or other professional activity and (v) does not carry-out stock market transactions under conditions akin to business transactions (“French Individual”). As used herein, a “French legal entity” is a legal entity that (i) is a French tax resident subject to corporate income tax in France (*impôt sur les sociétés*), (ii) does not own its interest in Technip Energies through a permanent establishment outside France and (iii) does not hold an interest in Technip Energies that would qualify as participating stocks (*titres de participation*) (“French legal entity”).

**a. Dividends**

**French Individuals**

*Installment on account of individual income tax at a rate of 12.8%*

Pursuant to Article 117 *quater* of the French Tax Code (“FTC”), subject to the exceptions referred to below, natural persons who are resident for tax purposes in France are subject to a 12.8% non-final withholding tax on the gross amount of distributed income (*revenu distribué*). This withholding tax is levied by the paying agent of the income, if it is located in France. When the paying agent of the income is established outside of France, the income is declared and the corresponding payment made within the first 15 days of the month following the month of the income payment, either by the taxpayer him/herself or by the paying agent, when that entity is established in a Member State of the European Union or in another Member State of the European Economic Area Agreement that has concluded with France a tax treaty which includes an administrative assistance provision to tackle tax evasion and avoidance, and has received instructions to that effect from the taxpayer.

However, pursuant to Article 117 *quater*, I-1 of the FTC, French individuals belonging to a tax household whose reference taxable income (*revenu fiscal de référence*) for the penultimate year, as defined in Article 1417-IV-1° of the FTC, is less than EUR 50,000 for taxpayers who are single, divorced or widowed, or EUR 75,000 for couples filing jointly, may request to be exempt from the 12.8 % non-final withholding tax under the terms and conditions of Article 242 *quater* of the FTC, i.e., by providing to the paying agent, no later than 30 November of the year preceding the year of the payment of the distributed income, a sworn statement that the reference fiscal income shown on the taxation notice issued in respect of the penultimate year preceding the year of payment was below the above-mentioned taxable income thresholds.

When the paying agent is established outside of France, only natural persons belonging to a tax household whose reference fiscal income of the penultimate year, as defined in Article 1417-IV-1° of the FTC, is equal to or higher than the thresholds mentioned in the previous paragraph, are subject to this tax.

The withholding tax does not apply to income related to securities held in a French PEA.

*Income tax*

The final taxation of dividends is calculated on the basis of the information mentioned in the individual income tax return subscribed by the taxpayer in respect of the year in which the income was obtained.

Pursuant to paragraph 1 of Article 200 A of the FTC dividends are in principle subject to the Flat Tax at a rate of 12.8%.

Pursuant to paragraph 2 of Article 200 A of the FTC by way of derogation from the application of the Flat Tax, taxpayers may, upon express, global and irrevocable option, be subject to income tax at the progressive rates instead of the Flat Tax. Please note that this election is global and irrevocable and will therefore apply to all investment income received by the individual shareholder during the same calendar year. Under Article 158 of the FTC, dividends must be included in the shareholder’s tax return as portfolio income (*revenu de capitaux mobiliers*) in respect of the year during which they are received. The option is exercised each year when filing the tax return and, at the latest, before the filing deadline. The dividends benefit then from an unlimited tax deduction of 40% on the amount of distributed income (the “40% Allowance”).

Pursuant to Article 193 of the FTC, the 12.8% non-final withholding tax levied at the time of the dividend payment may be credited against the income tax (Flat Tax or income tax at the progressive rates) due in respect of the year in which it was paid. Where it exceeds the income tax due, the surplus is refunded.

If the Technip Energies Shares are held in a French PEA, dividends and similar distributed income are exempt from income tax, subject to complying with the terms and conditions specific to the PEA.

Under certain conditions, a PEA confers the right (i) during the duration of the PEA, to an exemption from income tax on the net income and net capital gains on investments made through a PEA, provided that this income and these capital gains remain invested in the PEA, and (ii) upon a closure of the PEA, or after a partial withdrawal, occurring more than five years after its opening, to an income tax exemption on the net gain realized since the opening of the PEA. This income and these capital gains are not taken into account when calculating the exceptional contribution on high income described above. Such income and capital gains at the time of partial withdrawal or closure of the PEA nevertheless remain subject to social contributions, the rate of which depends on the particular circumstances applicable to Shareholders. Specific rules apply to the use of capital losses realized within a PEA. Partial withdrawal or closure resulting from dismissal, early retirement or disability (second or third category), affecting the plan holder’s or his/her spouse or partner in *Pacte civil de solidarité*, less than five years after the opening of the PEA, does not result in the closure of the PEA. French individuals are advised to consult their own tax advisors with respect to these issues.

### *Social contributions*

In addition, whether the 12.8% non-final withholding tax is applicable or not, the gross amount of distributed income (before application of the 40% Allowance when election for the progressive income tax is made) is subject to social contributions at a global rate of 17.2%, broken down as follows:

- general social contribution (*contribution sociale généralisée*, “CSG”) at the rate of 9.2%;
- social debt repayment contribution (*contribution pour le remboursement de la dette sociale*, “CRDS”) at the rate of 0.5%; and
- solidarity levy (*prélèvement de solidarité*) at the rate of 7.5%.

These social contributions are not tax deductible from the income subject to the Flat Tax. With respect to income subject to the progressive income tax upon specific election, the CSG is deductible up to 6.8% from the taxable income of the year of its payment.

Shareholders should consult their own tax advisors to determine reporting obligations and payment rules that may apply to them in respect of the 12.8% non-final withholding tax and the social withholdings.

### *Exceptional contribution on high income earners*

Pursuant to Article 223 *sexies* of the FTC, taxpayers subject to personal income tax are liable for a contribution based on the amount of the tax household’s reference fiscal income as defined in paragraph IV-1° of Article 1417 of the FTC, without any application of the quotient rules defined under Article 163-0 A of the FTC. The defined reference income includes the distributed income and dividends received by the relevant taxpayers (before the 40% Allowance when opting for the progressive income tax). This contribution is calculated by applying the following rates:

- 3% of the portion of reference fiscal income between EUR 250,000 and EUR 500,000 for single, widowed, separated or divorced taxpayers, and the portion of taxable income between EUR 500,000 and EUR 1,000,000 for couples filing jointly; and
- 4% of the portion of reference fiscal income above EUR 500,000 for single, widowed, separated or divorced taxpayers, and the portion of taxable income above EUR 1,000,000 for couples filing jointly.

### **French legal entities subject to corporate income tax (under standard rules)**

#### *Legal entities without the status of a parent company (société mère) in France*

Legal entities, other than those having parent company (*société mère*) status within the meaning of Article 145 of the FTC, should include the dividends and distributed income received in their taxable income subject to the ordinary corporate income tax rate, currently set at 25% for fiscal years beginning in 2022 and subsequent fiscal years. An additional 3.3% social contribution may also apply, assessed on the corporate income tax charge, after a deduction of EUR 763,000 for each twelve-month period (Article 235 *ter* ZC of the FTC).

However, pursuant to Article 219 I-b of the FTC, for legal entities with annual revenue of less than EUR 10,000,000 (excluding taxes), and which share capital is entirely paid-up and at least 75% continuously held throughout the relevant fiscal year by natural persons or by a company satisfying all these conditions, the corporate income tax rate is set at 15% for the first EUR 38,120 of taxable income for each twelve-month period. In addition, pursuant to Article 235 *ter* ZC, I of the FTC, if these legal entities have an annual revenue of less than € 7,630,000, they are exempt from the aforementioned additional 3.3% social contribution.

*Legal entities qualifying as a parent company (société mère) in France*

Legal entities holding at least 5% of Technip Energies share capital and which meet the conditions provided for by Articles 145 and 216 of the FTC, may benefit, upon election, from a dividend and distributed income exemption under the parent subsidiary regime. Paragraph I of Article 216 of the FTC provides, however, for the reinstatement, in the taxable income, of a 5% lump sum amount of the total proceeds from the shares, tax credits included. This reinstatement is subject to corporate income tax at the ordinary rate plus, where applicable, the additional 3.3% social contribution.

**Other Shareholders**

Shareholders that are subject to a tax regime different from those described above, in particular those taxpayers whose securities trading goes beyond a mere portfolio asset management or who have recorded their shares as assets in their professional balance sheet, should consult their own tax advisors to determine the provisions that apply to their particular circumstances.

**Shareholders whose tax residence is located outside of France**

Under French legislation currently in effect and subject to the application of any tax treaties, the following developments summarize certain French tax consequences that may apply to investors (i) who are not tax residents of France within the meaning of Article 4 B of the FTC or whose registered office is located outside France and (ii) whose ownership of shares is not related to a fixed base or a permanent establishment subject to taxation in France.

These investors must, however, verify, with their own tax advisors, the tax treatment that applies to their specific circumstances and, in addition, comply with the tax laws in force in their State of residence and/or nationality.

Subject to the provisions of any applicable tax treaties and the exceptions listed below, the gross amount of distributed income will, in principle, be subject to a withholding tax, deducted by the paying agent, where the tax residence or the registered office of the beneficial owner is located outside France.

Subject to the developments below and to the completion of the appropriate formalities, the rate of this withholding tax is set by Article 187 of the FTC at (i) 12.8% where the beneficiary is a natural person, (ii) 15% where the beneficiary is a non-profit organization that has its registered office in a Member State of the European Union or in another Member State of the European Economic Area Agreement that has concluded with France a tax treaty which includes an administrative assistance provision to tackle tax evasion and avoidance, that would be taxed according to the treatment referred to in Article 206, 5 of the FTC if it had its registered office in France and that meets the criteria provided for by paragraphs 580 et seq. of the administrative guidelines BOI-IS-CHAMP-10-50-10-40-25/03/2013, and (iii) generally 25% in other cases. This withholding tax is also applicable to any payment made for the benefit of a non-resident in the context of a temporary assignment or a similar transaction giving the right or obligation to return or resell the shares or other rights relating to these shares. In accordance with Article 119 bis A, 1 of the FTC, the temporary or similar transaction must be carried out for a period of less than forty-five days, including the date on which the right to the distribution of the proceeds of the shares is acquired. If the beneficiary of the payment provides proof that it corresponds to a transaction that has primarily an object and effect other than avoiding the application of a withholding tax or obtaining the granting of a tax benefit, then he will be able to obtain the reimbursement of the withholding tax from the tax office of his domicile or of his headquarter.

Further, regardless of the location of the beneficiary's tax residence or registered office, the income distributed by Technip Energies outside France to a "non-cooperative State or territory," as defined by Article 238-0 A of the FTC, may be subject to a withholding tax at a rate of 75% pursuant to paragraph 2 of Article 187 of the FTC. The list of non-cooperative States and territories is published by ministerial order and normally updated annually. This list was recently updated by a ministerial order dated 26 February 2021 (Official Journal dated 4 March 2021) and now includes, in addition to Panama which was already included in the former version of this list, the following States and territories: American Samoa, Anguilla, the British Virgin Islands, Fiji, Guam, Trinidad and Tobago, Samoa, Seychelles, the United States Virgin Islands, Palaos, Dominique and Vanuatu. For non-cooperative States and territories newly added to the list, anti-abuse measures, in principle, now apply as from the first day of the third month following the month during which the addition is made (BOI-INT-DG-20-50-10-20210224). Investors that may be impacted by such measure and those who are domiciled or established in a non-cooperative State or territory should seek the advice of their own tax advisors to determine the tax treatment applicable to them.

Shareholders that are legal entities having their place of effective management in a Member State of the European Union or, under certain conditions, in another Member State of the European Economic Area Agreement that has concluded with France a tax treaty including an administrative assistance provision to tackle tax evasion and avoidance, may benefit from a withholding tax exemption, if they hold at least 10% of Technip Energies share capital, and otherwise meet all the conditions of Article 119 ter of the FTC. This 10% threshold is decreased to 5% where such legal entities qualify as parent companies (*sociétés mères*) in the sense referred to under Article 145 of the FTC and cannot use the withholding tax as a tax credit in the jurisdiction in which their tax residence is situated. Moreover, pursuant to Article 235 *quater* of the FTC, companies having their seat in the same jurisdictions as well as any third country that has concluded with France a tax treaty including an administrative assistance provision to tackle tax evasion and avoidance and which is not a “non-cooperative State or territory,” as defined by Article 238-0 A of the FTC, and being in a tax loss position might, under certain conditions, benefit from a temporary reimbursement of the withholding tax, the corresponding amount having to be refunded to the French treasury under certain circumstances including, in particular, at the time they become in a profitable tax position. Finally, the same provision of the FTC provides that companies having their seat in the same jurisdictions might benefit from an exemption from such withholding tax in the case where they would be the subject of a liquidation under a bankruptcy proceeding.

Furthermore, Article 119 *bis* 2° of the FTC provides for that the withholding tax does not apply to dividends distributed to collective investment undertakings governed by foreign law, located in a Member State of the European Union or another State that has concluded with France a tax treaty including an administrative assistance provision to tackle tax evasion and avoidance and which satisfy the following two conditions:

- raising capital from a certain number of investors with the purpose of investing it in a fiduciary capacity on behalf of such investors pursuant to a defined investment policy; and
- having features similar to those required of collective undertakings governed by French law under section 1, paragraphs 1, 2, 3, 5 and 6 of sub-section 2, sub-section 3, or sub-section 4 of section 2 of Chapter IV of the 1st Title of Book II of the French Monetary and Financial Code.

The conditions for this exemption are set forth in detail in French administrative guidelines dated 6 October 2021 (BOI-RPPM-RCM-30-30-20-70).

The withholding tax may be reduced or even eliminated pursuant to tax treaties concluded by France. It is the responsibility of Shareholders to consult their own tax advisors to determine whether they are likely to qualify for a reduction to or exemption from the withholding tax by virtue of the preceding principles or provisions of international tax treaties, and to determine the practical formalities to be complied with to benefit from these treaties, including those provided for by BOI-INT-DG-20-20-20-12/09/2012 relating to the “standard” or “simplified” procedure for the reduction of or exemption from the withholding tax.

The Finance law for FY22 grants taxpayers the right to claim a refund for the difference between the withholding tax amount paid and the withholding tax amount computed on a net basis, i.e., after subtracting the expenses incurred for the acquisition and conservation of the income. This applies to entities receiving income subject to withholding tax under FTC article 119 *bis* (income from movable property) notably.

To qualify for a refund, the beneficiary of the income has to:

- Be an entity whose profits are not taxed in the hands of its shareholders;
- Have a head office (or permanent establishment which profits include the income) that is located:
  - In an EU or EEA country that has concluded an agreement with France (tax treaty) that provides for administrative assistance against tax evasion and fraud and that is not a non-cooperative state, as defined in FTC article 238-0 A; or



- In a non-EU/EEA country and (i) this country is not a non-cooperative state, as defined in FTC article 238-0 A, and (ii) the entity does not have a sufficient participation in the distributing company to allow it to have an effective role in the distributing company's management or control;
- Be able to deduct the expenses incurred for the acquisition and conservation of the income if it were located in France; and
- Not be allowed to offset the withholding tax under the taxation rules of the country of its residence.
- Thus, a claim could be filed by companies which have paid a WHT under FTC article 119 *bis*.

These provisions apply to withholding taxes which triggering event occurs on or after 1 January 2022.

#### ***b. Capital Gains***

Capital gains, if any, realized by French individuals and French legal entities on the disposal of the Technip Energies Shares may be subject to tax in France but not in the Netherlands in accordance with paragraph 4 of Article 13 of the France-Netherlands tax treaty, provided notably that the French shareholder does not hold a so-called substantial shareholding.

#### ***French Individuals***

Pursuant to Articles 200 A, 158,6 *bis* and 150-0 A of the FTC, capital gains realized by French individuals on the sale of the Technip Energies Shares will be taxed at a global rate which is set at 30% and composed of the Flat Tax at a rate of 12.8% and social contributions at a global rate of 17.2% (not deductible from the capital gains subject to the Flat Tax), irrespective of the total amount of securities disposed of during the calendar year.

The year of filing of the individual income tax return, the individual shareholder has the possibility to elect for the application of income tax at the progressive rates, in practice when more favourable, but this election is global and irrevocable and will therefore apply to all investment income received by the individual shareholder during the same calendar year. This election can be made under the same conditions and as described in the section entitled "French Tax Consequences of the Ownership and Disposition of Technip Energies Shares—Taxation of Dividends—French Individuals—Income tax" above. In case of election for the application of income tax at the progressive rates, the maximum marginal rate is currently set at 45%. The amount of the capital gains is further subject to social contributions at the global rate of 17.2% (including the CSG at the rate of 9.2%, 6.8% of which being deductible in this particular case).

However, for high income earners the amount of the capital gains is also included in the taxable income that is subject to the exceptional contribution on high income earners at a rate of up to 4% pursuant to Article 223 *sexies* of the FTC (see the section entitled "French Tax Consequences of the Ownership and Disposition of Technip Energies Shares—Taxation of dividends—French Individuals—Exceptional contribution on high income earners" above).

Under Article 150-0 D, 11 of the FTC, capital losses incurred during a calendar year may be offset against capital gains of the same nature realized in the same calendar year or the ten following calendar years.

#### ***Technip Energies Shares held in a PEA***

Under certain conditions, a PEA confers the right during the duration of the PEA to an exemption from income tax on the net income and net capital gains on investments made through the PEA, as long as this income and these capital gains remain invested in the PEA. See the section entitled "French Tax Consequences of the Ownership and Disposition of Technip Energies Shares—Taxation of dividends—French Individuals—Income tax".

#### ***French Legal Entities subject to corporate income tax (under standard rules)***

Capital gains realized upon the transfer of Technip Energies Shares generally will be subject to corporate income tax under the same conditions as dividends (see the section entitled "French Tax Consequences of the Ownership and Disposition of Technip Energies Shares—Taxation of dividends—French legal entities subject to corporate income tax (under standard rules)").

Capital losses incurred as a result of a transfer of Technip Energies Shares generally will be deductible from the income subject to corporate income tax at the ordinary rate if there are not qualified as participating stocks.

Pursuant to Article 219 I-a *quinquies* of the FTC, net capital gains realized upon the transfer of stocks qualifying as participating stocks (*titres de participation*) within the meaning of these provisions and which have been held for at least two years on the date of sale, are exempt from corporate income tax, subject to the reinstatement in the taxable income of a 12% lump sum amount of the gross capital gains realized. This reinstatement is subject to corporate income tax at the ordinary rate plus, where applicable, the additional 3.3% social contribution.

**c. Wealth Tax**

Pursuant to the French Finance Law for 2018, the scope of the French wealth tax has been narrowed to real estate assets, held directly or indirectly by individuals. In principle, even when the underlying assets correspond to real estate, securities are out of the scope of the amended French wealth tax if the security holder owns less than 10% of the share capital or the voting rights of the company.

**d. Inheritance and Gift Tax**

Technip Energies Shares acquired by French individuals through inheritance or gift will be subject to inheritance tax or gift tax, as applicable.

**e. Transfer Tax**

Disposals of Technip Energies Shares generally are not subject to registration taxes in France, provided that they are not implemented by means of an agreement executed in France.

**f. Tax on Financial Transactions**

Insofar as the registered office of Technip Energies is not located in France, it is expected that trades on the Technip Energies Shares should not be subject to the French tax on financial transactions referred to in Article 235 ter ZD of the FTC (BOI-TCA-FIN-10-10-21/12/2015, no. 90).

**Material Dutch Dividend Withholding Tax Consequences of the Ownership and Disposition of Technip Energies Shares**

This section outlines the principal Dutch dividend withholding tax consequences of the acquisition, holding, settlement, redemption and disposal of the Technip Energies Shares. It does not present a description of other aspects of Dutch tax law which could be relevant to a shareholder. This section is intended as general information only. Prospective shareholders should consult their own tax adviser regarding the tax consequences of any acquisition, holding or disposal of Technip Energies Shares. This section is based on Dutch tax law as applied and interpreted by Dutch tax courts and as published and in effect as of December 31, 2021, including the tax rates applicable on that date, without prejudice to any amendments introduced at a later date and implemented with or without retroactive effect.

Any reference in this section made to Dutch taxes, Dutch tax or Dutch tax law should be construed as a reference to any taxes of any nature levied by or on behalf of the Netherlands or any of its subdivisions or taxing authorities or to the law governing such taxes, respectively. The Netherlands means the part of the Kingdom of the Netherlands located in Europe.

**Dutch dividend withholding tax**

A Shareholder is generally subject to Dutch dividend withholding tax at a rate of 15% on dividends distributed by Technip Energies N.V. as a result of Technip Energies N.V. being a Dutch incorporated company. Generally, Technip Energies N.V. is responsible for the withholding of such dividend withholding tax at source.

As an exception to this rule, Technip Energies N.V. may, in its sole discretion, decide not to withhold Dutch dividend withholding tax if it is considered to be a resident of France for French tax purposes pursuant to the France-Netherlands Tax Treaty. This exception does not apply to dividends distributed by Technip Energies N.V. to a Shareholder who is resident or deemed to be resident in the Netherlands for Dutch income tax purposes or Dutch corporate income tax purposes (“Dutch Resident Shareholder”) and who has not been identified as being eligible for an exemption (e.g. based on an interest percentage of at least 5%, in principle resulting in applicability of the participation exemption).

Since its incorporation, Technip Energies N.V. has conducted itself, and it intends to continue to conduct itself, to have its place of effective management in France. As a result, Technip Energies N.V. believes it should be treated as a resident of France for French corporate income tax purposes and for purposes of the France-Netherlands Tax Treaty. In an agreement dated March 7, 2022 with the Dutch Tax Authorities it has been confirmed that the effective place of management of Technip Energies N.V. is in France. Therefore, Technip Energies N.V. intends to apply the exception and will not withhold Dutch dividend withholding tax on dividends distributed to non-Dutch tax resident shareholders.

In line with the aforementioned agreement, Technip Energies N.V. will in principle also not effectively withhold Dutch dividend withholding tax on profit distributions to Dutch tax resident shareholders. This is either due to the fact that, as a base rule, the company will bear the withholding tax burden or, alternatively, an exemption is applicable. Technip Energies N.V. could however decide to withhold Dutch dividend withholding tax, for example in the event of a corporate income tax-exempt shareholder that is known to be eligible to a refund of the amount withheld.

The aforementioned approach is subject to certain administrative formalities and costs incurred by Technip Energies N.V. Technip Energies N.V. may in its sole discretion decide to require Shareholders to submit information, including information certifying their status of not being a Dutch Resident Shareholder, as a condition for not withholding Dutch dividend withholding tax.

Dividends distributed by Technip Energies N.V. and that may be subject to Dutch withholding tax include, but are not limited to:

- distributions of profits in cash or in kind, whatever they be named or in whatever form;
- proceeds from the liquidation of Technip Energies N.V. or proceeds from the repurchase of Technip Energies Shares by Technip Energies N.V., other than as a temporary portfolio investment (*tijdelijke belegging*), in excess of the average paid-in capital recognized for Dutch dividend withholding tax purposes;
- the par value of the Technip Energies Shares issued to a Shareholder or an increase in the par value of the Technip Energies Shares, to the extent that no related contribution, recognized for Dutch dividend withholding tax purposes, has been made or will be made; and
- partial repayment of paid-in capital, that is
  - not recognized for Dutch dividend withholding tax purposes, or
  - recognized for Dutch dividend withholding tax purposes, to the extent that Technip Energies has “net profits” (*zuivere winst*), unless (a) shareholders have resolved in advance at a General Meeting to make this repayment, and (b) the par value of the Shares concerned has been reduced by an equal amount by way of an amendment to the articles of association of Technip Energies. The term “net profits” includes anticipated profits that have yet to be realized.

When the Dutch Dividend withholding tax has effectively been withheld, a Dutch Resident Shareholder is generally entitled to a credit against his Dutch tax liability.

According to Dutch domestic anti-dividend stripping rules, no credit against Dutch tax, exemption from, reduction, or refund of Dutch dividend withholding tax will be granted if the recipient of the dividends paid by Technip Energies is not considered to be the beneficial owner (*uiteindelijk gerechtigde*) of those dividends.

The Dutch Dividend Withholding Tax Act 1965 (*Wet op de dividendbelasting 1965*) (the “DWTA”) and Dutch Personal Income Tax Act 2001 (*Wet Inkomstenbelasting 2001*) (the “PITA”) provides for a non-exhaustive negative description of a beneficial owner. According to the DWTA/PITA, a Shareholder will not be considered the beneficial owner of the dividends if as a consequence of a combination of transactions:

- a person other than the Shareholder wholly or partly, directly or indirectly, benefits from the dividends;
- whereby this other person retains or acquires, directly or indirectly, an interest similar to that in the Technip Energies Shares on which the dividends were paid; and
- that other person is entitled to a credit, reduction or refund of Dutch dividend withholding tax that is less than that of the Shareholder.

#### **Material U.S. Federal Income Tax Considerations**

The following discussion describes material U.S. federal income tax consequences to the U.S. Holders described below of owning and disposing of our ADSs or ordinary shares. This discussion applies only to a U.S. Holder that holds our ADSs or ordinary shares as capital assets for U.S. federal income tax purposes. In addition, it does not describe all of the tax consequences that may be relevant in light of the U.S. Holder's particular circumstances, including any alternative minimum or Medicare contribution tax consequences and any tax consequences applicable to U.S. Holders subject to special rules, such as:

- banks, insurance companies and other financial institutions;
- real estate investment trusts or regulated investment companies;
- dealers or traders in securities that use a mark-to-market method of tax accounting;
- persons holding our ADSs or ordinary shares as part of a straddle, integrated transaction or similar transaction;
- persons whose functional currency for U.S. federal income tax purposes is not the U.S. dollar;
- entities or arrangements treated as partnerships for U.S. federal income tax purposes and their partners or investors;
- tax-exempt entities, "individual retirement accounts" or "Roth IRAs";
- persons who acquired our ordinary shares or ADSs pursuant to the exercise of an employee stock option or otherwise as compensation;
- persons that own or are deemed to own 10% or more of our stock by vote or value; or
- persons holding our ADSs or ordinary shares in connection with a trade or business outside the United States.

If a partnership (or other entity that is classified as a partnership for U.S. federal income tax purposes) owns our ADSs or ordinary shares, the U.S. federal income tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. Partnerships owning our ADSs or ordinary shares and partners in such partnerships should consult their tax advisers as to the particular U.S. federal income tax consequences of owning and disposing of our ADSs or ordinary shares.

This discussion is based on the U.S. Internal Revenue Code of 1986, as amended (the "Code"), administrative pronouncements, judicial decisions, the income tax treaty between the United States and France (the "Treaty") and final, temporary and proposed Treasury regulations, all as of the date hereof, any of which is subject to change, possibly with retroactive effect.

As used herein, a "U.S. Holder" is a person that is eligible for Treaty benefits, and that for U.S. federal income tax purposes is a beneficial owner of our ADSs or ordinary shares and:

- a citizen or individual resident of the United States;
- a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States, any state therein or the District of Columbia; or
- an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

Treasury regulations that apply to taxable years beginning on or after December 28, 2021 may in some circumstances prohibit a U.S. person from claiming a foreign tax credit with respect to certain non-U.S. income taxes that are not creditable under applicable income tax treaties. Accordingly, U.S. investors that are not eligible for Treaty benefits should consult their tax advisers regarding the creditability or deductibility of any French taxes imposed on them. This discussion does not apply to investors in this special situation.

In general, if U.S. Holders own our ADSs, they will be treated as owning the underlying ordinary shares represented by those ADSs for U.S. federal income tax purposes. Accordingly, no gain or loss will be recognized if a U.S. Holder exchanges our ADSs for the underlying ordinary shares.

U.S. Holders should consult their tax advisers concerning the U.S. federal, state, local and non-U.S. tax consequences of owning and disposing of our ADSs or ordinary shares in their particular circumstances.

#### ***Our tax residence***

As discussed in this annual report, although we are incorporated in the Netherlands we take the position that we are tax resident only in France. The following discussion assumes that our tax residence position will be respected. Furthermore, this discussion assumes that we are not treated as a U.S. corporation under Section 7874 of the Code. See “*Risk Factors – The IRS may not agree that Technip Energies is a foreign corporation for U.S. federal income tax purposes as a result of the Spin-off;*” “*Risk Factors – The IRS may assert that IRC Section 7874 applies to the Spin-off as a result of TechnipFMC being treated as a U.S. corporation;*” and “*Risk Factors – IRC Section 7874 may limit the ability of Technip Energies’ U.S. affiliates to use certain tax attributes following the Spin-off, increase such U.S. affiliates’ U.S. taxable income or have adverse consequences to our shareholders.*”

#### ***Taxation of Distributions***

The following discussion is subject to the discussion in “– Passive Foreign Investment Company Rules” below.

Distributions paid on our ADSs or ordinary shares, other than certain pro rata distributions of our ordinary shares, will be treated as dividends to the extent paid out of our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Because we do not maintain calculations of our earnings and profits under U.S. federal income tax principles, it is expected that any distributions generally will be reported to U.S. Holders as dividends. Dividends will not be eligible for the dividends-received deduction generally available to U.S. corporations under the Code. Subject to applicable limitations, dividends paid by non-U.S. corporations that are eligible for the benefits of a comprehensive income tax treaty with the United States, such as the Treaty, to certain non-corporate U.S. persons may be eligible for taxation at a preferential tax rate. Non-corporate U.S. Holders should consult their tax advisers regarding the availability of this preferential rate to any dividend paid by us generally and in their particular circumstances. The preferential rate will not apply if we are a PFIC (or treated as a PFIC with respect to a U.S. Holder) for the taxable year of the distribution or the prior taxable year.

Dividends will be included in a U.S. Holder’s income on the date of the U.S. Holder’s, or in the case of our ADSs, the depository’s, receipt. The amount of any dividend income paid in euros will be the U.S. dollar amount calculated by reference to the spot rate in effect on the date of receipt, regardless of whether the payment is in fact converted into U.S. dollars on such date. If the dividend is converted into U.S. dollars on the date of receipt, a U.S. Holder generally should not be required to recognize foreign currency gain or loss in respect of the dividend. A U.S. Holder may have foreign currency gain or loss if the dividend is converted into U.S. dollars after the date of receipt. U.S. Holders of our ADSs should consult their tax advisers regarding the application of these rules to the amount of any dividend paid by us in euros that is converted into U.S. dollars by the depository.

Dividends generally will be income from non-U.S. sources. As described in “— *French Tax Consequences of the Ownership and Disposition of Technip Energies Shares*,” dividends paid by us may be subject to French withholding tax. The amount of dividend income will include any amounts withheld in respect of French withholding tax. Subject to applicable limitations, which vary depending upon the U.S. Holder’s circumstances, French taxes withheld from dividend payments at a rate not in excess of the applicable Treaty rate generally will be creditable against a U.S. Holder’s U.S. federal income tax liability. The rules governing foreign tax credits are complex and U.S. Holders should consult their tax advisers regarding the creditability of foreign taxes in their particular circumstances. In lieu of claiming a credit, a U.S. Holder may elect to deduct French taxes in computing its taxable income, subject to applicable limitations. An election to deduct creditable foreign taxes instead of claiming foreign tax credits applies to all foreign taxes paid or accrued in the relevant taxable year. As discussed above, this discussion assumes that we are not treated as a Dutch tax resident. If dividends are subject to Dutch withholding taxes, U.S. Holders should consult their tax advisers regarding their creditability or deductibility for U.S. federal income tax purposes.

#### ***Sale or Other Taxable Disposition***

The following discussion is subject to the discussion in “— *Passive Foreign Investment Company Rules*” below.

A U.S. Holder will generally recognize capital gain or loss on a sale or other taxable disposition of our ADSs or ordinary shares in an amount equal to the difference between the amount realized on the sale or disposition and the U.S. Holder’s tax basis in the ADSs or ordinary shares disposed of, in each case as determined in U.S. dollars. Any gain or loss will be long-term capital gain or loss if at the time of the sale or disposition the U.S. Holder has owned our ADSs or ordinary shares for more than one year. Long-term capital gains recognized by non-corporate U.S. Holders may be subject to a tax rate that is lower than the rate applicable to ordinary income. The deductibility of capital losses is subject to limitations.

#### ***Passive Foreign Investment Company Rules***

In general, a non-U.S. corporation will be a PFIC for any taxable year in which (i) 75% or more of its gross income consists of passive income or (ii) 50% or more of the average quarterly value of its assets consists of assets that produce, or are held for the production of, passive income. For purposes of the above calculations, a non-U.S. corporation that directly or indirectly owns at least 25% by value of the shares of another corporation is treated as if it held its proportionate share of the assets of the other corporation and received directly its proportionate share of the income of the other corporation. Passive income generally includes interest, dividends, rents and royalties (other than certain rents or royalties derived in the active conduct of a trade or business) and gains from certain property transactions. Cash is a passive asset for PFIC purposes. Goodwill is an active asset to the extent attributable to activities that produce active income.

Based on the composition of our income and assets and the estimated value of our assets (including the estimated value of goodwill, which is based, in part, on our market capitalization), we believe that we were not a PFIC for our 2021 taxable year. Our PFIC status for any taxable year is an annual determination that can be made only after the end of that year and will depend on the composition of our income and assets and the value of our assets for that year. Because (i) we expect to hold a significant amount of cash and cash equivalents for the foreseeable future, and (ii) the value of our goodwill may be determined, in part, by reference to the market price of our shares or ADSs, which may be volatile, there is a risk that we will be a PFIC for our 2022 taxable year and future taxable years.

If we are a PFIC for any taxable year and any of our non-U.S. subsidiaries or other companies in which we own equity interests is also a PFIC (a “Lower-tier PFIC”), U.S. Holders will be deemed to own a proportionate amount (by value) of the shares of each Lower-tier PFIC and will be subject to U.S. federal income tax according to the rules described in the subsequent paragraph on (i) certain distributions by a Lower-tier PFIC and (ii) dispositions of shares of Lower-tier PFICs, in each case as if the U.S. Holders held such shares directly, even though the U.S. Holders will not receive the proceeds of those distributions or dispositions.

Generally, if we are a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares, gain recognized upon a disposition (including, under certain circumstances, a pledge) of our ADSs or ordinary shares by the U.S. Holder will be allocated ratably over the U.S. Holder’s holding period for the ADSs or ordinary shares. The amounts allocated to the taxable year of disposition and to years before we became a PFIC will be taxed as ordinary income. The amount allocated to each other taxable year will be subject to tax at the highest rate in effect for that taxable year for individuals or corporations, as appropriate, and an interest charge will be imposed on the resulting tax liability for each relevant taxable year. Further, to the extent that distributions received during a taxable year by a U.S. Holder on its ADSs or ordinary shares exceed 125% of the average of the annual distributions received on such securities during the preceding three taxable years or the U.S. Holder’s holding period, whichever is shorter, the excess distribution will be subject to taxation in the same manner. If we are a PFIC for any taxable year during which a U.S. Holder owns our ADSs or ordinary shares, we will generally continue to be treated as a PFIC with respect to the U.S. Holder for all succeeding years during which the U.S. Holder owns our ADSs or ordinary shares, even if we cease to meet the threshold requirements for PFIC status. If we are a PFIC for any taxable year but cease to be PFIC for subsequent years, U.S. Holders should consult their tax advisers regarding the advisability of making a “deemed sale” election that will allow them to eliminate the continuing PFIC status under certain circumstances.

Alternatively, if we are a PFIC and if our ordinary shares are “regularly traded” on a “qualified exchange,” a U.S. Holder of our ordinary shares could make a mark-to-market election that would result in tax treatment different from the general tax treatment described in the preceding paragraph. Our ordinary shares will be treated as “regularly traded” in any calendar year in which more than a *de minimis* quantity of the shares are traded on a qualified exchange on at least 15 days during each calendar quarter. The IRS has not identified specific non-U.S. exchanges that are “qualified” for this purpose. Our ADSs are not traded on a qualified exchange. If a U.S. Holder makes the mark-to-market election with respect to our ordinary shares, the U.S. Holder generally will recognize as ordinary income any excess of the fair market value of our ordinary shares at the end of each taxable year over their adjusted tax basis, and will recognize an ordinary loss in respect of any excess of the adjusted tax basis of our ordinary shares over their fair market value at the end of the taxable year (but only to the extent of the net amount of income previously included as a result of the mark-to-market election). If a U.S. Holder makes the election, the U.S. Holder’s tax basis in our ordinary shares will be adjusted to reflect these income or loss amounts. Any gain recognized on the sale or other disposition of our ordinary shares in a year in which we are a PFIC will be treated as ordinary income and any loss will be treated as an ordinary loss (but only to the extent of the net amount of income previously included as a result of the mark-to-market election). There is no provision in the Code or Treasury regulations that would permit U.S. Holders to make mark-to-market elections with respect to Lower-tier PFICs, if any. Therefore, if we are a PFIC for any taxable year and a U.S. Holder makes a mark-to-market election with respect to our ordinary shares, the U.S. Holder may continue to be subject to the general PFIC regime described in the preceding paragraph with respect to any Lower-tier PFIC. U.S. Holders should consult their tax advisers as to the availability and desirability of a mark-to-market election in their particular circumstances if we are a PFIC for any taxable year.

We do not intend to provide the information necessary for U.S. Holders to make “qualified electing fund elections,” which would have resulted in an alternative treatment if we are a PFIC for any taxable year. Therefore, U.S. Holders will not be able to make these elections.

If a U.S. Holder owns our ADSs or ordinary shares during any year in which we are a PFIC, the U.S. Holder generally will be required to file annual reports on IRS Form 8621 (or any successor form) with respect to us, generally with the U.S. Holder’s federal income tax return for that year. U.S. Holders should consult their tax advisers regarding our PFIC status for any taxable year and the potential application of the PFIC rules to us.

### **Information Reporting and Backup Withholding**

In general, payments of dividends and proceeds from the sale or other disposition of our ADSs or ordinary shares that are made within the United States or through certain U.S.-related financial intermediaries may be subject to information reporting and backup withholding, unless (i) the U.S. Holder is a corporation or other “exempt recipient” and (ii) in the case of backup withholding, the U.S. Holder provides a correct taxpayer identification number and certifies that it is not subject to backup withholding. The amount of any backup withholding from a payment to a U.S. Holder will be allowed as a credit against the U.S. Holder’s U.S. federal income tax liability and may entitle it to a refund, provided that the required information is timely furnished to the IRS.

Certain U.S. Holders who are individuals (or certain specified entities) may be required to report information relating to their ownership of our ADSs or ordinary shares, or non-U.S. accounts through which our ADSs or ordinary shares are held. U.S. Holders should consult their tax advisers regarding their reporting obligations with respect to our ADSs or ordinary shares.

**F. Dividends and Paying Agents**

Not applicable.

**G. Statement by Experts**

Not applicable.

**H. Documents on Display**

Our SEC filings are available to you on the SEC's website at <https://www.sec.gov>. This site contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC. The information on that website is not part of this report.

Copies of this Form 20-F as well as our Annual Report 2021, included as exhibit 15.1 to this Form 20-F, can be downloaded from the Investors section of our website at <https://investors.technipenergies.com>. The contents of this website are not incorporated by reference into this Form 20-F. This Form 20-F is also filed and can be viewed via EDGAR on <https://www.sec.gov>.

**I. Subsidiary Information**

Not applicable.

**Item 11. Quantitative and Qualitative Disclosures About Market Risk**

We are subject to financial market risks, including fluctuations in foreign currency exchange rates and interest rates. In order to manage and mitigate our exposure to these risks, we may use derivative financial instruments in accordance with established policies and procedures. We do not use derivative financial instruments where the objective is to generate profits solely from trading activities. As of December 31, 2021 and 2020, substantially all of our derivative holdings consisted of foreign currency forward contracts and foreign currency instruments embedded in purchase and sale contracts.

These forward-looking disclosures only address potential impacts from market risks as they affect our financial instruments and do not include other potential effects that could impact our business as a result of changes in foreign currency exchange rates, interest rates, commodity prices or equity prices.

***Foreign Currency Exchange Rate Risk***

We conduct operations around the world in a number of different currencies. Many of our significant foreign subsidiaries have designated the local currency as their functional currency. Our earnings are therefore subject to change due to fluctuations in foreign currency exchange rates when the earnings in foreign currencies are translated into Euros. We do not hedge this translation impact on earnings. A 10% increase or decrease in the average exchange rates of all foreign currencies as of December 31, 2021, would have changed the Technip Energies Group's revenue and profit (loss) before income taxes attributable to the Technip Energies Group by approximately €221.1 million and €33.6 million, respectively.

When transactions are denominated in currencies other than our subsidiaries' respective functional currencies, we manage these exposures through the use of derivative instruments. We primarily use foreign currency forward contracts to hedge the foreign currency fluctuation associated with firmly committed and forecasted foreign currency denominated payments and receipts. The derivative instruments associated with these anticipated transactions are usually designated and qualify as cash flow hedges, and as such the gains and losses associated with these instruments are recorded in other comprehensive income until such time that the underlying transactions are recognized. Unless these cash flow contracts are deemed to be ineffective or are not designated as cash flow hedges at inception, changes in the derivative fair value will not have an immediate impact on our results of operations since the gains and losses associated with these instruments are recorded in other comprehensive income. When the anticipated transactions occur, these changes in value of derivative instrument positions will be offset against changes in the value of the underlying transaction. When an anticipated transaction in a currency other than the functional currency of an entity is recognized as an asset or liability on the balance sheet, we also hedge the foreign currency fluctuation of these assets and liabilities with derivative instruments after netting our exposures worldwide. These derivative instruments do not qualify as cash flow hedges.



Occasionally, we enter into contracts or other arrangements containing terms and conditions that qualify as embedded derivative instruments and are subject to fluctuations in foreign exchange rates. In those situations, we enter into derivative foreign exchange contracts that hedge the price or cost fluctuations due to movements in the foreign exchange rates. These derivative instruments are not designated as cash flow hedges.

For foreign currency forward contracts hedging anticipated transactions that are accounted for as cash flow hedges, a 10% increase in the value of the Euro would have resulted in an additional loss of €65.0 million in the net fair value of cash flow hedges reflected in the consolidated statement of financial position as of December 31, 2021.

### **Interest Rate Risk**

As of December 31, 2021, the net cash position of the Technip Energies Group (cash and cash equivalents, less financial debts) amounted to €2,955.3 million. A 1% (100 basis points) increase in interest rates would generate an additional profit of €29.6 million before tax in the net cash position. A 1% (100 basis points) decrease in interest rates would generate a loss of the same amount.

We assess effectiveness of forward foreign currency contracts designated as cash flow hedges based on changes in fair value attributable to changes in spot rates. We exclude the impact attributable to changes in the difference between the spot rate and the forward rate for the assessment of hedge effectiveness and recognize the change in fair value of this component immediately in earnings. Considering that the difference between the spot rate and the forward rate is proportional to the differences in the interest rates of the countries of the currencies being traded, we do not have significant exposure in the unrealized valuation of our forward foreign currency contracts to relative changes in interest rates between countries in our results of operations. Based on our portfolio at December 31, 2021, we have material positions with exposure to interest rates in the United States of America, the European Community, the United Kingdom, the Republic of India, The People's Republic of China and the United Mexican States.

## **Item 12. Description of Securities Other Than Equity Securities**

### **A. Debt Securities**

Not applicable.

### **B. Warrants and Rights**

Not applicable.

### **C. Other Securities**

Not applicable.

### **D. American Depositary Shares**

#### *Fees and Charges Payable by American Depositary Shares Holders*

The Company's American Depositary Receipt ("ADR") program is administered by JPMorgan Chase Bank, N.A. ("J.P. Morgan"), as the depository. The holder of an American Depositary Share ("ADS") may have to pay the following fees and charges to J.P. Morgan in connection with ownership of the ADS:

<b>Category</b>	<b>Depository actions</b>	<b>Associated fee or charge</b>
(a) Depositing or substituting the underlying shares	Issuances against deposits of shares, including deposits and issuances pursuant to a stock dividend or stock split declared by the Company or issuances pursuant to a merger, exchange of securities or any other transaction or event affecting the ADSs or the deposited securities	Up to \$5.00 for each 100 ADSs (or portion thereof) issued or delivered (as the case may be). The depository may sell (by public or private sale) sufficient securities and property received in respect of share distributions, rights and other distributions prior to such deposit to pay such charge
(b) Receiving or distributing dividends	Cash distributions made or any elective cash/stock dividend offered, pursuant to the deposit agreement	\$0.05 or less per ADS
(c) Selling or exercising rights	Distribution or sale of securities, the fee being in an amount equal to the fee for the execution and delivery of ADSs which would have been charged as a result of the deposit of such securities	Up to \$5.00 for each 100 ADSs (or portion thereof)
(d) Withdrawing, cancelling or reducing an underlying security	Acceptance of ADSs surrendered for withdrawal, cancellation or reduction of deposited securities	Up to \$5.00 for each 100 ADSs (or portion thereof) surrendered, cancelled or reduced (as the case may be). The depository may sell (by public or private sale) sufficient securities and property received in respect of share distributions, rights and other distributions prior to such deposit to pay such charge
(e) Transferring, combination or split-up of receipts	Transfer, combination and split-up of ADSs	\$1.50 per ADS
(f) General depository services, particularly those charged on an annual basis	Services performed by the depository in administering the ADSs	\$0.05 or less per ADS per calendar year (or portion thereof), payable at the sole discretion of the depository by billing ADS holders or by deducting such charge from one or more cash dividends or other cash distributions
(g) Fees and expenses of the depository	Fees and expenses incurred by the depository or the depository's agents on behalf of holders (including, without limitation, compliance with foreign exchange control regulations or any law or regulation relating to foreign investment) in connection with the servicing of the shares or other deposited securities, the sale of securities (including, without limitation, deposited securities), the delivery of deposited securities or otherwise in connection with the depository's or its custodian's compliance with applicable law, rule or regulation	Expenses payable at the sole discretion of the depository by billing ADS holders or by deducting such charges from one or more cash dividends or other cash distributions

In addition to the fees outlined above, each holder will be responsible for any taxes or other governmental charges payable on his or her Technip Energies ADSs or on the deposited securities underlying his or her Technip Energies ADSs. The depository may refuse to effect any registration, registration of transfer, split-up or combination hereof or any withdrawal of the deposited securities underlying a holder's Technip Energies ADSs until such taxes or other charges are paid. It may also deduct from any distributions on or in respect of ADSs, or may sell by public or private sale for the account of the holder hereof any part or all of such ADSs, and may apply such deduction or the proceeds of any such sale in payment of such tax or other governmental charge and the holder will remain liable for any deficiency. If it sells deposited securities, it will, if appropriate, reduce the number of Technip Energies ADSs to reflect the sale and pay to the holder any proceeds, or send to the holder any property, remaining after it has paid the taxes. For additional information regarding taxation, see our response under Item 10.E.

J.P. Morgan has agreed to share, on an annual basis, with Technip Energies portions of certain fees collected, less ADS program expenses paid by the depository. For example, these expenses include the depository's annual program fees, transfer agency fees, custody fees, legal expenses, and certain other out-of-pocket costs and expenses in connection with ADS program. In respect of the contractual period through February 2022, the depository paid aggregate fees and made other direct and indirect payments to Technip Energies in an amount of \$1.8 million.

For additional information on Technip Energies shares and the Technip Energies ADSs, please refer to Exhibit 2.1, filed with this Form 20-F.

## PART II

### Item 13. Defaults, Dividend Arrearages and Delinquencies

None.

### Item 14. Material Modifications to the Rights of Security Holders and Use of Proceeds

None.

#### Use of Proceeds

The Company did not receive any cash or other proceeds from the Spin-off.

### Item 15. Controls and Procedures

#### *Disclosure controls and procedures*

As required by Rules 13a-15(b) and 15d-15(b) under the Exchange Act, our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act), as of the end of the period covered by this annual report on Form 20-F. Based on such evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of December 31, 2021, our disclosure controls and procedures were effective at the reasonable assurance level.

In designing and evaluating our disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management is required to apply its judgment in evaluating and implementing possible controls and procedures.

#### *Management's annual report on internal control over financial reporting*

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process designed by, or under the supervision of, the Chief Executive Officer and Chief Financial Officer, and effected by the Company's Board of Directors, management and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS as issued by the IASB and endorsed by the European Union.

Our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2021. In making this assessment, our management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in "Internal Control—Integrated Framework (2013)". Based on our assessment, our management concluded that our internal control over financial reporting was effective as of December 31, 2021, based on criteria stated in "Internal Control – Integrated Framework (2013)" issued by the COSO.

The effectiveness of any system of internal control over financial reporting is subject to inherent limitations, including the exercise of judgment in designing, implementing, operating, and evaluating the controls and procedures, and the inability to eliminate misconduct completely. Accordingly, any system of internal control over financial reporting can only provide reasonable, not absolute, assurances. In addition, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. We intend to continue to monitor and upgrade our internal controls as necessary or appropriate for our business, but cannot assure that such improvements will be sufficient to provide us with effective internal control over financial reporting.

#### **Attestation Report of the Registered Public Accounting Firm**

This annual report on Form 20-F does not include an attestation report of the company's registered public accounting firm due to a transition period established by rules of the SEC for newly public companies.

#### **Changes in Internal Control Over Financial Reporting**

There were no changes to our internal control over financial reporting during the year ended December 31, 2021 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

#### **Item 16. [Reserved]**

#### **Item 16A. Audit Committee Financial Expert**

Three members of our Audit Committee, Ms. Debon, Mr. Caudoux and Mr. Eyers, have been determined to be financial experts. See also section 5.1.9.1. "Audit Committee" of our Annual Report 2021, pages 131-132, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

#### **Item 16B. Code of Ethics**

Technip Energies' aim of building a better tomorrow is intrinsically linked to respect of its values. Our Code of Business conduct serves as a fundamental guide that must be read and complied with by our directors, officers, and employees. For more information, reference is made to section 3.4.1. "Technip Energies Code of Business Conduct" of our Annual Report 2021, page 89, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein. Our Code of Business Conduct is available in the English language in our website at <https://www.technipenergies.com/about/governance>, and is also filed with this Form 20-F as Exhibit 11.1 and incorporated by reference herein.

#### **Item 16C. Principal Accountant Fees and Services**

	<b>For the year ended December 31, 2021 in millions of €</b>
Fees payable to Technip Energies' auditors for the audit of its annual financial statements	(1.8)
Fees payable to Technip Energies' auditors and its associates for the audit of its subsidiaries	(3.7)
<b>Total audit fees</b>	<b>(5.5)</b>
Audit-related fees	-
Tax fees	-
Other fees	(0.9)
<b>Total fees payable for non-audit services</b>	<b>(0.9)</b>

**Audit Fees**

“Audit fees” are the aggregate fees earned by the auditors for the audit of our consolidated annual financial statements, reviews of interim financial statements and attestation services that are provided in connection with statutory and regulatory filings or engagements.

**Audit-Related Fees**

“Audit-related fees” are fees charged for assurance and related services that are reasonably related to the performance of the audit or review of our financial statements and are not reported under “Audit fees.” This category comprises fees for internal control reviews, agreed-upon procedure engagements and other attestation services subject to regulatory requirements.

**Tax Fees**

“Tax Fees” include fees billed for tax compliance.

**Other Fees**

“All other fees” are the fees for products and services other than those in the above three categories.

**Audit Committee’s Pre Approval Policies and Procedures**

The Audit Committee assesses and pre-approves an overall budget for audit services to be provided by the statutory auditors. The Audit Committee assesses and pre-approves all non-audit services engagements provided by the independent auditors, with the exception of de minimis service engagements of up to €30,000, in each instance, if in the aggregate the sum of such de minimis services do not exceed €100,000 per quarter and which can be approved by the Chief Financial Officer (“CFO”) jointly with the VP of Internal Audit. The CFO provides a report on such de minimis non-audit services as requested by the Chair of the Audit Committee and in any event not later than at the next scheduled Audit Committee.

**Item 16D. Exemptions from the Listing Standards for Audit Committees**

Not applicable.

**Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers**

Period <sup>(2)</sup>	Total Number of Shares (or Units) Purchased (a)	Average Price Paid per Share (or Unit) in € (b)	Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs (c)	Maximum Value of Shares (or Units) that may yet be purchased under the Plans or Programs in € (d)
February 12-28, 2021	—	—	—	—
March 2021	—	—	—	—
April 2021 <sup>(1)</sup>	1,801,802	€ 11.10	—	—
May 2021	—	—	—	—
June 2021	—	—	—	—
July 2021	69,193 <sup>(2)</sup>	€ 11.20	—	—
August 2021	40,750 <sup>(2)</sup>	€ 11.10	—	—
September 2021	(58,700) <sup>(2)</sup>	€ 12.29	—	—
October 2021	87,000 <sup>(2)</sup>	€ 13.52	—	—
November 2021	83,206 <sup>(2)</sup>	€ 12.99	—	—
December 2021	(11,115) <sup>(2)</sup>	€ 12.46	—	—
<b>Total</b>	<b>2,012,136</b>	<b>€ 12.09</b>	—	—

(1) On April 26, 2021, Technip Energies acquired from TechnipFMC 1,801,802 shares, concurrently with TechnipFMC’s announced sell-down at a price per Share equal to the price set in a separate accelerated book building process, to cover future obligations under equity incentive plans. As long as these shares are kept in treasury, these shares have no voting rights and are not entitled to profits or reserves of Technip Energies. The price per share was €11.10 for total proceeds of €20,000,002.

(2) Pursuant to a liquidity agreement dated July 9, 2021, Kepler Chevreux is authorized to carry out purchases and sales of Technip Energies shares to enhance the liquidity of the shares and improve the regularity of trading. Any shares held by Kepler Chevreux pursuant to this agreement are deemed kept in treasury and have no voting rights and are not entitled to profits or reserves of Technip Energies. These numbers represent the net number of shares purchased and sold by Kepler Chevreux in the applicable calendar month.

On March 22, 2022, Technip Energies announced a share buy-back program of up to €29,850,000 to be executed until December 31, 2022. The Company intends to carry out the buy-back program, and hold the shares bought back as treasury stock, for the purpose of meeting its obligations under equity incentive plans.

**Item 16F. Change in Registrant’s Certifying Accountant**

Not applicable.

**Item 16G. Corporate Governance**

Not applicable.

**Item 16H. Mine Safety Disclosure**

Not applicable.

**Item 16I. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections**

Not applicable.

**PART III**

**Item 17. Financial Statements**

Please see our response to Item 18.

**Item 18. Financial Statements**

Please see Annual Report 2021, section 9.1. “Consolidated financial statements for the year ended December 31, 2021” on pages 174-241, included as exhibit 15.1 to this Form 20-F and incorporated by reference herein.

Below is the audit opinion of PricewaterhouseCoopers Audit (PCAOB ID 1347).

## Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Technip Energies N.V.

### ***Opinion on the Financial Statements***

We have audited the accompanying consolidated statement of financial position of Technip Energies N.V. and its subsidiaries (the “Company”) as of December 31, 2021 and 2020, and the related consolidated statements of income, comprehensive income, changes in equity, and cash flows for each of the three years in the period ended December 31, 2021, including the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2021 in conformity with International Financial Reporting Standards (“IFRS”) as issued by the International Accounting Standards Board (“IASB”) and endorsed by the European Union (“EU”).

### ***Basis for Opinion***

These consolidated financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these consolidated financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

### ***Critical Audit Matters***

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.



*Revenue Recognition - Determination of Estimated Costs to Complete for Long-Term Contracts*

As described in Notes 1.6.b, 1.7 and 4.1 to the consolidated financial statements, the majority of the Company's total revenue of €6.4 billion for the year ended December 31, 2021 was generated from long-term contracts. For the Company's long-term contracts, because of control transferring over time, revenue is recognized based on the extent of progress towards completion of the performance obligation. The selection of the method to measure progress towards completion requires judgment and is based on the nature of the products or services to be provided. The Company generally uses the cost-to-cost measure of progress for its contracts considering it best depicts the transfer of control to the customer which occurs as the Company incurs costs on the contracts. Under the cost-to-cost measure of progress, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the total estimated costs at completion of the performance obligation. Revenues, including estimated fees or profits, are recorded proportionally as costs are incurred. Due to the nature of the work required to be performed on many of the performance obligations, management's estimation of total revenue and cost at completion is complex, subject to many variables and requires significant judgment.

The principal considerations for our determination that performing procedures relating to revenue recognition - determination of estimated costs to complete for long-term contracts is a critical audit matter are the significant judgment by management when determining the estimated costs to complete for long-term contracts which in turn led to a high degree of auditor judgment, subjectivity and effort in performing procedures and evaluating management's significant assumptions related to the estimates of costs to complete.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the revenue recognition process, including controls over the determination of estimated costs to complete for long-term contracts. These procedures also included, among others, testing management's process for determining the estimated costs to complete for a selection of long-term contracts by (i) obtaining executed purchase orders and agreements, (ii) evaluating the appropriateness of the method used to measure progress towards completion, (iii) testing the completeness and accuracy of the underlying data used by management, and (iv) evaluating the reasonableness of significant assumptions related to estimated costs to complete. Evaluating the reasonableness of significant assumptions related to estimated costs to complete long-term contracts involved, as applicable, (i) comparing changes in total estimated costs with prior period estimates, (ii) evaluating the competency and objectivity of project engineers providing significant input utilized in management's calculations, and (iii) assessing the adequacy of contract contingency provisions.

/s/ PricewaterhouseCoopers Audit

Neuilly-sur-Seine, France

March 25, 2022

We have served as the Company's auditor since 2019.

## Item 19. Exhibits

## A. EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">1.1</a>	Unofficial English translation of the Deed of Amendment of the Articles of Association of Technip Energies N.V., dated February 16, 2021, incorporated by reference to the registrant's report furnished to the SEC on Form 6-K on February 22, 2021
<a href="#">2.1</a>	Description of Securities
<a href="#">4.1</a>	Separation and Distribution Agreement by and between TechnipFMC plc and Technip Energies B.V., dated as of January 7, 2021
<a href="#">4.2</a>	Tax Matters Agreement by and between TechnipFMC plc and Technip Energies N.V., dated as of February 16, 2021
<a href="#">4.3</a>	Employee Matters Agreement by and between TechnipFMC plc and Technip Energies N.V., dated as of February 15, 2021
<a href="#">4.4</a>	Transition Services Agreement by and between TechnipFMC plc and Technip Energies N.V., dated as of February 15, 2021
<a href="#">4.5</a>	Patent License Agreement by and between TechnipFMC plc and Technip Energies N.V., dated as of February 15, 2021
<a href="#">4.6</a>	Coexistence and Trademark Matters Agreement by and between TechnipFMC plc and Technip Energies N.V., dated as of February 15, 2021
<a href="#">4.7</a>	Relationship Agreement by and among Technip Energies B.V., Bpifrance Participations SA and TechnipFMC plc, dated as of January 7, 2021
<a href="#">4.8</a>	Amendment no. 1 to the Relationship Agreement by and among Technip Energies N.V., Bpifrance Participations SA and TechnipFMC plc, dated as of May 6, 2021
<a href="#">8.1</a>	List of subsidiaries of the registrant
<a href="#">11.1</a>	Code of Business Conduct of the registrant
<a href="#">12.1</a>	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
<a href="#">12.2</a>	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
<a href="#">13.1*</a>	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
<a href="#">13.2*</a>	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
<a href="#">15.1</a>	Annual Report 2021, including the Consolidated Financial Statements, of the registrant
<a href="#">15.2</a>	Prospectus on Form 424B1 filed with the Securities and Exchange Commission on February 12, 2021 (Registration No. 333-252215) and incorporated by reference to this Form 20-F
<a href="#">15.3</a>	Consent of independent registered public accounting firm
101	Inline XBRL file
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101).

\* Furnished herewith.

**SIGNATURE**

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this Annual Report on its behalf.

TECHNIP ENERGIES N.V.

By: /s/ Arnaud Pieton

Name: Arnaud Pieton

Title: Chief Executive Officer

Date: March 25, 2022

**DESCRIPTION OF SECURITIES REGISTERED PURSUANT  
TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934**

Technip Energies N.V. (“**Technip Energies**” or the “**Company**”) has one class of securities registered under Section 12 of the Securities Exchange Act of 1934, the ordinary shares, par value EUR 0.01 per share (“**Shares**”). The Shares trade on the Euronext Paris Stock Exchange.

**ORDINARY SHARES**

The following paragraphs summarize information concerning Technip Energies’ share capital and material provisions of Technip Energies’ articles of association (the “**Articles of Association**”) and applicable Dutch law. The following description of Technip Energies’ Shares is a summary and does not purport to be complete. An unofficial English translation of the Articles of Association has been filed with the Securities and Exchange Commission as Exhibit 1.1 to our Annual Report on Form 20-F of which this Exhibit is a part.

**Board Structure**

Technip Energies has a one-tier board structure, consisting of executive and non-executive directors (“**Directors**”). The number of executive and non-executive Directors is to be determined by the board of Technip Energies (the “**Board**”).

**The Board**

*Appointment and Dismissal of Directors*

Under the Articles of Association, Directors are appointed by the Technip Energies general meeting (the “**General Meeting**”) upon a binding nomination by the Board. The General Meeting may at all times overrule the binding nomination by a resolution adopted by a majority of two-thirds of the votes cast, representing more than half of the issued and outstanding share capital. If no resolution can be adopted as a consequence of the fact that half of the issued and outstanding share capital or less is represented, a second General Meeting as referred to in article 2:130(3) BW cannot be convened. If the nomination comprises one candidate for a vacancy, a resolution concerning the nomination shall result in the appointment of the candidate, unless the nomination is overruled.

If a binding nomination for the appointment of a Director is overruled, the Board may make a new binding nomination for such vacancy.

The General Meeting may at any time suspend or dismiss a Director. A resolution to suspend or dismiss a Director other than at the proposal of the Board requires a two-thirds majority of the votes cast, representing more than half of the issued and outstanding share capital. If no resolution can be adopted as a consequence of the fact that half of the issued and outstanding share capital or less is represented, a second General Meeting as referred to in article 2:130(3) BW cannot be convened.

*Decision Making*

Pursuant to the board rules where possible, the Board adopts its resolutions by unanimous vote. If this is not possible, the resolution is adopted by a majority of votes cast. In the event of a tie vote, the proposal is rejected.

Pursuant to the board rules, the Board may only adopt resolutions at a meeting if the majority of the Directors entitled to vote is present or represented at the meeting.

Resolutions of the Board entailing a significant change in the identity or character of Technip Energies or its associated business enterprise require the approval of the General Meeting. This includes in any case: (i) the transfer to a third party of the business enterprise of Technip Energies or practically the entire business enterprise of Technip Energies; (ii) the entry into or breaking off of any long-term cooperation of Technip Energies or a subsidiary with another legal entity or company or as a fully liable partner of a general partnership or limited partnership, where such entry or breaking off is of material importance to Technip Energies; or (iii) the acquisition or disposal by Technip Energies or a subsidiary of an interest in the capital of a company with a value of at least one-third of Technip Energies’ assets according to the consolidated balance sheet with explanatory notes included in the last adopted annual accounts of Technip Energies. Failure to obtain the approval of the General Meeting for these resolutions of the Board does not affect the power of representation of the Board.

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## ***Representation***

The Board as a whole is authorized to represent Technip Energies. In addition, Technip Energies may be represented by an executive Director acting individually. The Board may appoint individuals with general or limited power to represent Technip Energies. Each of these individuals shall be able to represent Technip Energies with due observance of any restrictions imposed on him or her.

## **Share Capital**

### ***Authorized and issued share capital of Technip Energies***

The authorized share capital of Technip Energies consists of 850,000,000 Shares with a nominal value of EUR 0.01 each. As of December 31, 2021, the issued and paid up capital consists of 179,827,459 Shares and amounts to €1,798,274.59.

### ***Issuance of Shares***

The Articles of Association provide that Shares may be issued or rights to subscribe for Shares may be granted pursuant to a resolution adopted at the General Meeting, or alternatively, by the Board if so designated by the General Meeting. A resolution of the General Meeting to issue Shares or to grant rights to subscribe for Shares can only be adopted at the proposal of the Board. Shares may be issued or rights to subscribe for Shares may be granted by a resolution of the Board, if and insofar as the Board is designated to do so by the General Meeting. Designation by resolution of the General Meeting cannot be withdrawn unless determined otherwise at the time of designation. The scope and duration of the Board's authority to issue shares or grant rights to subscribe for Shares (such as granting stock options or issuing convertible bonds) is determined by a resolution of the General Meeting and relates, at the most, to all unissued Shares in Technip Energies' authorized capital on the date on which the Board resolves to issue Shares or grant rights to subscribe for Shares. The duration of this authority may not exceed a period of five years. Designation of the Board as the body authorized to issue shares or grant rights to subscribe for shares may be extended by a resolution of the General Meeting for a period not exceeding five years in each case. The number of Shares that may be issued is determined at the time of designation.

No shareholders' resolution or resolution of the Board is required to issue shares pursuant to the exercise of a previously granted right to subscribe for shares.

The General Meeting has authorised the Board, for a period of five years from February 16 2021, to issue Shares and grant rights to subscribe for Shares up to the entire Technip Energies' authorized share capital from time to time.

### ***Pre-emptive Rights***

Dutch law and the Articles of Association give shareholders pre-emptive rights to subscribe on a pro rata basis for any issue of new Shares or, upon a grant of rights, to subscribe for Shares. Shareholders have no pre-emptive rights upon (i) the issue of Shares against a payment in kind (being a contribution other than in cash); (ii) the issue of Shares to Technip Energies' employees or the employees of a group company; and (iii) the issue of Shares to persons exercising a previously granted right to subscribe for Shares.

Pursuant to the Articles of Association, the General Meeting may restrict or exclude the pre-emptive rights of shareholders or authorize the Board to do so. A resolution of the General Meeting to restrict or exclude the pre-emptive rights, may only be adopted at the proposal of the Board. A resolution of the General Meeting to exclude or restrict pre-emptive rights, or to authorize the Board to exclude or restrict pre-emptive rights, requires a majority of the votes cast, if more than or equal to 50% of Technip Energies' issued and outstanding share capital is present or represented at the General Meeting. A resolution of the General Meeting to exclude or restrict pre-emptive rights, or to authorize the Board to exclude or restrict pre-emptive rights, requires a majority of at least two-thirds of the votes cast, if less than 50% of Technip Energies' issued and outstanding share capital is present or represented at the General Meeting.

The designation of the Board as the body competent to restrict or exclude the pre-emptive rights may be extended by a resolution of the General Meeting for a period not exceeding five years in each case. Designation by resolution of the shareholders at the General Meeting cannot be withdrawn unless determined otherwise at the time of designation.

The General Meeting has authorized the Board for a period of five years from February 16 2021, to restrict or exclude the pre-emptive rights upon the issuance of shares in accordance with the authorization of the Board described above under "—Issuance of Shares".

### ***Acquisition by Technip Energies of Shares***

Technip Energies and each of its subsidiaries may acquire Shares, subject to certain provisions of Dutch law and the Articles of Association or the articles of association of such subsidiary, as applicable. Shares may be acquired by Technip Energies or a subsidiary against no consideration or against consideration. Shares may only be acquired against consideration if (i) Technip Energies' shareholders' equity less the acquisition price is not less than the sum of the paid-up and called-up share capital and any reserves to be maintained by Dutch law or the Articles of Association, (ii) Technip Energies and Technip Energies' subsidiaries would not thereafter hold shares or hold shares as pledgee with an aggregate nominal value exceeding 50% of Technip Energies' then current issued and outstanding share capital, and (iii) the Board has been designated to do so by the General Meeting. The designation of the Board is not required if Technip Energies acquires fully paid-up Shares for the purpose of transferring these to Technip Energies employees or the employees of a member of the Company under any applicable equity compensation plan.

The General Meeting has authorized the Board for a period of 18 months from February 16 2021, to repurchase up to 50% of Technip Energies' issued and outstanding share capital at February 16 2021.

### ***Transfer of Shares***

The transfer of registered Shares (other than in book-entry form) requires a Dutch deed executed for that purpose and, save in the event that Technip Energies itself is a party to the transaction, written acknowledgement by Technip Energies. For as long as the Shares are listed on a regulated foreign stock exchange, the Board may resolve, with due observation of the statutory requirements, that the property law aspects of the Shares, are governed by the law of the state of establishment of such stock exchange or by the law of the state in which transfers and other legal acts under property law relating to the Shares can or must be made with the consent of such stock exchange.

### ***Capital Reduction***

The General Meeting may resolve, at the proposal of the Board, to reduce the issued and outstanding share capital by a cancellation of Shares or by reducing the nominal value of the Shares by amending the Articles of Association. A resolution to cancel Shares may only relate to shares held by Technip Energies itself. A reduction of the nominal value of Shares, with or without repayment, must be made pro rata on all Shares concerned. This requirement may be waived if all shareholders concerned so agree.

A resolution of the General Meeting to reduce the share capital requires a majority of the votes cast, if more than or equal to half of the issued and outstanding share capital is present or represented at the General Meeting. A resolution of the General Meeting to reduce the share capital requires a majority of at least two-thirds of the votes cast, if less than half of the issued and outstanding share capital is present or represented at the General Meeting.

In addition, Dutch law contains detailed provisions regarding the reduction of capital. A resolution to reduce the issued and outstanding share capital shall not take effect as long as creditors can have legal recourse against the resolution.

### ***Dividends and Other Distributions***

#### ***Amount Available for Distribution***

Pursuant to Dutch law and the Articles of Association, the distribution of profits will take place following the adoption of the annual accounts, from which Technip Energies will determine whether such distribution is permitted. Technip Energies may make distributions to the shareholders, whether from profits or from Technip Energies' freely distributable reserves, only insofar as Technip Energies' shareholders' equity exceeds the sum of the paid-up and called-up share capital plus the reserves required to be maintained by Dutch law.

The Board may resolve to reserve the profits or part of the profits. Any profits remaining after the reservation referred to in the previous sentence by the Board will be at the disposal of the General Meeting, which may resolve to add the remaining profits to the reserves or distribute it among the shareholders. Distributions of dividends will be made to shareholders pro rata to their shareholding.

Subject to Dutch law and the Articles of Association, the Board may resolve to distribute an interim dividend on Shares. For this purpose, the Board must prepare an interim statement of assets and liabilities. Such interim statement shall show Technip Energies' financial position not earlier than on the first day of the third month before the month in which the resolution to make the interim distribution is announced. An interim dividend can only be paid if (i) an interim statement of assets and liabilities is drawn up showing that the funds available for distribution are sufficient, and (ii) Technip Energies' shareholders' equity exceeds the sum of the paid-up and called-up share capital plus the reserves required to be maintained by Dutch law.

At the proposal of the Board, the General Meeting may resolve that Technip Energies make distributions to its shareholders from one or more of Technip Energies' freely distributable reserves, other than by way of profit distribution.

Dividends and other distributions shall be made payable on the date determined by the Board. Claims to dividends and other distributions not made within five years from the date that such dividends or distributions became payable will lapse and any such amounts will be considered to have been forfeited to Technip Energies.

#### **Dissolution and Liquidation**

Technip Energies may only be dissolved by a resolution of the General meeting at the proposal of the Board. If a resolution to dissolve Technip Energies is to be submitted to a General Meeting, this must in all cases be stated in the notice convening the General Meeting. If the General Meeting resolves to dissolve Technip Energies, the Directors will be charged with the liquidation of the business of Technip Energies, unless the General Meeting resolves otherwise at the proposal of the Board. During liquidation, the provisions of the Articles of Association will remain in force as far as possible.

Any surplus remaining after settlement of all debts and liquidations costs will be distributed to the holders of Shares pro rata to their shareholding.

#### **Exchange Controls and Other Provisions Relating to Non-Dutch Shareholders**

Pursuant to Dutch law, there are no exchange controls applicable to the transfer to persons outside of the Netherlands of dividends or other distributions with respect to, or of the proceeds from the sale of, shares of a Dutch company.

Pursuant to Dutch law, there are no exchange controls applicable to Technip Energies' import or export of capital, including the availability of cash and cash equivalents to Technip Energies as a Dutch company.

#### **Shareholder Rights**

Shareholders have voting rights and are entitled to one vote per share on all matters submitted to voting at the General Meeting. One or more shareholders who solely or jointly represent at least 3% of the issued and outstanding share capital may request to include items on the agenda of a General Meeting. One or more shareholders who solely or jointly represent 10% of the issued and outstanding share capital may request the Board to convene a General Meeting.

Shareholders are entitled to receive dividends pro rata to their shareholding. Upon Technip Energies' liquidation or dissolution, any surplus remaining after settlement of all debts and liquidation costs will be distributed to the shareholders pro rata to their shareholding.

Shareholders may inspect the annual accounts, management report, audit statement and other additional information of Technip Energies as prescribed by Dutch law at Technip Energies' offices from the day of the notice convening the General Meeting at which these documents are to be considered. Under Dutch law, if requested by a shareholder, usufructuary or pledgee of Shares, the Board must provide an extract from the Technip Energies' shareholders register in relation to his or her title to a Share free of charge.

There are no limitations imposed by Dutch law or the Articles of Association restricting the rights of non-residents of the Netherlands or non-citizens of the Netherlands to hold or vote shares of Technip Energies.

#### **Changes to Shareholder Rights**

To the extent allowed under Dutch law, the rights of shareholders can be changed through an amendment of the Articles of Association. A resolution to amend the Articles of Association can only be adopted at the proposal of the Board.

A resolution to exclude or limit pre-emptive rights of shareholders can only be adopted at the proposal of the Board. Such resolution or the authorization to exclude or limit pre-emptive rights by the General Meeting to the Board requires a two-thirds majority of the votes cast, if less than 50% of the issued and outstanding share capital is present or represented at the General Meeting.

Both a resolution to amend the Articles of Association and a resolution to exclude or limit pre-emptive rights must meet the standards of reasonableness and fairness that must be observed by the Board and shareholders towards shareholders whose position could be prejudiced as a result of such resolution.

No obligation other than to pay up the nominal amount of a Share may be imposed upon a shareholder against his will.

## **General Meetings and Voting Rights**

### ***General Meeting***

General Meetings are held in the Netherlands at the place where Technip Energies has its corporate seat (Amsterdam), or at Eindhoven, Groningen, Haarlem, Haarlemmermeer (Schiphol Airport), Hoofddorp, Maastricht, Rotterdam, The Hague, or Zoetermeer (the Netherlands). The annual General Meeting shall be held no later than six months after the end of the financial year on the date and hour and at the place mentioned in the convening notice. Additional extraordinary General Meetings may also be held whenever considered appropriate by the Board. Pursuant to Dutch law, one or more shareholders, who solely or jointly represent at least one-tenth of the issued and outstanding share capital, may request the Board to convene a General Meeting. If the Board has not taken the steps necessary to ensure that a General Meeting is held within the relevant statutory period after the request, the requesting persons may, at his/her/their request, be authorized by a court in preliminary relief proceedings to convene a General Meeting.

General Meetings shall be convened by a notice, which shall include an agenda stating the items to be discussed, including for the annual General Meeting, among other things, the discussion and adoption of the annual accounts, appropriation of Technip Energies profits, and proposals relating to the Board, including the filling of any vacancies in the Board and the advisory vote on Technip Energies' remuneration report. In addition, the agenda shall include such items as have been included therein by the Board. One or more shareholders, alone or together, representing at least 3% of the issued and outstanding share capital may also request to include items in the agenda of a General Meeting. Requests must be made in writing and received by the Board at least 60 days before the day of the meeting. No resolutions shall be adopted on items other than those which have been included in the agenda.

Dutch law provides for a statutory cooling-off period of up to 250 days. During this cooling-off period, the General Meeting is not able to dismiss or suspend Directors unless upon a proposal by the Board. The cooling-off period can be invoked by the Board in case: (a) shareholders, using either their shareholder proposal right or their right to request a General Meeting, propose an agenda item for the General Meeting to dismiss or suspend a Director; or (b) a public offer for Technip Energies is made or announced without the Technip Energies' support, provided, in each case, that the Board believes that such proposal or offer materially conflicts with the interests of Technip Energies and its business.

The cooling-off period, if invoked, ends at occurrence of the earliest of the following events: (a) the expiration of 250 days from, in case of shareholders using their shareholder proposal right, the day after the deadline for making such proposal expired; in case of shareholders using their right to request a General Meeting of Shareholders, the day when they obtain court authorization to do so; or in case of a hostile offer being made, the first following day, (b) the day after the hostile offer having been declared unconditional; or (c) the Board voluntarily terminating the cooling-off period. In addition, shareholders representing at least 3% of Technip Energies' issued share capital may request the enterprise chamber of the court of appeal in Amsterdam for early termination of the cooling-off period.

In addition to the statutory cooling-off period, the Code provides for a 180-day response period. If one or more shareholders intends to request that an item be put on the agenda for a General Meeting that may result in a change in Technip Energies' strategy such as the suspension or dismissal of a Director, pursuant to the Code, the Board may invoke a response time of a maximum of 180 days. During this period the Board does not have to include the item on the agenda for the General Meeting.

The General Meeting is presided over by the non-executive Director designated as chair who shall serve as the chair of the Board, or by one of the other Directors or any other person designated for that purpose by the Board. Directors may attend a General Meeting in person or by electronic means of communication. In these meetings, they have an advisory vote. The chair of the meeting may decide at his or her discretion to admit other persons to the meeting.

The external auditor of Technip Energies may attend the annual General Meeting in which the annual accounts are discussed.



### ***Admission and Registration***

All shareholders, and each usufructuary and pledgee to whom the right to vote on Technip Energies' shares accrues, are entitled, in person or represented by a proxy authorized in writing, to attend and address the General Meeting and exercise voting rights pro rata to their shareholding. Shareholders may exercise their rights if they are the holders of Shares on the record date as required by Dutch law, which is the 28th day before the day of the General Meeting, and they or their proxy have notified Technip Energies of their intention to attend the General Meeting in writing or by any other electronic means that can be reproduced on paper ultimately at a date set for that purpose by the Board, specifying such person's name and the number of shares for which such person may exercise the voting rights and/or meeting rights at such General Meeting. The convocation notice shall state the record date and the manner in which the persons entitled to attend the General Meeting may register and exercise their rights.

### ***Quorum and Voting Requirements***

Each Share confers the right to cast one vote at the General Meeting. Shareholders may vote by proxy. No votes may be cast at a General Meeting on Shares held by Technip Energies or Technip Energies subsidiaries. Nonetheless, the holders of a right of usufruct and the holders of a right of pledge in respect of shares in Technip Energies' share capital held by Technip Energies or Technip Energies' subsidiaries are not excluded from the right to vote on such shares, if the right of usufruct (vruchtgebruik) or the right of pledge was granted prior to the time such share was acquired by Technip Energies or any of Technip Energies' subsidiaries. Technip Energies may not cast votes on Shares in respect of which Technip Energies or a subsidiary holds a right of usufruct (vruchtgebruik) or a right of pledge. Shares which are not entitled to voting rights pursuant to the preceding sentences will not be taken into account for the purpose of determining the number of Shares on which votes may be cast, or the amount of the share capital that is present or represented at a General Meeting. Unless Dutch law or the Articles of Association states otherwise, all resolutions adopted at the General Meeting are adopted with a majority of the votes cast. Insofar as the law does not prescribe otherwise, resolutions of the General Meeting require the approval of the Board unless the resolution has been adopted at the proposal of the Board.

No quorum requirements apply.

### ***Action by written consent***

The adoption of resolutions of the General Meeting outside a General Meeting and by unanimous written consent is not provided for in the Articles of Association as this would practically not be feasible because such resolution would require the consent of each individual shareholder.

### ***Amendment of the Articles of Association***

The Articles of Association may only be amended by a resolution of the General Meeting at the proposal of the Board. If a resolution to amend the Articles of Association is to be submitted to the General Meeting, this must in all cases be stated in the notice convening the General Meeting.

### ***Annual Accounts and Semi-Annual Accounts***

Annually, within four months after the end of the financial year, the Board must prepare the annual accounts and make them available for inspection by the shareholders at the office of Technip Energies. The Annual Accounts must be accompanied by an auditor's statement, a management report and certain other information required under Dutch law. The annual accounts must be signed by the Directors.

The annual accounts, the auditor's statement, the management report, and the other information required under Dutch law must be made available to the shareholders for review as from the day of the notice convening the annual General Meeting. The annual accounts must be adopted by the General Meeting. The Board must send the adopted annual accounts to the AFM within five business days after adoption.

Technip Energies must prepare and make publicly available a semi-annual financial report as soon as possible, but at the latest three months after the end of the first six months of the financial year. If the semi-annual financial report is audited or reviewed, the independent auditor's audit or review report, respectively, must be published together with the semi-annual financial report.

## **Dutch Financial Reporting Supervision Act**

On the basis of the Dutch Financial Reporting Supervision Act (Wet toezicht financiële verslaggeving) (the “FRSA”) the AFM supervises the application of financial reporting standards by, among others, companies whose seat is in the Netherlands and whose securities are listed on a regulated Dutch or foreign stock exchange, such as Technip Energies.

Pursuant to the FRSA, the AFM has an independent right to (i) request an explanation from Technip Energies regarding its application of the applicable financial reporting standards if, based on publicly known facts or circumstances, it has reason to doubt that Technip Energies’ financial reporting meets such standards and (ii) recommend Technip Energies to make available further explanations. If Technip Energies does not comply with such a request or recommendation, the AFM may request that the enterprise chamber of the court of appeal in Amsterdam (the “Enterprise Chamber”) orders Technip Energies to (i) provide an explanation of the way it has applied the applicable financial reporting standards to its financial reports or (ii) prepare its financial reports in accordance with the Enterprise Chamber’s instructions.

## **Rules Governing Obligations of Shareholders to Make a Public Takeover Bid**

Pursuant to the Dutch Financial Markets Supervision Act (“FMSA”), and in accordance with European Directive 2004/25/EC, also known as the Takeover Directive, any shareholder who (individually or jointly) directly or indirectly obtains control of a Dutch listed company is required to make a public takeover bid for all issued and outstanding shares in that company’s share capital. Such control is deemed present if a (legal) person is able to exercise, alone or acting in concert, at least 30% of the voting rights in the general meeting of such listed company (subject to an exemption for major shareholders who, acting alone or in concert, already had such stake in the company at the time of that company’s initial public offering).

In addition, it is prohibited to launch a public takeover bid for shares of a listed company, such as the Shares, unless an offer document has been approved by the AMF. A public takeover bid may only be launched by way of publication of an approved offer document. The public takeover bid rules are intended to ensure that in the event of a public takeover bid, among others, sufficient information will be made available to the shareholders, that the shareholders will be treated equally, that there will be no abuse of inside information and that there will be a proper and timely offer period.

## **Squeeze-out Proceedings**

Pursuant to article 2:92a BW, a shareholder who for his or her own account holds at least 95% of Technip Energies’ issued and outstanding share capital may initiate proceedings against Technip Energies’ minority shareholders jointly for the transfer of their shares to the claimant. The proceedings are held before the Enterprise Chamber and can be instituted by means of a writ of summons served upon each of the minority shareholders in accordance with the provisions of the Dutch Code of Civil Procedure. The Enterprise Chamber may grant the claim for squeeze-out in relation to all minority shareholders and will determine the price to be paid for the shares, if necessary after appointment of one or three experts who will offer an opinion to the Enterprise Chamber on the value to be paid for the shares of the minority shareholders. Once the order to transfer becomes final before the Enterprise Chamber, the person acquiring the shares shall give written notice of the date and place of payment and the price to the holders of the shares to be acquired whose addresses are known to him or her. Unless the addresses of all of them are known to the acquiring person, such person is required to publish the same in a daily newspaper with a national circulation.

An offeror that has made a public offer will also be entitled to start takeover squeeze-out proceedings if, following the public offer, the offeror holds at least 95% of the issued and outstanding share capital and represents at least 95% of the total voting rights. The claim for a takeover squeeze-out will need to be filed with the Enterprise Chamber within three months following the expiration of the acceptance period of the offer. The Enterprise Chamber in Amsterdam may only grant the claim for squeeze-out in relation to all minority shareholders and will determine the price to be paid for the shares, if necessary, after the appointment of one or three experts who will offer an opinion on the value to be paid for the shares. The offer price will be assumed to be reasonable if the offer was a mandatory offer by the offeror or if at least 90% of the shares for which the public offer was made were acquired in the offer.

Pursuant to article 2:359d BW, minority shareholders that have not previously tendered their shares under an offer to transfer their shares to the offeror are entitled to institute proceedings with the Enterprise Chamber, provided that the offeror has acquired at least 95% of the outstanding share capital and represents at least 95% of the total voting rights. In regard to price, the same procedure as for takeover squeeze-out proceedings initiated by an offeror applies. The claim also needs to be filed with the Enterprise Chamber within three months following the expiry of the acceptance period of the offer.

## Obligations to Disclose Holdings

Shareholders may be subject to notification obligations under the FMSA. Shareholders are advised to seek professional advice on these obligations.

### Shareholders

Pursuant to the FMSA, any person who, directly or indirectly, acquires or disposes of an actual or potential interest in the capital or voting rights of Technip Energies must notify the AFM without delay, if, as a result of such acquisition or disposal, the percentage of capital interest or voting rights held by such person in Technip Energies reaches, exceeds or falls below any of the following thresholds: 3%, 5%, 10%, 15%, 20%, 25%, 30%, 40%, 50%, 60%, 75% and 95%. Potentially a threshold of 2% will be added to this list no later than 1 January 2021.

A notification requirement also applies if a person's capital interest or voting rights reaches, exceeds or falls below the abovementioned thresholds as a result of a change in Technip Energies' total outstanding share capital or voting rights. Such notification has to be made no later than the fourth trading day after the AFM has published Technip Energies' notification of the change in its outstanding share capital.

Under the FMSA, Technip Energies is required to notify the AFM without delay of the changes in its share capital or voting rights, if its issued and outstanding share capital or voting rights changes by 1% or more compared to Technip Energies' previous notification. Technip Energies must furthermore notify the AFM within eight days after the end of each quarter in the event that its share capital or voting rights changed by less than 1% in that relevant quarter or since Technip Energies' previous notification.

In addition, each person who is or ought to be aware that, as a result of the exchange of certain financial instruments, such as options for shares, his actual capital or voting interest in Technip Energies, reaches, exceeds or falls below any of the following thresholds: 3%, 5%, 10%, 15%, 20%, 25%, 30%, 40%, 50%, 60%, 75% and 95%, vis-à-vis his most recent notification to the AFM, must give notice to the AFM no later than the fourth trading day after he or she became or ought to be aware of this change.

The AFM keeps a public register of all notifications made pursuant to these disclosure obligations and publishes all notifications received by it. The shareholder notifications referred to in this section should be made electronically through the notification system of the AFM.

Controlled entities, within the meaning of the FMSA, do not have notification obligations under the FMSA, as their direct and indirect interests are attributed to their (ultimate) parent. Any person may qualify as a parent for purposes of the FMSA, including an individual. A person who has a 3% or larger interest in Technip Energies' share capital or voting rights and who ceases to be a controlled entity for these purposes must immediately notify the AFM. As of that moment, all notification obligations under the FMSA will become applicable to the former controlled entity.

For the purpose of calculating the percentage of capital interest or voting rights, the following interests must, inter alia, be taken into account: (i) shares and voting rights directly held (or acquired or disposed of) by any person; (ii) shares and voting rights held (or acquired or disposed of) by such person's controlled entity or by a third party for such person's account or by a third party with whom such person has concluded an oral or written voting agreement; (iii) voting rights acquired pursuant to an agreement providing for a temporary transfer of voting rights against a payment; (iv) shares which such person (directly or indirectly) or third party referred to above, may acquire pursuant to any option or other right to acquire shares; (v) shares which determine the value of certain cash settled financial instruments such as contracts for difference and total return swaps; (vi) shares that must be acquired upon exercise of a put option by a counterparty; and (vii) shares which are the subject of another contract creating an economic position similar to a direct or indirect holding in those shares. Special attribution rules apply to shares and voting rights which are part of the property of a partnership or other community of property. A holder of a pledge or right of usufruct in respect of shares can also be subject to the reporting obligations, if such person has, or can acquire, the right to vote on the shares. The acquisition of (conditional) voting rights by a pledgee or beneficial owner may also trigger the reporting obligations as if the pledgee or beneficial owner were the legal holder of the shares.

For the purpose of calculating the percentage of capital interest or voting rights, the following instruments qualify as "shares": (i) shares; (ii) depositary receipts for shares (or negotiable instruments similar to such receipts); (iii) negotiable instruments for acquiring the instruments under (i) or (ii) (such as convertible bonds); and (iv) options for acquiring the instruments under (i) or (ii).

The notification to the AFM should indicate whether the interest is held directly or indirectly, and whether the interest is an actual or a potential interest.

Gross short positions in shares must also be notified to the AFM. For these gross short positions the same thresholds apply as for notifying an actual or potential interest in the capital and/or voting rights of a Dutch listed company, as referred to above, and without any set-off against long positions.

In addition to the above described notification obligations pertaining to capital interest or voting rights, pursuant to Regulation (EU) No 236/2012, as amended, ESMA Decision of 16 March 2020, ESMA70-155-9546, ESMA Decision of 10 June 2020, ESMA70-155-10189, ESMA Decision of 16 September 2020, ESMA70-155-11072 and ESMA Decision of 16 December 2020, ESMA70-155-11608, notification must be made of any net short position of 0.1 percent in the issued share capital of Technip Energies and of every subsequent 0.1 percent above this threshold. Each net short position equal to 0.5% of the issued and outstanding share capital of a Dutch listed company and any subsequent increase of that position by 0.1% will be made public via the AFM short selling register. To calculate whether a natural person or legal person has a net short position, their short positions and long positions must be set-off. A short transaction in a share can only be contracted if a reasonable case can be made that the shares sold can actually be delivered, which requires confirmation of a third party that the shares have been located.

#### ***Directors and Persons Discharging Managerial Responsibilities***

Pursuant to the FMSA, each Director must notify the AFM: (a) immediately following the admission to trading of the Shares of the number of Shares and options he or she holds and the number of votes he or she is entitled to cast in respect of Technip Energies' issued and outstanding share capital, and (b) subsequently of each change in the number of Shares or options he holds and of each change in the number of votes he is entitled to cast in respect of Technip Energies' issued and outstanding share capital, immediately after the relevant change. If a Director has notified a change in shareholding to the AFM under the FMSA as described above under “—Obligations to Disclose Holdings—Shareholders”, such notification is sufficient for purposes of the FMSA as described in this paragraph.

Furthermore, pursuant to the Market Abuse Regulation and the regulations promulgated thereunder, any Director as well as any other person discharging managerial responsibilities in respect of Technip Energies who has regular access to inside information relating directly or indirectly to Technip Energies and power to take managerial decisions affecting future developments and business prospects of Technip Energies, must notify the AFM by means of a standard form of any transactions conducted for his or her own account relating to the Shares or debt instruments of Technip Energies or to derivatives or other financial instruments linked thereto.

In addition, pursuant to the Market Abuse Regulation, certain persons who are closely associated with a Director or any of the other persons as described above, are required to notify the AFM of any transactions conducted for their own account relating to the Shares or debt instruments of Technip Energies or to derivatives or other financial instruments linked thereto. The Market Abuse Regulation covers, inter alia, the following categories of persons: (i) the spouse or any partner considered by national law as equivalent to the spouse; (ii) dependent children; (iii) other relatives who have shared the same household for at least one year at the relevant transaction date; and (iv) any legal person, trust or partnership whose managerial responsibilities, among other things, are discharged by a person referred to under (i) to (iii) above or by the relevant Directors or other person discharging the managerial responsibilities in respect of Technip Energies as described above.

The notifications pursuant to the Market Abuse Regulation described above must be made to the AFM no later than the third business day following the relevant transaction date. Under certain circumstances, these notifications may be postponed until all transactions within a calendar year have reached a total amount of EUR 5,000 (calculated without netting). Any subsequent transaction must be notified as set forth above.

#### ***Non-compliance***

Non-compliance with the disclosure obligations set out in the paragraphs above is an economic offense and may lead to the imposition of criminal prosecution, administrative fines, imprisonment or other sanctions. The AFM may impose administrative penalties or a cease-and-desist order under penalty for non-compliance. If criminal charges are pressed, the AFM is no longer allowed to impose administrative penalties and vice versa, the criminal prosecution is no longer allowed if administrative penalties have been imposed. Furthermore, a civil court can impose measures against any person who fails to notify or incorrectly notifies the AFM of matters required to be correctly notified. A claim requiring that such measures be imposed must be instituted by Technip Energies and/or one or more shareholders who alone or together with others represent(s) at least 3% of the issued and outstanding share capital or are able to exercise at least 3% of the voting rights. The measures that the civil court may impose include (a) an order requiring the person violating the disclosure obligations to make appropriate disclosure, (b) suspension of voting rights in respect of such person's Shares for a period of up to three years as determined by the court; (c) voiding a resolution adopted at a General Meeting, if the court determines that the resolution would not have been adopted if the voting rights of the person who is obliged to notify had not been exercised, or suspension of a resolution until the court makes a decision about such voiding; and (d) an order to the person violating the disclosure obligations to refrain, during a period of up to five years as determined by the court, from acquiring Shares and/or voting rights in Shares.

## **Public registry**

The AFM does not issue separate public announcements of these notifications. It does, however, keep a public register of all notifications under the FMSA on its website ([www.afm.nl](http://www.afm.nl)). Third parties can request to be notified automatically by e-mail of changes to the public register in relation to a particular company's shares or a particular notifying party.

## **Market Abuse Regulation**

The rules on preventing market abuse set out in the Market Abuse Regulation are applicable to Technip Energies, the members of the Board, other insiders and persons performing or conducting transactions in Technip Energies' financial instruments. Certain important market abuse rules that are relevant for investors are described hereunder.

Technip Energies is required to make inside information public. Pursuant to Market Abuse Regulation, inside information is information of a precise nature, which has not been made public, relating, directly or indirectly, to the issuer or to one or more financial instruments, and which, if it were made public, would be likely to have a significant effect on the prices of those financial instruments or on the price of related derivative financial instruments. Unless an exception applies, Technip Energies must without delay publish inside information which directly concerns Technip Energies by means of a press release, and post and maintain it on its website for at least five years. Technip Energies must also provide the AFM with this inside information at the time of publication.

It is prohibited for any person to make use of inside information by acquiring or disposing of, for its own account or for the account of a third party, directly or indirectly, financial instruments to which that information relates, as well as an attempt thereto (insider dealing). The use of inside information by cancelling or amending of an order concerning a financial instrument also constitutes insider dealing. In addition, it is prohibited for any person to disclose inside information to anyone else (except where the disclosure is made strictly as part of the person's regular duty or function) or, whilst in possession of inside information, recommend or induce anyone to acquire or dispose of financial instruments to which the information relates. Furthermore, it is prohibited for any person to engage in or attempt to engage in market manipulation, for instance by conducting transactions which could lead to an incorrect or misleading signal of the supply of, the demand for or the price of a financial instrument.

Technip Energies and any person acting on its behalf or on its account is obliged to draw up an insiders' list of persons working for Technip Energies and having, on a regular or incidental basis, knowledge of inside information. Technip Energies is obliged to update the insider list and provide the insider list to the AFM upon its request. Technip Energies and any person acting on its behalf or on its account is obliged to take all reasonable steps to ensure that any person on the insider list acknowledges in writing the legal and regulatory duties entailed and is aware of the sanctions applicable to insider dealing and unlawful disclosure of inside information.

A person discharging managerial responsibilities is not permitted to (directly or indirectly) conduct any transactions on its own account or for the account of a third party, relating to Shares or debt instruments of Technip Energies or other financial instruments linked thereto, during a closed period of 30 calendar days before the announcement of an interim financial report or a management report of Technip Energies.

## **Transparency Directive**

The Netherlands is Technip Energies' home member state for the purposes of Directive 2004/109/EC (as amended by Directive 2013/50/EU) as a consequence of which Technip Energies will be subject to the FMSA in respect of certain ongoing transparency and disclosure obligations.

## **AMERICAN DEPOSITARY SHARES**

Technip Energies has established a sponsored American Depositary Receipts ("ADR") program in the United States. The ADRs are not listed on any national securities exchange in the United States or quoted on any automated inter-dealer quotation system in the United States and trade over-the-counter.

The Company's ADR program is administered by J.P. Morgan Depositary Receipts Group, JPMorgan Chase Bank, N.A., 383 Madison Avenue, Floor 11, New York, NY 10179, United States (the "**Depositary**"). ADRs evidence American Depositary Shares ("**ADSs**") issuable by the Depositary pursuant to the terms of the Deposit Agreement dated as of February 19, 2021 (the "**Deposit Agreement**"), the form of which is attached as an exhibit to Form F-6 (File no. 333-253048) filed with the Securities and Exchange Commission on February 12, 2021 and available at [www.sec.gov](http://www.sec.gov).

Each ADS currently represents one deposited Share. The ADS to share ratio is subject to amendment as provided in the form of ADR (which may give rise to fees contemplated by the form of ADR, which is attached to the Deposit Agreement). In the future, each ADS will also represent any securities, cash or other property deposited with the Depositary but which has not been distributed directly to ADS holders (together with any deposited shares, the "**Deposited Securities**").

For the purposes of the following description, "**Holders**" refers to the registered ADS holders. "**Beneficial Owner**" means as to any ADS, any person or entity having a beneficial ownership interest in such ADS. ADSs may be held either directly or indirectly through a broker or other financial institution. If an ADS holder holds their ADSs directly, they will be a registered ADS holder. If an ADS is held indirectly, the relevant holder must rely on the procedures of their broker or other financial institution to assert the rights of ADS holders described below. Such holders should consult with their broker or financial institution to find out what those procedures are.

#### **Share Dividends and Other Distributions**

The Company may make various types of distributions with respect to its securities. To the extent practicable, the Depositary will deliver such distributions to each Holder entitled thereto, in proportion to their interests, on the record date set by the Depositary, in the following manner:

- **Cash.** The Depositary will distribute any U.S. dollars available to it resulting from a cash dividend or other cash distribution or the net proceeds of sales of any other distribution or portion thereof on an averaged or other practicable basis, subject to (i) appropriate adjustments for taxes withheld, (ii) such distribution being impermissible or impracticable with respect to certain Holders, and (iii) deduction of the Depositary's and/or its agents' fees and expenses in (1) converting any foreign currency to U.S. dollars by sale or in such other manner as the Depositary may determine to the extent that it determines that such conversion may be made on a reasonable basis, (2) transferring foreign currency or U.S. dollars to the United States by such means as the Depositary may determine to the extent that it determines that such transfer may be made on a reasonable basis, (3) obtaining any approval or license of any governmental authority required for such conversion or transfer, which is obtainable at a reasonable cost and within a reasonable time and (4) making any sale by public or private means in any commercially reasonable manner.
- **Shares.** In the case of a distribution in shares, the Depositary will issue the number of ADSs representing such shares. Only whole ADSs will be issued. Any shares which would result in fractional ADSs will be sold and the net proceeds will be distributed in the same manner as cash to the ADR holders entitled thereto.
- **Rights.** The Depositary will distribute warrants or other instruments in the discretion of the Depositary representing rights to acquire additional ADRs in respect of any rights to subscribe for additional shares or rights of any nature available to the Depositary as a result of a distribution on Deposited Securities, to the extent that the Company timely furnishes to the Depositary evidence satisfactory to the Depositary that the Depositary may lawfully distribute the same (the Company has no obligation to so furnish such evidence). However, to the extent the Company does not timely furnish such evidence, the Depositary may:
  - i. sell such rights if practicable and distribute the net proceeds from the sale of such rights in the same manner as cash; or
  - ii. if it is not practicable to sell the rights by reason of the non-transferability of such rights, limited markets therefor, their short duration or otherwise, do nothing (and allow such rights to lapse).
- **Other Distributions.** In the case of a distribution of securities or property other than those described above, the Depositary may either (i) distribute such securities or property in any manner it deems equitable and practicable or (ii) to the extent the Depositary deems distribution of such securities or property not to be equitable and practicable, sell such securities or property and distribute the net proceeds in the same way it distributes cash.

The Depository is not responsible if it fails to determine that any distribution or action is lawful or reasonably practicable.

The Depository reserves the right to utilize a division, branch or affiliate of the Depository to direct, manage and/or execute any public and/or private sale of securities under the Deposit Agreement. Such division, branch and/or affiliate may charge the Depository a fee in connection with such sales, which fee is considered an expense of the Depository. All purchases and sales of securities will be handled by the Depository in accordance with its then current policies, which are currently set forth in the "Depository Receipt Sale and Purchase of Security" section of <https://www.adr.com/Investors/FindOutAboutDRs>, the location and contents of which the Depository shall be solely responsible for.

#### **Issuance and withdrawal**

Upon each deposit of shares or evidence of rights to receive shares, receipt of related delivery documentation and compliance with the other provisions of the Deposit Agreement, including the payment of the fees and charges of the Depository and any taxes or other fees or charges owing, the Depository will issue an ADR or ADRs in the name or upon the order of the person entitled thereto evidencing the number of ADSs to which such person is entitled. Shares deposited must be accompanied by certain delivery documentation and shall, at the time of such deposit, be registered in the name of JPMorgan Chase Bank, N.A., as depository for the benefit of holders of ADRs or in such other name as the Depository shall direct. All of the ADSs issued will, unless specifically requested to the contrary, be part of the Depository's direct registration system, and a registered holder will receive periodic statements from the Depository which will show the number of ADSs registered in such holder's name. An ADR holder can request that the ADSs not be held through the Depository's direct registration system and that a certificated ADR be issued.

In its capacity as Depository, the Depository shall not lend shares or ADSs.

Upon surrender of (i) a certificated ADR in a form satisfactory to the Depository at the Depository's office or (ii) proper instructions and documentation in the case of a direct registration ADR, the Depository will, upon payment of certain applicable fees, charges and taxes, deliver the underlying shares to the Holder or upon the Holder's written order. Delivery of deposited securities in certificated form will be made at the custodian's office. At the Holder's risk, expense and request, the Depository may deliver deposited securities at such other place as the Holder may request.

#### **Transfer**

ADRs are transferable on the ADR register and may be split into other ADRs or combined with other ADRs into one ADR, evidencing the aggregate number of ADSs surrendered for split-up or combination, by the Holder thereof or by duly authorized attorney upon surrender of the relevant ADR upon delivery to the Depository of proper instruments of transfer and duly stamped as may be required by applicable law; provided that the Depository may close the ADR register at any time or from time to time when deemed expedient by it. At the request of a Holder, the Depository shall, for the purpose of substituting a certificated ADR with a direct registration ADR, or vice versa, execute and deliver a certificated ADR or a direct registration ADR, as the case may be, for any authorized number of ADSs requested, evidencing the same aggregate number of ADSs as those evidenced by the certificated ADR or direct registration ADR, as the case may be, substituted.

#### **Record dates**

The Depository may, after consultation with the Company if practicable, fix a record date (which, to the extent applicable, shall be as near as practicable to any corresponding record dates set by the Company) for the determination of the Holders who shall be entitled or obligated:

- to receive any distribution on or in respect of Deposited Securities;
- to give instructions for the exercise of any voting rights;
- to pay the fee assessed by the Depository for administration of the ADR program and for any expenses as provided for in the ADR;
- to receive any notice or to act in respect of other matters, all subject to the provisions of the Deposit Agreement.

## **Voting rights**

As soon as practicable after receipt of notice of any meeting at which the holders of Shares are entitled to vote, or of solicitation of consents or proxies from holders of Shares or other Deposited Securities, the Depositary shall fix the ADS record date in accordance with paragraph (11) above provided that if the Depositary receives a written request from the Company in a timely manner and at least 30 days prior to the date of such vote or meeting, the Depositary shall, at the Company's expense, distribute to Holders a notice (the "Voting Notice") stating (i) final information particular to such vote and meeting and any solicitation materials, (ii) that each Holder on the record date set by the Depositary will, subject to any applicable provisions of Dutch law, be entitled to instruct the Depositary as to the exercise of the voting rights, if any, pertaining to the Deposited Securities represented by the ADSs evidenced by such Holder's ADRs and (iii) the manner in which such instructions may be given, including instructions to give a discretionary proxy to a person designated by the Company. Each Holder shall be solely responsible for the forwarding of Voting Notices to the Beneficial Owners of ADSs registered in such Holder's name. There is no guarantee that Holders and Beneficial Owners generally or any Holder or Beneficial Owner in particular will receive the notice described above with sufficient time to enable such Holder or Beneficial Owner to return any voting instructions to the Depositary in a timely manner.

Following actual receipt by the ADR department responsible for proxies and voting of Holders' instructions (including, without limitation, instructions of any entity or entities acting on behalf of the nominee for DTC), the Depositary shall, in the manner and on or before the time established by the Depositary for such purpose, endeavor to vote or cause to be voted the Deposited Securities represented by the ADSs evidenced by such Holders' ADRs in accordance with such instructions insofar as practicable and permitted under the provisions of or governing Deposited Securities. The Depositary will not itself exercise any voting discretion in respect of any Deposited Securities.

Notwithstanding anything contained in the Deposit Agreement or any ADR, the Depositary may, to the extent not prohibited by any law, rule, or regulation or by the rules and/or requirements of the stock exchange on which the ADSs are listed, in lieu of distribution of the materials provided to the Depositary in connection with any meeting of or solicitation of consents or proxies from holders of Deposited Securities, distribute to the Holders a notice that provides Holders with or otherwise publicizes to Holders instructions on how to retrieve such materials or receive such materials upon request (i.e., by reference to a website containing the materials for retrieval or a contact for requesting copies of the materials). Holders are strongly encouraged to forward their voting instructions as soon as possible. Voting instructions will not be deemed received until such time as the ADR department responsible for proxies and voting has received such instructions, notwithstanding that such instructions may have been physically received by JPMorgan Chase Bank, N.A., as Depositary, prior to such time.

## **Reports and other communications**

The Depositary will make available for inspection by Holders at the offices of the Depositary and of the custodian the Deposit Agreement, the provisions of or governing Deposited Securities, and any written communications from the Company, which are both received by the custodian or its nominee as a holder of Deposited Securities and made generally available to the holders of Deposited Securities.

Additionally, the Depositary will distribute copies of such communications (or English translations or summaries thereof) to Holders when furnished by the Company.

## **Fees and expenses**

The Depositary may charge, and collect from, (i) each person to whom ADSs are issued, including, without limitation, issuances against deposits of shares, issuances in respect of share distributions, rights and other distributions, issuances pursuant to a stock dividend or stock split declared by the Company or issuances pursuant to a merger, exchange of securities or any other transaction or event affecting the ADSs or Deposited Securities, and (ii) each person surrendering ADSs for withdrawal of Deposited Securities or whose ADSs are cancelled or reduced for any other reason, U.S. \$5.00 for each 100 ADSs (or portion thereof) issued, delivered, reduced, cancelled or surrendered, or upon which a Share Distribution or elective distribution is made or offered (as the case may be). The Depositary may sell (by public or private sale) sufficient securities and property received in respect of a share distribution, rights and/or other distribution prior to such deposit to pay such charge.

The following additional charges shall also be incurred by the Holders, the Beneficial Owners, by any party depositing or withdrawing shares or by any party surrendering ADSs and/or to whom ADSs are issued (including, without limitation, issuances pursuant to a stock dividend or stock split declared by the Company or an exchange of stock regarding the ADSs or the Deposited Securities or a distribution of ADSs), whichever is applicable:



- a fee of U.S. \$0.05 or less per ADS held for any cash distribution made, or for any elective cash/stock dividend offered, pursuant to the Deposit Agreement;
- fee for the distribution or sale of securities pursuant to paragraph (10) hereof, such fee being in an amount equal to the fee for the execution and delivery of ADSs referred to above which would have been charged as a result of the deposit of such securities but which securities or the net cash proceeds from the sale thereof are instead distributed by the Depositary to Holders entitled thereto,
- an aggregate fee of U.S.\$0.05 or less per ADS per calendar year (or portion thereof) for services performed by the Depositary in administering the ADRs (which fee may be charged on a periodic basis during each calendar year and shall be assessed against Holders as of the record date or record dates set by the Depositary during each calendar year and shall be payable at the sole discretion of the Depositary by billing such Holders or by deducting such charge from one or more cash dividends or other cash distributions), and
- fee for the reimbursement of such fees, charges and expenses as are incurred by the Depositary and/or any of its agents (including, without limitation, the Custodian and expenses incurred on behalf of Holders in connection with compliance with foreign exchange control regulations or any law or regulation relating to foreign investment) in connection with the servicing of the Shares or other Deposited Securities, the sale of securities (including, without limitation, Deposited Securities), the delivery of Deposited Securities or otherwise in connection with the Depositary's or its Custodian's compliance with applicable law, rule or regulation (which fees and charges shall be assessed on a proportionate basis against Holders as of the record date or dates set by the Depositary and shall be payable at the sole discretion of the Depositary by billing such Holders or by deducting such charge from one or more cash dividends or other cash distributions).

The Company will pay all other charges and expenses of the Depositary and any agent of the Depositary (except the custodian) pursuant to agreements from time to time between the Company and the Depositary, except:

- stock transfer or other taxes and other governmental charges (which are payable by Holders or persons depositing shares);
- SWIFT, cable, telex and facsimile transmission and delivery charges incurred at the request of persons depositing, or Holders delivering shares, ADRs or Deposited Securities (which are payable by such persons or Holders); and
- transfer or registration fees for the registration of transfer of Deposited Securities on any applicable register in connection with the deposit or withdrawal of Deposited Securities (which are payable by persons depositing shares or Holders withdrawing Deposited Securities).

The Depositary anticipates reimbursing the Company for certain expenses incurred by the Company that are related to the establishment and maintenance of the ADR program upon such terms and conditions as the Company and the Depositary may agree from time to time. The Depositary may make available to the Company a set amount or a portion of the depositary fees charged in respect of the ADR program or otherwise upon such terms and conditions as the Company and the Depositary may agree from time to time.

The right of the Depositary to receive payment of fees, charges and expenses survives the termination of the Deposit Agreement. As to any Depositary, upon the resignation or removal of such Depositary, such right shall extend for those fees, charges and expenses incurred prior to the effectiveness of such resignation or removal.

#### **Taxes**

Holders must pay any tax or other governmental charge (including any penalties and/or interest) payable by the custodian or the Depositary on any ADS or ADR, Deposited Security or distribution. If any tax or other governmental charges (including any penalties and/or interest) shall become payable by or on behalf of the custodian or the Depositary with respect to any ADR, any Deposited Securities represented by the ADSs evidenced thereby or any distribution thereon, such tax or other governmental charge shall be paid by the Holder hereof to the Depositary and by holding, or having held, an ADR the Holder and all prior Holders thereof jointly and severally agree to indemnify, defend and save harmless each of the Depositary and its agents in respect thereof and by holding or having held this ADR or any ADSs evidenced hereby, the Holder and all Beneficial Owners hereof and thereof, and all prior Holders and Beneficial Owners hereof and thereof, jointly and severally, agree to indemnify, defend and save harmless each of the Depositary and its agents in respect of such tax or other governmental charge. Each Holder of this ADR and Beneficial Owner of the ADSs evidenced hereby, and each prior Holder and Beneficial Owner hereof and thereof (collectively, the "**Tax Indemnitors**"), by holding or having held an ADR or an interest in ADSs, acknowledges and agrees that the Depositary shall have the right to seek payment of amounts owing with respect to this ADR under this paragraph (5) from any one or more Tax Indemnitor(s) as determined by the Depositary in its sole discretion, without any obligation to seek payment from any other Tax Indemnitor(s). The Depositary may also refuse to effect any registration, registration of transfer, split-up or combination of any ADR, or any withdrawal of Deposited Securities, until such payment is made.

If the Depositary determines that any distribution in property other than cash (including shares or rights) on Deposited Securities is subject to any tax that the Depositary or the custodian is obligated to withhold, the Depositary may dispose of all or a portion of such property in such amounts and in such manner as the Depositary deems necessary and practicable to pay such taxes, by public or private sale, and the Depositary shall distribute the net proceeds of any such sale or the balance of any such property after deduction of such taxes to the Holders entitled thereto.

Holders and Beneficial Owners, agree to indemnify the Company, the Depositary, the custodian and any of their respective directors, employees, agents and affiliates against, and hold each of them harmless from, any claims by any governmental authority with respect to taxes, additions to tax, penalties or interest arising out of any refund of taxes, reduced rate of withholding at source or other tax benefit obtained which obligations shall survive any transfer or surrender of ADSs or the termination of the Deposit Agreement.

#### **Reclassifications, recapitalizations and mergers**

In the event of changes affecting the Deposited Securities, including (i) any change in par value, split-up, consolidation, cancellation or other reclassification of Deposited Securities, (ii) any distributions of shares or other property not made to Holders or (iii) any recapitalization, reorganization, merger, consolidation, liquidation, receivership, bankruptcy or sale of all or substantially all the assets of the Company, then the Depositary may in its discretion:

- amend the form of ADR;
- distribute additional or amended ADRs;
- distribute cash, securities or other property received by it in connection with such actions;
- sell any securities or property received and distribute the proceed as cash; or
- choose to do none of the above.

If the depositary chooses not to take any of the above actions, any of the cash, securities or other property it receives will constitute a part of the Deposited Securities and each ADS will then represent a proportionate interest in such property.

Promptly upon the occurrence of any of the aforementioned changes affecting Deposited Securities, the Company shall notify the Depositary in writing of such occurrence and as soon as practicable after receipt of such notice from the Company, may instruct the Depositary to give notice thereof, at the Company's expense, to Holders in accordance with the provisions hereof. Upon receipt of such instruction, the Depositary shall give notice to the Holders in accordance with the terms thereof, as soon as reasonably practicable.

#### **Amendment and termination**

The ADRs and the Deposit Agreement may be amended by the Company and the Depositary, provided that any amendment that imposes or increases any fees or charges on a per ADS basis (other than stock transfer or other taxes and other governmental charges, transfer or registration fees, SWIFT, cable, telex or facsimile transmission costs, delivery costs or other such expenses), or that shall otherwise prejudice any substantial existing right of Holders or Beneficial Owners, shall become effective 30 days after notice of such amendment shall have been given to the Holders. If an ADR holder or Beneficial Owner continues to hold an ADR or ADRs after being so notified, such ADR holder shall be deemed, by continuing to hold such ADR, to consent and agree to such amendment and to be bound by the Deposit Agreement as amended thereby. In no event shall any amendment impair the right of any ADR holder to surrender such ADR and receive the Deposited Securities represented thereby, except in order to comply with mandatory provisions of applicable law.

Any amendments or supplements which (i) are reasonably necessary (as agreed by the Company and the Depositary) in order for (a) the ADSs to be registered on Form F-6 under the Securities Act of 1933 or (b) the ADSs or shares to be traded solely in electronic book-entry form and (ii) do not in either such case impose or increase any fees or charges to be borne by Holders, shall be deemed not to prejudice any substantial rights of Holders or Beneficial Owners. Notwithstanding the foregoing, if any governmental body or regulatory body should adopt new laws, rules or regulations which would require amendment or supplement of the Deposit Agreement or the form of ADR to ensure compliance therewith, we and the Depositary may amend or supplement the Deposit Agreement and the ADR at any time in accordance with such changed laws, rules or regulations. Such amendment or supplement to the Deposit Agreement in such circumstances may become effective before a notice of such amendment or supplement is given to Holders or within any other period of time as required for compliance.

Notice of any amendment to the Deposit Agreement or form of ADRs shall not need to describe in detail the specific amendments effectuated thereby, and failure to describe the specific amendments in any such notice shall not render such notice invalid, provided, however, that, in each such case, the notice given to the Holders identifies a means for Holders and Beneficial Owners to retrieve or receive the text of such amendment (i.e., upon retrieval from the SEC's website or upon request from the Depositary).

The Depositary may, and shall at the Company's written direction, terminate the Deposit Agreement and the ADRs by mailing notice of such termination to the Holders at least 30 days prior to the date fixed in such notice for such termination; provided, however, if the Depositary shall have (i) resigned as depositary under the Deposit Agreement, notice of such termination by the Depositary shall not be provided to Holders unless a successor depositary shall not be operating under the Deposit Agreement within 45 days of the date of such resignation, and (ii) been removed as depositary under the Deposit Agreement, notice of such termination by the Depositary shall not be provided to Holders unless a successor depositary shall not be operating under the Deposit Agreement on the 90th day after the Company's notice of removal was first provided to the Depositary. Notwithstanding anything to the contrary in the Depositary Agreement, the Depositary may terminate the Deposit Agreement without notice to the Company, but subject to giving 30 days' notice to the Holders, under the following circumstances: (i) in the event of the Company's bankruptcy or insolvency, (ii) if the Shares cease to be listed on an internationally recognized stock exchange, (iii) if the Company effects (or will effect) a redemption of all or substantially all of the Deposited Securities, or a cash or share distribution representing a return of all or substantially all of the value of the Deposited Securities, or (iv) there occurs a merger, consolidation, sale of assets or other transaction as a result of which securities or other property are delivered in exchange for or in lieu of Deposited Securities.

After the date so fixed for termination, the Depositary and its agents will perform no further acts under the Deposit Agreement or the ADRs, except to receive and hold (or sell) distributions on Deposited Securities and deliver Deposited Securities being withdrawn. As soon as practicable after the date so fixed for termination, the Depositary shall use its reasonable efforts to sell the Deposited Securities and shall thereafter (as long as it may lawfully do so) hold in an account (which may be a segregated or unsegregated account) the net proceeds of such sales, together with any other cash then held by it under the Deposit Agreement, without liability for interest, in trust for the pro rata benefit of the Holders not theretofore surrendered. After making such sales, the Depositary shall be discharged from all obligations in respect of the Deposit Agreement and the ADRs, except to account for such net proceeds and other cash.

#### **Limitations on obligations and liability**

Prior to the issue, registration, registration of transfer, split-up, combination, or cancellation of any ADR, the delivery of any distribution in respect thereof, or the withdrawal of any Deposited Securities, and from time to time in the case of the production of proofs as described below, the Company, the Depositary or the custodian may require:

- payment with respect thereto of (i) any stock transfer or other tax or other governmental charge, (ii) any stock transfer or registration fees in effect for the registration of transfers of shares or other Deposited Securities upon any applicable register and (iii) any applicable fees and expenses described in the Deposit Agreement;
- the production of proof satisfactory to it of (i) the identity of any signatory and genuineness of any signature and (ii) such other information, including without limitation, information as to citizenship, residence, exchange control approval, beneficial ownership of any securities, compliance with applicable law, regulations, provisions of or governing Deposited Securities and terms of the Deposit Agreement and the ADRs, as it may deem necessary or proper; and
- compliance with such regulations as the Depositary may establish consistent with the Deposit Agreement.

The issuance of ADRs, the acceptance of deposits of shares, the registration, registration of transfer, split-up or combination of ADRs or the withdrawal of Deposited Securities may be suspended, generally or in particular instances, when the ADR register or any register for Deposited Securities is closed or when any such action is deemed advisable by the Depositary.

The Deposit Agreement expressly limits the obligations and liability of the Depositary, the Company and each of their respective agents, provided, however, that no disclaimer of liability under the Securities Act of 1933 is intended by any of the limitations of liabilities provisions of the Deposit Agreement. The Deposit Agreement provides that each of the Company, the Depositary and their respective agents will:

- incur no liability to Holders or Beneficial Owners if any present or future law, rule, regulation, fiat, order or decree of the United States, the Netherlands or any other country or jurisdiction, or of any governmental or regulatory authority or any securities exchange or market or automated quotation system, the provisions of or governing any Deposited Securities, any present or future provision of the Company's Articles of Association, any act of God, war, terrorism, nationalization, expropriation, currency restrictions, work stoppage, strike, civil unrest, revolutions, rebellions, explosions, computer failure or circumstance beyond the Company's, the Depositary's or their respective agents' direct and immediate control shall prevent or delay, or shall cause any of them to be subject to any civil or criminal penalty in connection with, any act which the Deposit Agreement or the ADRs provide shall be done or performed by the Company, the Depositary or their respective agents (including, without limitation, voting);
- incur no liability by reason of any non-performance or delay, caused as aforesaid, in the performance of any act or things which by the terms of the Deposit Agreement it is provided shall or may be done or performed or any exercise or failure to exercise discretion under the Deposit Agreement or the ADRs (including, without limitation, any failure to determine that any distribution or action may be lawful or reasonably practicable);
- incur or assume no liability to Holders or Beneficial Owners except to perform its obligations to the extent they are specifically set forth in the Deposit Agreement and the ADRs without gross negligence or willful misconduct and the Depositary shall not be a fiduciary or have any fiduciary duty to Holders or Beneficial Owners;
- in the case of the Depositary and its agents, be under no obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of any Deposited Securities, ADSs or the ADRs;
- in the case of the Company and its agents, be under no obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of any Deposited Securities, the ADSs or the ADRs, which in the Company's or its agent's opinion, as the case may be, may involve it in expense or liability, unless indemnity satisfactory to it against all expense (including fees and disbursements of counsel) and liability be furnished as often as may be required; and
- not be liable to Holders or Beneficial Owners for any action or inaction by it in reliance upon the advice of or information from legal counsel, accountants, any person presenting shares for deposit, any Holder, or any other person believed by it to be competent to give such advice or information, or in the case of the Depositary only, the Company.

The Depositary shall not be liable for the acts or omissions made by, or the insolvency of, any securities depository, clearing agency or settlement system. Furthermore, the Depositary shall not be responsible for, and shall incur no liability in connection with or arising from, the insolvency of any custodian that is not a branch or affiliate of the Depositary. The Depositary shall not have any liability for the price received in connection with any sale of securities, the timing thereof or any delay in action or omission to act nor shall it be responsible for any error or delay in action, omission to act, default or negligence on the part of the party so retained in connection with any such sale or proposed sale. Notwithstanding anything to the contrary contained in the Deposit Agreement or any ADRs, the Depositary shall not be responsible for, and shall incur no liability in connection with or arising from, any act or omission to act on the part of the custodian except to the extent that the custodian has (i) committed fraud or willful misconduct in the provision of custodial services to the Depositary or (ii) failed to use reasonable care in the provision of custodial services to the Depositary as determined in accordance with the standards prevailing in the jurisdiction in which the custodian is located. The Depositary, its agents and the Company may rely and shall be protected in acting upon any written notice, request, direction, instruction or document believed by them to be genuine and to have been signed, presented or given by the proper party or parties. The Depositary shall be under no obligation to inform Holders or any other holders of an interest in any ADSs about the requirements of Danish law, rules or regulations or any changes therein or thereto.

Neither the Depositary nor its agents will be responsible for any failure to carry out any instructions to vote any of the Deposited Securities, for the manner in which any such vote is cast or for the effect of any such vote. The Depositary may rely upon instructions from the Company or its counsel in respect of any approval or license required for any currency conversion, transfer or distribution. The Depositary and its agents may own and deal in any class of securities of the Company and its affiliates and in ADRs. Notwithstanding anything to the contrary set forth in the Deposit Agreement or any ADR, the Depositary and its agents may fully respond to any and all demands or requests for information maintained by or on its behalf in connection with the Deposit Agreement, any Holder or any ADRs to the extent such information is requested or required by or pursuant to any lawful authority, including without limitation laws, rules, regulations, administrative or judicial process, banking, securities or other regulators. None of the Depositary, the custodian or the Company shall be liable for the failure by any Holder or Beneficial Owner to obtain the benefits of credits on the basis of non-U.S. tax paid against such Holder's or Beneficial Owner's income tax liability. The Depositary is under no obligation to provide the Holders and Beneficial Owners, or any of them, with any information about the tax status of the Company. The Depositary and the Company shall not incur any liability for any tax or tax consequences that may be incurred by Holders and Beneficial Owners on account of their ownership of the ADRs or ADSs.

The Depositary shall not incur any liability for the content of any information submitted to it by or on behalf of the Company for distribution to the Holders or for any inaccuracy of any translation thereof, for any investment risk associated with acquiring an interest in the Deposited Securities, for the validity or worth of the Deposited Securities, for the creditworthiness of any third party, for allowing any rights to lapse upon the terms of the Deposit Agreement or for the failure or timeliness of any notice from the Company.

Notwithstanding anything in the Deposit Agreement or the ADRs to the contrary, the Depositary and the Custodian(s) may use third party delivery services and providers of information regarding matters such as pricing, proxy voting, corporate actions, class action litigation and other services in connection herewith and the Deposit Agreement, and use local agents to provide extraordinary services such as attendance at annual meetings of issuers of securities. Although the Depositary and the Custodian will use reasonable care (and cause their agents to use reasonable care) in the selection and retention of such third party providers and local agents, they will not be responsible for any errors or omissions made by them in providing the relevant information or services.

The Depositary shall not be liable for any acts or omissions made by a successor depositary whether in connection with a previous act or omission of the Depositary or in connection with any matter arising wholly after the removal or resignation of the Depositary.

The Company has agreed to indemnify the Depositary and its agents under certain circumstances and the Depositary has agreed to indemnify the Company under certain circumstances. Neither the Depositary, the Company nor any of their respective agents shall be liable to Holders or Beneficial Owners for any indirect, special, punitive or consequential damages (including, without limitation, legal fees and expenses) or lost profits, in each case of any form incurred by any person or entity (including, without limitation, Holders and Beneficial Owners), whether or not foreseeable and regardless of the type of action in which such a claim may be brought.

No provision of the Deposit Agreement or this ADR is intended to constitute a waiver or limitation of any rights which Holders or Beneficial Owners may have under the Securities Act of 1933 or the Securities Exchange Act of 1934, to the extent applicable.

#### **Disclosure of interest in ADSs**

To the extent that the provisions of or governing any Deposited Securities may require disclosure of or impose limits on beneficial or other ownership of, or interests in, Deposited Securities, other shares and other securities and may provide for blocking transfer, voting or other rights to enforce such disclosure or limits, Holders and Beneficial Owners agree to comply with all such disclosure requirements and ownership limitations and to comply with any reasonable instructions the Company may provide in respect thereof. The Company reserves the right to instruct Holders (and through any such Holder, the Beneficial Owners of ADSs evidenced by the ADRs registered in such Holder's name) to deliver their ADSs for cancellation and withdrawal of the Deposited Securities so as to permit the Company to deal with the Holder and/or Beneficial Owner directly as a holder of shares and Holders agree to comply with such instructions. The Depositary agrees to cooperate with the Company in its efforts to inform Holders and Beneficial Owners of the Company's exercise of its rights under this paragraph and agrees to consult with, and provide reasonable assistance without risk, liability or expense on the part of the Depositary, to the Company on the manner or manners in which it may enforce such rights with respect to any Holder.

## Books of Depository

The Depository or its agent will keep a register for the registration, registration of transfer, combination and split-up of ADRs, which register shall include the Depository's direct registration system. Registered holders of ADRs may inspect such records at the Depository's office at all reasonable times, but solely for the purpose of communicating with Holders in the interest of the business of the Company or a matter relating to the Deposit Agreement.

The Depository will maintain facilities for the delivery and receipt of ADRs.

## Appointment

Each Holder and each Beneficial Owner, upon acceptance of any ADSs or ADRs or (or any interest in any of them) issued in accordance with the terms and conditions of the Deposit Agreement will be deemed for all purposes to:

- be a party to and bound by the terms of the Deposit Agreement and the applicable ADR(s);
- appoint the Depository its attorney-in-fact, with full power to delegate, to act on its behalf and to take any and all actions contemplated in the Deposit Agreement and the applicable ADR(s), to adopt any and all procedures necessary to comply with applicable law and to take such action as the Depository in its sole discretion may deem necessary or appropriate to carry out the purposes of the Deposit Agreement and the applicable ADR(s), the taking of such actions to be the conclusive determinant of the necessity and appropriateness thereof; and
- acknowledge and agree that (i) nothing in the Deposit Agreement or any ADR shall give rise to a partnership or joint venture among the parties thereto nor establish a fiduciary or similar relationship among such parties, (ii) the Depository, its divisions, branches and affiliates, and their respective agents, may from time to time be in the possession of nonpublic information about the Company, Holders, Beneficial Owners and/or their respective affiliates, (iii) the Depository and its divisions, branches and affiliates may at any time have multiple banking relationships with the Company, Holders, Beneficial Owners and/or the affiliates of any of them, (iv) the Depository and its divisions, branches and affiliates may, from time to time, be engaged in transactions in which parties adverse to the Company or the Holders or Beneficial Owners may have interests, (v) nothing contained in the Deposit Agreement or any ADR(s) shall (A) preclude the Depository or any of its divisions, branches or affiliates from engaging in such transactions or establishing or maintaining such relationships, or (B) obligate the Depository or any of its divisions, branches or affiliates to disclose such transactions or relationships or to account for any profit made or payment received in such transactions or relationships, (vi) the Depository shall not be deemed to have knowledge of any information held by any branch, division or affiliate of the Depository and (vii) notice to a Holder shall be deemed, for all purposes of the Deposit Agreement and this ADR, to constitute notice to any and all Beneficial Owners of the ADSs evidenced by such Holder's ADRs. For all purposes under the Deposit Agreement and this ADR, the Holder hereof shall be deemed to have all requisite authority to act on behalf of any and all Beneficial Owners of the ADSs evidenced by this ADR.

## Governing law

The Deposit Agreement and this ADR shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the application of the conflict of law principles thereof. All capitalized terms used herein, and not defined herein, shall have the meanings ascribed to such terms in the Deposit Agreement.

By holding an ADS or an interest therein, Holders and owners of ADSs each irrevocably agree that any legal suit, action or proceeding against or involving the Company or the Depository, arising out of or based upon the Deposit Agreement, the ADSs or the transactions contemplated therein, may only be instituted in a state or federal court in New York, New York, and by holding an ADS or an interest therein each irrevocably waives any objection which it may now or hereafter have to the laying of venue of any such proceeding, and irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

**Jury trial waiver**

EACH PARTY TO THE DEPOSIT AGREEMENT (INCLUDING, FOR THE AVOIDANCE OF DOUBT, EACH HOLDER AND BENEFICIAL OWNER OF, AND/OR HOLDER OF INTERESTS IN ADSS OR ADRs) IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING AGAINST THE DEPOSITARY AND/OR THE COMPANY DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE SHARES OR OTHER DEPOSITED SECURITIES, THE ADSs OR THE ADRs, THE DEPOSIT AGREEMENT OR ANY TRANSACTION CONTEMPLATED THEREIN, OR THE BREACH THEREOF (WHETHER BASED ON CONTRACT, TORT, COMMON LAW OR ANY OTHER THEORY), INCLUDING, WITHOUT LIMITATION, ANY SUIT, ACTION OR PROCEEDING UNDER THE UNITED STATES FEDERAL SECURITIES LAWS.

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SEPARATION AND DISTRIBUTION AGREEMENT

by and between

TECHNIPFMC PLC

AND

TECHNIP ENERGIES B.V.

Dated as of January 7, 2021

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Annexes

Annex I Defined Terms

Exhibits

Exhibit A Amended and Restated Articles of Association

## SEPARATION AND DISTRIBUTION AGREEMENT

This SEPARATION AND DISTRIBUTION AGREEMENT is entered into effective as of January 7, 2021 (this "Agreement"), by and between TechnipFMC plc, a public limited company formed under the laws of England and Wales ("TFMC"), and Technip Energies B.V., a private limited liability company incorporated under the laws of the Netherlands and wholly owned subsidiary of TFMC, which prior to the Distribution (as defined below) will be converted to Technip Energies N.V., a public limited liability company incorporated under the laws of the Netherlands ("TEN"). TFMC and TEN are each a "Party" and are sometimes referred to herein collectively as the "Parties."

### RECITALS

WHEREAS, TFMC, acting together with its Subsidiaries, currently conducts the TFMC Business (as defined below) and the TEN Business (as defined below);

WHEREAS, the Board of Directors of TFMC (the "TFMC Board") determined on careful review and consideration that the separation of TEN from the rest of TFMC and the establishment of TEN as a separate, publicly traded company to operate the TEN Business is in the best interests of TFMC;

WHEREAS, the Board of Directors of TEN (the "TEN Board") determined on careful review and consideration that the separation of TEN from the rest of TFMC and the establishment of TEN as a separate, publicly traded company to operate the TEN Business is in the best interests of TEN;

WHEREAS, TEN has been incorporated for the sole purpose of, and has not engaged in activities except in preparation for, the Transactions contemplated by this Agreement;

WHEREAS, TFMC owns 100% of the ordinary shares, nominal value EUR 0.01 per share, of TEN (the "TEN Shares");

WHEREAS, in furtherance of the foregoing, the TFMC Board has determined that it is appropriate and desirable to separate the TEN Business from the TFMC Business (the "Separation") and, following the Separation, contribute those subsidiaries of TFMC constituting the TEN Business to TEN (the "Contribution");

WHEREAS, as consideration for the Separation and the Contribution, the TEN Board has determined it appropriate and desirable that following the Contribution TEN shall issue a number of TEN Shares to TFMC (the "TEN Shares Issuance") which shares shall be paid up in kind by means of the Contribution;

WHEREAS, each of the TFMC Board and the TEN Board have further determined that, following the Separation, the Contribution and TEN Shares Issuance, it is appropriate and desirable for TFMC to make a distribution of the TEN Shares representing an aggregate 50.1% interest in TEN to the holders of ordinary shares, par value \$1.00 per share, of TFMC (the "TFMC Shares") through a special dividend of TEN Shares to holders of TFMC Shares on the Record Date on a pro rata basis (the "Distribution") and, together with the Separation, the Contribution, the TEN Shares Issuance and the other transactions contemplated by this Agreement, the "Transactions"), in each case, on the terms and conditions set forth in this Agreement;

WHEREAS, immediately following the Distribution, TFMC will hold an amount of TEN Shares representing 49.9% of the outstanding TEN Shares;

WHEREAS, TEN has filed with the Stichting Autoriteit Financiële Markten (the “AFM”) and the SEC, respectively, the EU Prospectus and the Form F-1, which set forth certain disclosure concerning TEN and the Transactions;

WHEREAS, TEN has requested that the AFM notify the Autorité des marchés financiers (the “AMF”) of its approval, in accordance with the applicable regulation of the European Parliament, of the EU Prospectus; and

WHEREAS, each of TFMC and TEN has determined that it is appropriate and desirable to set forth in this Agreement certain agreements that will govern certain matters relating to the Transactions and the relationship of TFMC, TEN and the members of the TFMC Group and the TEN Group following the Distribution.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

**ARTICLE I  
SEPARATION**

1.1 Transfers of Assets and Assumptions of Liabilities; TEN Assets; TFMC Assets.

(a) In order to effect the Transactions, the Parties shall cause, and shall cause the members of their respective Group to cause, (i) the TEN Group to own, to the extent they do not already own, all of the TEN Assets and none of the TFMC Assets, and (ii) the TEN Group to be liable for, to the extent they are not already liable for, all of the TEN Liabilities.

(b) For purposes of this Agreement, “TEN Assets” shall mean:

(i) the following Assets listed in subsections (A) through (M) below:

(A) all Assets of either Party or any member of its Group included or reflected as Assets of the TEN Group on the TEN Balance Sheet, subject to any dispositions of such Assets subsequent to the date of the TEN Balance Sheet; provided, that the amounts set forth on the TEN Balance Sheet with respect to any Assets shall not be treated as minimum amounts or limitations on the amount of such Assets that are included in the definition of TEN Assets pursuant to this clause (A);

(B) all Assets of either Party or any member of its Group as of the Effective Time that are of a nature or type that would have resulted in such Assets being included as Assets of TEN or members of the TEN Group as of the Effective Time if a balance sheet, notes and subledgers were to be prepared on a basis consistent with the determination of the Assets included on the TEN Balance Sheet, it being understood that (x) the TEN Balance Sheet shall be used to determine the types of, and methodologies used to determine, those Assets that are included in the definition of TEN Assets pursuant to this clause (B) and (y) the amounts set forth on the TEN Balance Sheet with respect to any Assets shall not be treated as minimum amounts or limitations on the amount of such Assets that are included in the definition of TEN Assets pursuant to this clause (B);

(C) all issued and outstanding capital stock or other equity securities of the Persons set forth on Schedule 1.1(b)(i)(C) owned by either Party or a member of its respective Group as of the Effective Time;

(D) the amount of cash, cash equivalents or marketable securities on hand or in bonds as determined pursuant to Schedule 1.1(b)(i)(D) (the “TEN Cash”);

(E) all TEN Contracts and all rights, interests or claims of either Party or any member of its respective Group thereunder as of the Effective Time;

(F) all TEN Intellectual Property and all rights, interests or claims of either Party or any member of its respective Group thereunder as of the Effective Time;

(G) all TEN Leases and all rights, interests or claims of either Party or any member of its respective Group thereunder as of the Effective Time;

(H) all TEN Permits and all rights, interests or claims of either Party or any member of its respective Group thereunder as of the Effective Time;

(I) all TEN Properties, together with all buildings, fixtures and improvements erected thereon;

(J) all rights, claims, demands, causes of action, judgments, decrees and rights to indemnity or contribution, whether absolute or contingent, contractual or otherwise, in favor of TFMC or any of its Subsidiaries primarily related to the TEN Business, including the right to sue, recover and retain such recoveries and the right to continue in the name of TEN and its Subsidiaries any pending actions relating to the foregoing, and to recover and retain any damages therefrom;

(K) all Business Records exclusively related to the TEN Business (the “TEN Business Records”);

(L) all rights, interests or claims in the Insurance Claims set forth on Schedule 1.1(b)(i)(L); and

(M) all Assets of either Party or any member of its respective Group as of the Effective Time that are expressly provided by this Agreement or any Ancillary Agreement as Assets to be transferred to any member of the TEN Group, including any Assets of TEN or any member of the TEN Group necessary to perform the services set forth in the Transition Services Agreement,

(ii) all assets set forth on Schedule 1.1(b)(ii).

Notwithstanding the foregoing, the TEN Assets shall not in any event include any Asset referred to in Section 1.1(c).

(c) For purposes of this Agreement, "TFMC Assets" shall mean:

(i) all Assets of either Party or the members of its Group as of the Effective Time, other than the TEN Assets, including

(A) all Contracts of either Party or any member of its respective Group and all rights, interests or claims of either Party or any member of its respective Group thereunder as of the Effective Time other than the TEN Contracts (collectively, the "TFMC Contracts");

(B) all TFMC Intellectual Property;

(C) all TFMC Permits;

(D) any Contract related to the leasing or subleasing of real property and all rights, interests or claims of either Party or any member of its respective Group thereunder as of the Effective Time other than the TEN Leases;

(E) all cash, cash equivalents and marketable securities on hand or in banks, other than the TEN Cash;

(F) all rights, interests or claims in the in the Insurance Claims other than those set forth on Schedule 1.1(b)(i)(L);

(G) all Business Records other than the TEN Business Records;

(H) all Assets of either Party or any member of its respective Group as of the Effective Time that are expressly contemplated by this Agreement or any Ancillary Agreement as Assets to be retained by any member of the TFMC Group, including any Assets of TFMC or any member of the TFMC Group necessary to perform the services set forth in the Transition Services Agreement;

(I) the Outstanding RPBC Payment; and

(ii) all assets set forth on Schedule 1.1(c)(ii).

(d) For the purposes of this Agreement, "TEN Liabilities" shall mean:

(i) all Liabilities relating to, arising out of or resulting from the actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to, at or after the Effective Time (whether or not such Liabilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the Effective Time), in each case to the extent (and only to the extent) that such Liabilities relate to, arise out of or result from the TEN Business or a TEN Asset, including:

(A) all Liabilities that are expressly provided by this Agreement or any Ancillary Agreement as Liabilities to be assumed or retained by TEN or any other member of the TEN Group, and all agreements, obligations and Liabilities of any member of the TEN Group under this Agreement or any of the Ancillary Agreements;

(B) all Liabilities included or reflected as liabilities or obligations of TEN or the members of the TEN Group on the TEN Balance Sheet, subject to any discharge of such Liabilities subsequent to the date of the TEN Balance Sheet; provided, that the amounts set forth on the TEN Balance Sheet with respect to any Liabilities shall not be treated as minimum amounts or limitations on the amount of such Liabilities that are included in the definition of TEN Liabilities pursuant to this clause (B);

(C) all Liabilities as of the Effective Time to the extent (and only to the extent) that they are of a nature or type that would have resulted in such Liabilities being included or reflected as liabilities or obligations of TEN or the members of the TEN Group as of the Effective Time if a balance sheet, notes and subledgers were to be prepared on a basis consistent with the determination of the Liabilities included on the TEN Balance Sheet, it being understood that (x) the TEN Balance Sheet shall be used to determine the types of, and methodologies used to determine, those Liabilities that are included in the definition of TEN Liabilities pursuant to this clause (C) and (y) the amounts set forth on the TEN Balance Sheet with respect to any Liabilities shall not be treated as minimum amounts or limitations on the amount of such Liabilities that are included in the definition of TEN Liabilities pursuant to this clause (C);

(D) any and all Liabilities that are expressly provided by this Agreement or any Ancillary Agreement as Liabilities to be assumed by TEN or any other member of the TEN Group, and all agreements, obligations and Liabilities of any member of the TEN Group under this Agreement or any of the Ancillary Agreements;

(E) all Liabilities based upon, relating to or arising from the TEN Contracts;

(F) all Liabilities based upon, relating to or arising from Intellectual Property to the extent primarily used or held for use in the TEN Business;



(G) all Liabilities based upon, relating to or arising from the TEN Permits;

(H) all Liabilities with respect to terminated, divested or discontinued businesses, Assets or operations to the extent (and only to the extent) that they were of such a nature that they would be or would have been part of the TEN Business had they not been terminated, divested or discontinued (regardless of whether they ever operated under the "TechnipFMC" name), and all Liabilities of TFMC related thereto unless such Liabilities are expressly retained by TFMC pursuant to the terms of this Agreement or the Ancillary Agreements; all Liabilities based upon, relating to or arising from all TEN Leases;

(I) all Environmental Liabilities arising at, prior to or after the Effective Time to the extent (and only to the extent) based upon, relating to or arising from the conduct of the TEN Business as currently or formerly conducted (including at any properties that were previously owned or operated in connection with the TEN Business), the TEN Assets or the TEN Properties;

(J) all Liabilities arising out of any TEN Action;

(K) all Liabilities arising out of claims made by any Third Party (including TFMC's or TEN's respective directors, officers, shareholders, employees and agents) against any member of the TFMC Group or the TEN Group to the extent (and only to the extent) relating to, arising out of or resulting from the TEN Business or the TEN Assets or the other business, operations, activities or Liabilities referred to in clauses (A) through (K) above and clause (ii) below, and

(ii) all Liabilities set forth on Schedule 1.1(d)(ii).

(e) For the purposes of this Agreement, "TFMC Liabilities" means:

(i) the following Liabilities of either Party or the members of its respective Group in each case to the extent (and only to the extent) that such Liabilities relate to, arise out of or result from the TFMC Business or a TFMC Asset, including:

(A) all Liabilities that are expressly provided by this Agreement or any Ancillary Agreement as Liabilities to be assumed or retained by TFMC or any other member of the TFMC Group, and all agreements, obligations and Liabilities of any member of the TFMC Group under this Agreement or any of the Ancillary Agreements;

(B) all Liabilities to the extent (and only to the extent) based upon, relating to or arising from the operation or conduct of the TFMC Business, arising at, prior to or after the Effective Time, but excluding in all circumstances the TEN Liabilities;

- (C) all Liabilities based upon, relating to or arising from the TFMC Contracts;
- (D) all Liabilities based upon, relating to or arising from Intellectual Property to the extent primarily used or held for use in the TFMC Business;
- (E) all Liabilities based upon, relating to or arising from the TFMC Permits;

(F) all Liabilities with respect to terminated, divested or discontinued businesses, Assets or operations to the extent (and only to the extent) that were of such a nature that they would be or would have been part of the TFMC Business had they not been terminated, divested or discontinued (regardless of whether they ever operated under the “TechnipFMC” name), and all Liabilities of TFMC related thereto unless such Liabilities are expressly retained by TEN pursuant to the terms of this Agreement or the Ancillary Agreements;

- (G) all Liabilities based upon, relating to or arising from all TFMC Leases;

(H) all Environmental Liabilities arising at, prior to or after the Effective Time to the extent (and only to the extent) based upon, relating to or arising from the conduct of the TFMC Business as currently or formerly conducted (including at any properties that were previously owned or operated in connection with the TFMC Business), the TFMC Assets or the TFMC Properties;

- (I) all Liabilities arising out of any TFMC Action; and

(J) all Liabilities arising out of claims made by any Third Party (including TFMC’s or TEN’s respective directors, officers, shareholders, current and former employees and agents) against any member of the TFMC Group or the TEN Group to the extent (and only to the extent) relating to, arising out of or resulting from the TFMC Business or the TFMC Assets or the Liabilities referred to in clauses (i) through (x) above and clause (f) below (whether such claims arise, in each case before, at or after the Effective Time), and

- (ii) all Liabilities set forth on Schedule 1.1(e)(ii).

(f) TFMC and its Subsidiaries hereby waive compliance by each and every member of the TFMC Group with the requirements and provisions of any “bulk-sale” or “bulk-transfer” Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the TEN Assets to any member of the TEN Group.

1.2 Nonassignable Contracts and Permits. Notwithstanding anything to the contrary contained herein, this Agreement shall not constitute an agreement to assign any Asset or Liability if an assignment or attempted assignment of the same without the consent of another Person would constitute a breach thereof or in any way impair the rights of a Party thereunder or give to any third party any rights with respect thereto. If any such consent is not obtained or if an attempted assignment would be ineffective or would impair such party's rights under any such Asset or Liability so that the party entitled to the benefits and responsibilities of such purported transfer (the "Intended Transferee") would not receive all such rights and responsibilities, then (a) the party purporting to make such transfer (the "Intended Transferor") shall use commercially reasonable efforts to provide or cause to be provided to the Intended Transferee, to the extent permitted by Law, the benefits of any such Asset or Liability and the Intended Transferor shall promptly pay or cause to be paid to the Intended Transferee when received all moneys received by the Intended Transferor with respect to any such Asset and (b) in consideration thereof the Intended Transferee shall pay, perform and discharge on behalf of the Intended Transferor all of the Intended Transferor's Liabilities thereunder in a timely manner and in accordance with the terms thereof which it may do without breach and, at the Intended Transferor's request, the Intended Transferee shall promptly reimburse or prepay (at the Intended Transferor's election) the Intended Transferor for all amounts paid or due by the Intended Transferor on behalf of the Intended Transferee with respect to such non-assignable Asset or Liability. In addition, the Intended Transferor and the Intended Transferee shall each take such other actions as may be reasonably requested by the other Party in order to place the other Party, insofar as reasonably possible, in the same position as if such Asset had been transferred as contemplated hereby and so all the benefits and burdens relating thereto, including possession, use, risk of loss, Liability, potential for gain and dominion, control and command, shall inure to the Intended Transferee. If and when such consents and approvals are obtained, the transfer of the applicable Asset shall be effected in accordance with the terms of this Agreement.

1.3 Termination of Intercompany Agreements.

(a) Except as set forth in Section 1.3(b), in furtherance of the releases and other provisions set forth in Article II, TFMC and each member of the TFMC Group, on the one hand, and TEN and each member of the TEN Group, on the other hand, hereby terminate any and all (i) Intercompany balances and accounts whether or not in writing, between or among TFMC or any member of the TFMC Group, on the one hand, and TEN or any other member of the TEN Group, on the other hand, effective as of the Effective Time, such that, to the extent practicable, all such Intercompany balances and accounts shall be fully settled and no Party or any member of its Group shall have any continuing obligation with respect thereto and otherwise in such a manner as the Parties shall determine in good faith (including by means of dividends, distributions, contribution, the creation or repayment of intercompany debt, increasing or decreasing of cash pool balances or otherwise), and (ii) all Intercompany agreements, arrangements, commitments or understandings, including all obligations to provide goods, services or other benefits, whether or not in writing, between or among TFMC or any member of the TFMC Group, on the one hand, and TEN or any member of the TEN Group, on the other hand (other than as set forth in Section 1.3(b)), without further payment or performance such that no party thereto shall have any further obligations therefor or thereunder. No such terminated balance, account, agreement, arrangement, commitment or understanding (including any provision thereof which purports to survive termination) shall be of any further force or effect after the Effective Time. Each Party shall, at the reasonable request of any other Party, take, or cause to be taken, such other actions as may be necessary to effect the foregoing.

(b) The provisions of Section 1.3(a) shall not apply to any of the following agreements, arrangements, commitments or understandings (or to any of the provisions thereof): (i) this Agreement and the Ancillary Agreements (and each other agreement or instrument expressly contemplated by this Agreement or any Ancillary Agreement to be entered into by any of the Parties or any of the members of their respective Group, including, for the avoidance of doubt, those agreements and instruments entered into in connection with the TFMC Financing Arrangements or the TEN Financing Arrangements); (ii) any agreements, arrangements, commitments or understandings filed as an exhibit, whether in preliminary or final form, to the EU Prospectus or the Form F-1 or otherwise listed or described on Schedule 1.3(b)(ii); (iii) any agreements, arrangements, commitments or understandings to which any Person other than the Parties and the members of their respective Group is a party (it being understood that to the extent that the rights and obligations of the Parties and the members of their respective Group under any such agreements, arrangements, commitments or understandings constitute TEN Assets, TFMC Assets, TEN Liabilities or TFMC Liabilities, they shall be assigned pursuant to Section 1.1(a) to the extent they are not already held by a member of the applicable Group); (iv) any Shared Contracts; and (v) any other agreements, arrangements, commitments or understandings that this Agreement or any Ancillary Agreement expressly contemplates shall survive the Effective Time.

1.4 Treatment of Shared Contracts. Subject to applicable Law and except as otherwise provided in any Ancillary Agreement, and without limiting the generality of the obligations set forth in Section 1.1, unless the Parties otherwise agree or the benefits of any Contract described in this Section 1.4 are expressly conveyed to the applicable Party pursuant to this Agreement or an Ancillary Agreement, any Contract entered into by a member of the TFMC Group or the TEN Group with a third party that is not a TEN Asset, but pursuant to which a member of the TEN Group, as of the Effective Time, has been provided certain revenues or other benefits or incurred any Liability (any such Contract, a “Shared Contract”) shall not be assigned in relevant part to the applicable members of the TEN Group or amended to give the relevant members of the TEN Group any entitlement to such rights and benefits thereunder; provided, however, that the Parties shall, and shall cause each of the members of their respective Group to, take such other reasonable and permissible actions to cause to the extent permitted under applicable Law: (i) the relevant member of the TEN Group to receive the rights and benefits previously provided in the ordinary course of business, consistent with past practice, pursuant to such Shared Contract; and (ii) the relevant member of the TEN Group to bear the burden of the applicable Liabilities previously borne in the ordinary course of business, consistent with past practice, under such Shared Contract. Notwithstanding the foregoing, subject to the provisions of Schedule 1.4, no member of the TFMC Group shall be required by this Section 1.4 to maintain in effect any Shared Contract, and no member of the TEN Group shall have any approval or other rights with respect to any amendment, termination or other modification of any Shared Contract.

1.5 Treatment of Shared Permits. Subject to applicable Law and except as otherwise provided in any Ancillary Agreement, and without limiting the generality of the obligations set forth in Section 1.1, unless the Parties otherwise agree or the benefits of any Permit described in this Section 1.5 are expressly conveyed to the applicable Party pursuant to this Agreement or an Ancillary Agreement, any Permit used in connection with both the TFMC Business and the TEN Business, including those listed on Schedule 1.5(a) (any such permit, a “Shared Permit”), shall remain with the member of the TFMC Group or TEN Group, as applicable, in possession of such Shared Permit at the Effective Time; provided, however, that the Parties shall, and shall cause each of the members of their respective Group to, take such other reasonable and permissible actions to cause to the extent permitted under applicable Law: (i) the relevant member of the TFMC Group or TEN Group that is not in possession of such Shared Permit, to receive the rights and benefits previously provided in the ordinary course of business, consistent with past practice, pursuant to such Shared Permit; and (ii) such member of the TFMC Group or TEN Group to bear the burden of the Liabilities under such Shared Permit to the extent arising out of such use. Notwithstanding the foregoing and except for the Shared Permits set forth on Schedule 1.5(b), no member of the TFMC Group or the TEN Group, as applicable, shall be required by this Section 1.5 to maintain in effect any Shared Permit in its possession following the Effective Time, and no member of the TFMC Group or the TEN Group shall have any approval or other rights with respect to any amendment, termination or other modification of any Shared Permit not held by a member of its respective Group following the Effective Time.

1.6 Bank Accounts; Cash Balances; Misdirected Payments.

(a) Each Party agrees to take, or cause the applicable members of its respective Group to take, at the Effective Time (or such earlier time as the Parties may agree), all actions necessary to amend all Contracts governing each bank and brokerage account, including lockbox accounts, owned by TFMC or any other member of the TFMC Group (collectively, the “TFMC Accounts”) so that such TFMC Accounts, if currently linked (whether by automatic withdrawal, automatic deposit or any other authorization to transfer funds from or to, hereinafter “linked”) to any bank or brokerage account, including lockbox accounts, owned by any member of the TEN Group (collectively, the “TEN Accounts”) are de-linked from the TEN Accounts.

(b) Each Party agrees to take, or cause the applicable members of its respective Group to take, at the Effective Time (or such earlier time as the Parties may agree), all actions necessary to amend all Contracts governing the TEN Accounts so that such TEN Accounts, if currently linked to an TFMC Account, are de-linked from the TFMC Accounts.

(c) It is intended that, following consummation of the actions contemplated by Sections 1.6(a) and 1.6(b), there shall be in place a centralized cash management process pursuant to which (i) the TFMC Accounts shall be managed centrally and funds collected shall be transferred into one or more centralized accounts maintained by TFMC and (ii) the TEN Accounts shall be managed centrally and funds collected shall be transferred into one or more centralized accounts maintained by TEN. Notwithstanding Section 1.1, but subject to TEN’s retention of the TEN cash, all cash on hand at any member of the TFMC Group or the TEN Group as of the Effective Time shall be assigned, transferred or paid over to or retained by TFMC. Any cash in the TEN Accounts after the Effective Time that belongs to any member of the TFMC Group shall be transferred by the applicable member of the TEN Group to any member of the TFMC Group designated by TFMC.

(d) With respect to any outstanding checks issued or payments initiated by TFMC, TEN or any of their respective Group members prior to the Effective Time, such outstanding checks and payments shall be honored following the Effective Time by the Person or Group owning the account on which the check is drawn or from which the payment was initiated. In addition, any outstanding checks or payments issued by a third party for the benefit of TFMC, TEN or any of their respective Group members prior to the Effective Time shall be honored following the Effective Time and payment shall be made to the party to whom the check or payment was issued.

(e) With respect to the payments described in Section 1.6(d), in the event that:

(i) TEN or one of its Group members initiates a payment prior to the Effective Time that is honored following the Effective Time, and to the extent such payment relates to the TFMC Business, then TFMC shall reimburse TEN for such payment as soon as reasonably practicable and in no event later than seven (7) days after such payment is honored; or

(ii) TFMC or one of its Group members initiates a payment prior to the Effective Time that is honored following the Effective Time, and to the extent such payment relates to the TEN Business, then TEN shall reimburse TFMC for such payment as soon as reasonably practicable and in no event later than seven (7) days after such payment is honored.

(f) Prior to or concurrently with the Effective Time, (i) TFMC shall cause all TFMC employees to be removed as authorized signatories on all bank accounts maintained by the TEN Group and (ii) TEN shall cause all TEN employees to be removed as authorized signatories on all bank accounts maintained by the TFMC Group.

(g) As between TFMC and TEN (for purposes of this Section 1.6(g), each a “Specified Party”) (and the members of their respective Group), all payments made to and reimbursements received by either Specified Party (or any member of its Group), in each case after the Effective Time, that relate to a business, Asset or Liability of the other Specified Party (or any member of such other Specified Party’s Group) (each, a “Misdirected Payment”), shall be held in trust by the recipient Specified Party for the use and benefit of the other Specified Party (or member of such other Specified Party’s Group entitled thereto) (at the expense of the party entitled thereto). Each Specified Party shall maintain an accounting of any such Misdirected Payments received by such Specified Party or any member of its Group, and the Specified Parties shall have a weekly reconciliation, whereby all such Misdirected Payments received by each Specified Party are calculated and the net amount owed to the other Specified Party (or members of the other Specified Party’s Group) shall be paid over to the other Specified Party (for further distribution to the applicable members of such other Specified Party’s Group). If at any time the net amount in respect of Misdirected Payments owed to either Specified Party exceeds \$1,000,000, an interim payment of such net amount owed shall be made to the Specified Party entitled thereto within three (3) Business Days of such amount exceeding \$1,000,000. Notwithstanding the foregoing, neither Specified Party (nor any of the members of its Group) shall act as collection agent for the other Specified Party (or any of the members of its Group), nor shall either Specified Party (or any members of its Group) act as surety or endorser with respect to non-sufficient funds checks, or funds to be returned in a bankruptcy or fraudulent conveyance action.

1.7 Misallocated Assets and Liabilities.

(a) In the event that, at any time from and after the Effective Time, either Party discovers that it or another member of its Group is the owner of, receives or otherwise comes to possess or benefit from any Asset (including the receipt of payments made pursuant to Contracts and proceeds from accounts receivable with respect to such Asset) that should have been allocated to a member of the other Group pursuant to this Agreement or any Ancillary Agreement (except in the case of any deliberate acquisition of Assets from a member of the other Group for value subsequent to the Effective Time), such Party shall promptly (but in no case later than within thirty (30) days of discovery of such misallocated Asset) transfer, or cause to be transferred, such Asset to such member of the other Group, and such member of the other Group shall accept such Asset for no further consideration other than that set forth in this Agreement and such Ancillary Agreement. Prior to any such transfer, such Asset shall be held in accordance with Section 1.2.

(b) In the event that, at any time from and after the Effective Time, either Party discovers that it or another member of its Group is liable for any Liability that should have been allocated to a member of the other Group pursuant to this Agreement or any Ancillary Agreement (except in the case of any deliberate assumption of Liabilities from a member of the other Group for value subsequent to the Effective Time), such Party shall promptly (but in no case later than within thirty (30) days of discovery of such misallocated Liability) transfer, or cause to be transferred, such Liability to such member of the other Group and such member of the other Group shall assume such Liability for no further consideration than that set forth in this Agreement and such Ancillary Agreement. Prior to any such assumption, such Liabilities shall be held in accordance with Section 1.2. To the extent either Party makes any payment or incurs any obligations relating to a misallocated Liability as set forth in this Section 1.7(b), upon discovery by the Parties that such Liability was misallocated, the Party to which such Liability should have been allocated shall reimburse the other Party for any payment made or obligations incurred with respect to such misallocated Liability.

1.8 TFMC Financing Arrangements; TEN Financing Arrangements; TEN Shares Issuance.

(a) Prior to the Effective Time, TEN entered into the TEN Financing Arrangements. TFMC and TEN shall cause all conditions relating to the TEN Financing Arrangements to be satisfied concurrently with the Effective Time. TFMC and TEN agree to take all necessary actions to assure the full release and discharge of TFMC and the other members of the TFMC Group from all obligations pursuant to the TEN Financing Arrangements as of no later than the Effective Time.

(b) Prior to the Effective Time, TFMC entered into the TFMC Financing Arrangements. TFMC shall cause all conditions relating to the TFMC Financing Arrangements to be satisfied concurrently with the Effective Time. TFMC agrees to take all necessary actions to assure the full release and discharge of TEN and the other members of the TEN Group from all obligations pursuant to the TFMC Financing Arrangements as of no later than the Effective Time.

(c) Prior to the Effective Time, TEN shall complete the TEN Shares Issuance in consideration of the Contribution. In connection with the TEN Shares Distribution, TEN shall, sufficiently prior to the Effective Time, cause the TEN Board to take all corporate and other action, and issue irrevocable instructions to any Person, as may be necessary to complete the TEN Shares Issuance to TFMC. From and after the Effective Time, TEN shall, to the fullest extent not prohibited by Law, be precluded from asserting in Action or otherwise that the foregoing actions and procedures regarding the TEN Shares Issuance are not valid, binding and enforceable and shall stipulate in any such Action or before any such Governmental Entity or otherwise that TEN is bound to have performed the TEN Shares Issuance Distribution and use best efforts to perform the TEN Shares Issuance if such distribution is not received by TFMC prior to or at the Effective Time.

1.9 Disclaimer of Representations and Warranties. EACH OF TFMC (ON BEHALF OF ITSELF AND EACH MEMBER OF THE TFMC GROUP) AND TEN (ON BEHALF OF ITSELF AND EACH MEMBER OF THE TEN GROUP) UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT, NO PARTY TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED BY THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR OTHERWISE, IS REPRESENTING OR WARRANTING IN ANY WAY AS TO THE ASSETS, BUSINESSES OR LIABILITIES TRANSFERRED, ASSUMED OR LICENSED AS CONTEMPLATED HEREBY OR THEREBY (INCLUDING ANY ASSETS, BUSINESSES OR LIABILITIES TRANSFERRED, ASSUMED OR LICENSED UNDER THIS ARTICLE I AND SECTION 5.7), AS TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY CONSENTS OR APPROVALS REQUIRED IN CONNECTION THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF, OR ANY OTHER MATTER CONCERNING, ANY ASSETS OF SUCH PARTY, AS TO, IN THE CASE OF INTELLECTUAL PROPERTY, NON-INFRINGEMENT OR ANY WARRANTY THAT ANY SUCH INTELLECTUAL PROPERTY IS "ERROR FREE," OR AS TO THE ABSENCE OF ANY DEFENSES OR RIGHT OF SET-OFF OR FREEDOM FROM COUNTERCLAIM WITH RESPECT TO ANY CLAIM OR OTHER ASSET, INCLUDING ANY ACCOUNTS RECEIVABLE, OF ANY PARTY, OR AS TO THE LEGAL SUFFICIENCY OF ANY ASSIGNMENT, DOCUMENT OR INSTRUMENT DELIVERED HEREUNDER TO CONVEY TITLE TO ANY ASSET OR THING OF VALUE UPON THE EXECUTION, DELIVERY AND FILING HEREOF OR THEREOF. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT, ALL SUCH ASSETS ARE BEING TRANSFERRED OR LICENSED, AS APPLICABLE, ON AN "AS IS," "WHERE IS" BASIS (AND, IN THE CASE OF ANY REAL PROPERTY, EXCEPT AS OTHERWISE AGREED, BY MEANS OF A QUITCLAIM DEED OR CONVEYANCE) AND THE RESPECTIVE TRANSFEREES SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT (I) ANY CONVEYANCE WILL PROVE TO BE INSUFFICIENT TO VEST IN THE TRANSFEREE GOOD AND MARKETABLE TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST, AND (II) ANY NECESSARY APPROVALS OR NOTIFICATIONS ARE NOT OBTAINED OR MADE OR THAT ANY REQUIREMENTS OF LAWS OR JUDGMENTS ARE NOT COMPLIED WITH.



**ARTICLE II.  
COMPLETION OF THE DISTRIBUTION**

2.1 Actions Prior to the Distribution. Following the Separation and the Contribution and prior to the Effective Time, subject to the terms and conditions set forth herein, the Parties shall take, or cause to be taken, the following actions in connection with the Distribution:

(a) EU Prospectus Matters. TEN shall transmit to or file with the AFM any material supplements or amendments in the form of a press release published on its website or in the form of a supplement to the EU Prospectus only if it is required pursuant to article 23 of Prospectus Regulation in order to cause the EU Prospectus to become and remain effective as required by the AFM, the applicable Laws of the European Union or any member state thereof or other applicable Laws, including in connection with the notification of the approval by the AFM to the AMF pursuant to article 25(1) of the Prospectus Regulation. TFMC and TEN shall cooperate in preparing, filing with the AFM and causing to become effective registration statements or amendments thereof that are required to reflect the establishment of, or amendments to, any employee benefit and other plans necessary or advisable in connection with the transactions contemplated by this Agreement and the Ancillary Agreements. TFMC and TEN shall take all such action as may be necessary or advisable under the securities Laws of the European Union in connection with the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Availability of EU Prospectus. TEN shall, as soon as is reasonably practicable after the EU Prospectus is approved by the AFM, cause the EU Prospectus to be made available with the delivery of a notice of Internet availability of the EU Prospectus, posted on the Internet.

(c) U.S. Securities Law Matters. TEN shall file with the SEC any amendments or supplements to the Form F-1 as may be necessary or advisable in order to cause the Form F-1 to become and remain effective as required by the SEC or U.S. federal, state or other applicable securities Laws. TFMC and TEN shall cooperate in preparing, filing with the SEC and causing to become effective registration statements or amendments thereof that are required to reflect the establishment of, or amendments to, any employee benefit and other plans necessary or advisable in connection with the transactions contemplated by this Agreement and the Ancillary Agreements. TFMC and TEN shall take all such action as may be necessary or advisable under the securities or "blue sky" Laws of the United States (and any comparable Laws under any non-U.S. jurisdiction) in connection with the transactions contemplated by this Agreement and the Ancillary Agreements.

(d) Availability of Form F-1. TFMC shall, as soon as is reasonably practicable after the Form F-1 is declared effective under the Exchange Act and the TFMC Board has approved the Distribution, cause the Form F-1 to be made available with the delivery of a notice of Internet availability of the Form F-1, posted on the Internet.

(e) Notice to NYSE. TFMC shall, to the extent possible, give the NYSE not less than ten (10) days' advance notice of the Record Date in compliance with Rule 10b-17 under the Exchange Act.

(f) The Distribution Agent. TFMC shall enter into a distribution agent agreement with the Agent or otherwise provide instructions to the Agent regarding the Distribution. TEN shall enter into a registrar agreement with the Dutch Transfer Agent or otherwise provide instructions to the Agent regarding the Distribution and the maintenance of the TEN shareholders register.

(g) Clearing Systems. At or prior to the Effective Time, TFMC and TEN shall take all actions as may be necessary to enable the TEN Shares to be admitted to the clearing procedures of Euroclear France, Euroclear Bank SA/NV and Clearstream Banking, S.A. and their participants.

(h) Stock-Based Employee Benefit Plans. At or prior to the Effective Time, TFMC and TEN shall take all actions as may be necessary to approve the stock-based employee benefit plans of TEN in order to satisfy the requirements of the securities Laws of the European Union and the applicable rules and regulations of the Euronext Paris and NYSE as applicable.

(i) ADR Program. TFMC shall cause a sponsored American depository receipt (“ADR”) facility (the “ADR Facility”) to be established with a reputable national bank reasonably acceptable to TEN (the “Depository Bank”) for the purpose of issuing ADRs in respect of the TEN Shares (“TEN ADRs”), including entering into a customary deposit agreement with the Depository Bank establishing the ADR Facility (the “Deposit Agreement”), to be effective as of the Effective Time, and filing with the SEC a Form F-6. TFMC shall use reasonable best efforts to cause the TEN Shares to be eligible for settlement through J.P. Morgan Chase Bank, N.A.

(j) Amended and Restated Articles of Association. TFMC and TEN shall take all necessary actions that may be required to provide for the conversion of TEN into a public limited liability company (naamloze vennootschap) and the amendment of the articles of association of TEN (the “Amended and Restated Articles of Association”), in accordance with a draft notarial deed of conversion and amendment of the articles of association of TEN substantially in the form attached hereto as Exhibit A (the “TEN Articles of Association”).

(k) Officers and Directors. The Parties shall take all necessary action so that, as of the Effective Time, the executive officers and directors of TEN will be as set forth in the EU Prospectus and the Form F-1.

(l) Financings. Prior to or on the Distribution Date, TFMC and TEN and each member of the TEN Group designated by TEN shall cause all conditions relating to the TFMC Financing Arrangements and the TEN Financing Arrangements to be satisfied.

(m) Satisfying Conditions to the Distribution. TFMC and TEN shall cooperate to cause the conditions to the Distribution set forth in Section 2.3 to be satisfied and to effect the Distribution at the Effective Time.

2.2 Effecting the Distribution.

(a) Delivery of TEN Shares. On or prior to the Distribution Date, TFMC shall deliver to the Agent, for the benefit of the Record Holders, duly executed transfer forms for such number of the outstanding TEN Shares as is necessary to effect the Distribution.

(b) Distribution of Shares and Cash. TFMC shall instruct the Agent to distribute, as soon as practicable following the Effective Time, to each Record Holder the following: (i) one (1) TEN Share for every five (5) TFMC Shares held by such Record Holder as of the Record Date and (ii) cash, if applicable, in lieu of fractional shares obtained in the manner provided in Section 2.2(c).

(c) No Fractional Shares. No fractional shares shall be distributed or credited to book-entry accounts in connection with the Distribution. As soon as practicable after the Effective Time, TFMC shall direct the Agent to determine the number of whole shares and fractional TEN Shares allocable to each holder of record or beneficial owner of TFMC Shares as of the Record Date, to aggregate all such fractional shares and to sell the whole shares obtained thereby in open market transactions (with the Agent, in its sole and absolute discretion, determining when, how and through which broker-dealer and at what price to make such sales), and to cause to be distributed to each such holder or for the benefit of each such beneficial owner, in lieu of any fractional share, such holder's or owner's ratable share of the proceeds of such sale, after deducting any taxes required to be withheld and after deducting an amount equal to all brokerage charges, commissions and transfer taxes attributed to such sale. Neither TFMC nor TEN shall be required to guarantee any minimum sale price for the fractional TEN Shares. Neither TFMC nor TEN shall be required to pay any interest on the proceeds from the sale of fractional shares. Solely for purposes of computing fractional share interests pursuant to Section 2.2(c), the beneficial owner of TFMC Shares held of record in the name of a nominee in any nominee account shall be treated as the holder of record with respect to such shares.

(d) Transfer Authorizations. TEN agrees to update its shareholders register to reflect the transfers of TEN Shares undertaken in connection with the Distribution.

(e) Treatment of TEN Shares. Until the TEN Shares are duly transferred in accordance with this Section 2.2 and applicable Law, from and after the Effective Time, TEN will regard the Persons entitled to receive such TEN Shares as record holders of TEN Shares in accordance with the terms of the Distribution without requiring any action on the part of such Persons. TEN and TFMC agree that from and after the Effective Time each such holder will be entitled to receive all dividends payable on, and exercise voting rights and all other rights and privileges with respect to, the TEN Shares then deemed to be held by such holder.

2.3 Conditions to the Distribution. The consummation of the Distribution shall be subject to the satisfaction or (to the extent permissible under applicable Law) waiver by TFMC in its sole and absolute discretion, of the following conditions:

(a) Approval by TFMC Board. This Agreement and the Transactions shall have been approved by the TFMC Board, and such approval shall not have been withdrawn.

(b) Approval by TEN Board. This Agreement and the Transactions shall have been approved by the TEN Board and and such approval shall not have been withdrawn.

- (c) Approval of EU Prospectus. The EU Prospectus registering the TEN Shares shall have been approved by the AFM in accordance with the Prospectus Regulation, with no stop order in effect with respect thereto.
- (d) Securities Laws. The actions and filings necessary or appropriate under applicable securities Laws in connection with the Distribution shall have been taken or made, and, where applicable, have become effective or been accepted by the applicable Governmental Entity.
- (e) Effectiveness of Form F-1. The Form F-1 registering the TEN Shares shall be effective under the Exchange Act, with no stop order in effect with respect thereto.
- (f) Listing on Euronext Paris. The TEN Shares to be distributed to the TFMC shareholders in the Distribution shall have been accepted for listing on the Euronext Paris (Compartment A), subject to official notice of distribution.
- (g) Completion of the Separation and Contribution. The Separation and Contribution shall have been completed and (i) TFMC, as of the Effective Time, shall have no further Liability whatsoever under the TEN Financing Arrangements (including in connection with any guarantees provided by any member of the TFMC Group) and (ii) TEN, as of the Effective Time, shall have no Liability whatsoever under the TFMC Financing Arrangements.
- (h) Issuance of the TEN Shares Against the Contribution. The TEN Shares Issuance shall have been validly completed by TEN to TFMC.
- (i) TFMC Officer and Director Resignations. TFMC will have requested the resignation of each person who is an officer or director of TFMC Group prior to the Distribution Date and who will continue solely as an officer or director of the TEN Group following the Distribution Date.
- (j) Distribution Agent Agreement. TFMC will have entered into a Distribution Agent Agreement with, or provided instructions regarding the Distribution to, the Agent.
- (k) Financings. The transactions contemplated by the TFMC Financing Arrangements and the TEN Financing Arrangements shall have been consummated prior to or on the Distribution Date.
- (l) Execution of Ancillary Agreements. Each of the Ancillary Agreements shall have been duly executed and delivered by the parties thereto.
- (m) Governmental Approvals. All material Governmental Approvals necessary to consummate the Transactions shall have been obtained and be in full force and effect.
- (n) No Order or Injunction. No order, injunction or decree issued by any court or agency of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Transactions shall be in effect, and no other event outside the control of TFMC shall have occurred or failed to occur that prevents the consummation of the Transactions.

(o) No Circumstances Making Distribution Inadvisable. No events or developments shall have occurred or exist that, in the judgment of the TFMC Board, in its sole and absolute discretion, make it inadvisable to effect the Transactions, or would result in the Transactions not being in the best interest of TFMC or its shareholders.

2.4 Sole Discretion. The foregoing conditions are for the sole benefit of TFMC and shall not give rise to or create any duty on the part of TFMC or the TFMC Board to waive or not waive such conditions or in any way limit TFMC's right to terminate this Agreement as set forth in Article VII or alter the consequences of any such termination from those specified in such Article. Any determination made by the TFMC Board prior to the Distribution concerning the satisfaction or waiver of any or all of the conditions set forth in Section 2.3 shall be conclusive.

**ARTICLE III.  
MUTUAL RELEASES; INDEMNIFICATION; COOPERATION; INSURANCE**

3.1 Release of Claims Prior to Distribution.

(a) Except as provided in Section 3.1(c), effective as of the Effective Time, TFMC does hereby, for itself and each other member of the TFMC Group, their respective Affiliates, successors and assigns, and, to the extent permitted by Law, all Persons who at any time prior to the Effective Time have been shareholders, directors, officers, agents or employees of any member of the TFMC Group (in each case, in their respective capacities as such), surrender, relinquish, release and forever discharge (i) TEN, the respective members of the TEN Group, their respective Affiliates, successors and assigns, and (ii) all Persons who at any time prior to the Effective Time have been shareholders, directors, officers, agents or employees of any member of the TEN Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, in each case from (A) all TFMC Liabilities whatsoever, (B) all Liabilities arising from, or in connection with, the transactions and all other activities to implement the Transactions and (C) all Liabilities arising from or in connection with actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to the Effective Time (whether or not such Liabilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the Effective Time), in each case of this clause (C) to the extent relating to, arising out of or resulting from the TFMC Business, the TFMC Assets or TFMC Liabilities.

(b) Except as provided in Section 3.1(c), effective as of the Effective Time, TEN does hereby, for itself and each other member of the TEN Group, their respective Affiliates, successors and assigns, and, to the extent permitted by Law, all Persons who at any time prior to the Effective Time have been shareholders, directors, officers, agents or employees of any member of the TEN Group (in each case, in their respective capacities as such), surrender, relinquish, release and forever discharge (i) TFMC, the respective members of the TFMC Group, their respective Affiliates (other than any member of the TEN Group), successors and assigns, and (ii) all Persons who at any time prior to the Effective Time have been shareholders, directors, officers, agents or employees of any member of the TFMC Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, in each case from (A) all TEN Liabilities whatsoever, (B) all Liabilities arising from, or in connection with, the transactions and all other activities to implement the Transactions and (C) all Liabilities arising from or in connection with actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to the Effective Time (whether or not such Liabilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the Effective Time), in each case of this clause (C), to the extent relating to, arising out of or resulting from the TEN Business, the TEN Assets or the TEN Liabilities.

(c) Nothing contained in Section 3.1(a) or (b) shall impair any right of any Person to enforce this Agreement, any Ancillary Agreement or any agreements, arrangements, commitments or understandings that are specified in Section 1.3(b) or the applicable schedules hereto as not to terminate as of the Effective Time, in each case in accordance with its terms. Nothing contained in Section 3.1(a) or (b) shall release any Person from:

(i) any Liability provided in or resulting from any agreement among any members of the TFMC Group or the TEN Group that is specified in Section 1.3(b) as not to terminate as of the Effective Time, or any other Liability specified in such Section 1.3(b) as not to terminate as of the Effective Time;

(ii) any Liability provided in or resulting from any Contract or understanding that is entered into after the Effective Time between any member of the TFMC Group, on the one hand, and any member of the TEN Group, on the other hand;

(iii) any Liability, contingent or otherwise, assumed, transferred, assigned or allocated to the Group of which such Person is a member in accordance with this Agreement or any Ancillary Agreement (including any TFMC Liability and any TEN Liability, as applicable); or

(iv) any Liability that the Parties may have with respect to indemnification or contribution pursuant to this Agreement or otherwise for claims brought against the Parties by third Persons, which Liability shall be governed by the provisions of this Article III and Article IV and any other applicable provisions of this Agreement.

(d) In addition, nothing contained in Section 3.1(a) or (b) shall release TFMC from its obligations, existing as of immediately prior to or after the Effective Time, to indemnify or to advance expenses to any person who was a director, officer or employee of a member of the TFMC Group or the TEN Group on or prior to the Effective Time; it being understood that, if the underlying actions or conduct giving rise to a claim for indemnification or advancement of expenses is related to or arises from a TEN Liability, TEN shall indemnify TFMC's costs to indemnify and advance expenses to the director, officer or employee in accordance with the provisions set forth in this Article III.

(e) TFMC shall not make, and shall not permit any member of the TFMC Group to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against TEN or any member of the TEN Group, or any other Person released pursuant to Section 3.1(a), with respect to any Liabilities released pursuant to Section 3.1(a). TEN shall not make, and shall not permit any member of the TEN Group to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against TFMC or any member of the TFMC Group, or any other Person released pursuant to Section 3.1(b), with respect to any Liabilities released pursuant to Section 3.1(b).

(f) Any breach of the provisions of this Section 3.1 by either TFMC or TEN shall entitle the other Party to recover reasonable fees and expenses of counsel in connection with such breach or any Action resulting from such breach.

3.2 Indemnification by TFMC. Except as otherwise specifically set forth in this Agreement, to the fullest extent permitted by Law, TFMC shall, and shall cause the other members of the TFMC Group to, indemnify, defend and hold harmless TEN, each member of the TEN Group and each of their respective past, present and future directors, officers, employees and agents, in each case in their respective capacities as such, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the “TEN Indemnitees”), from and against any and all Liabilities of the TEN Indemnitees relating to, arising out of or resulting from, directly or indirectly, any of the following items (without duplication):

(a) any TFMC Liabilities, including any failure of TFMC or any other member of the TFMC Group or any other Person to pay, perform or otherwise promptly discharge any TFMC Liabilities in accordance with their respective terms, whether prior to or after the Effective Time or the date hereof;

(b) any breach by TFMC or any member of the TFMC Group of this Agreement or any of the Ancillary Agreements;

(c) any third-party claims that the use of the TEN Intellectual Property by any member of the TFMC Group (or their permitted sublicensees) infringes the Intellectual Property rights of such third party;

(d) except to the extent that it relates to a TEN Liability, any guarantee, indemnification or contribution obligation, letter of credit reimbursement obligations, surety, bond or other credit support agreement, arrangement, commitment or understanding for the benefit of TFMC or any member of the TFMC Group by TEN or any member of the TEN Group that survives following the Effective Time;

(e) any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to all information contained in the EU Prospectus, the Form F-1 or any other Disclosure Document, in each case solely to the extent furnished by TFMC solely in respect of TFMC and expressly for use in such document;

(f) any breach by TFMC or any member of the TFMC Group of the DPA; and

(g) any Monetary Penalty issued by the PNF arising from the PNF Investigation.

Notwithstanding the foregoing, in no event shall TFMC or any other member of the TFMC Group have any obligations under this Section 3.2 with respect to Liabilities subject to indemnification pursuant to Section 3.3.

3.3 Indemnification by TEN. Except as otherwise specifically set forth in this Agreement, to the fullest extent permitted by Law, TEN shall, and shall cause the other members of the TEN Group to, indemnify, defend and hold harmless TFMC, each member of the TFMC Group and each of their respective past, present and future directors, officers, employees and agents, in each case in their respective capacities as such, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the “TFMC Indemnitees”), from and against any and all Liabilities of the TFMC Indemnitees relating to, arising out of or resulting from, directly or indirectly, any of the following items (without duplication):

- (a) any TEN Liabilities, including any failure of TEN or any other member of the TEN Group or any other Person to pay, perform or otherwise promptly discharge any TEN Liabilities in accordance with their respective terms, whether prior to or after the Effective Time or the date hereof;
- (b) any breach by TEN or any member of the TEN Group of this Agreement or any Ancillary Agreements, including the failure by TEN to perform the TEN Shares Issuance to TFMC;
- (c) any third-party claims that the use of the Licensed TFMC Patents by any member of the TEN Group (or their permitted sublicensees) infringes the Intellectual Property rights of such third party;
- (d) except to the extent that it relates to a TFMC Liability, any guarantee, indemnification or contribution obligation, letter of credit reimbursement obligations, surety, bond or other credit support agreement, arrangement, commitment or understanding for the benefit of TEN or any member of the TEN Group by TFMC or any member of the TFMC Group that survives following the Effective Time;
- (e) any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to all information contained in the EU Prospectus, the Form F-1 or any other Disclosure Document, other than the matters described in Section 3.2(e); and
- (f) any breach by TEN or any member of the TEN Group of the DPA.

Notwithstanding the foregoing, in no event shall TEN or any other member of the TEN Group have any obligations under this Section 3.3 with respect to Liabilities subject to indemnification pursuant to Section 3.2.



3.4 Indemnification Obligations Net of Insurance Proceeds.

(a) The Parties intend that any Liability subject to indemnification or contribution pursuant to this Article III shall be net of Insurance Proceeds that actually reduce the amount of the Liability. Accordingly, the amount that any Party (an “Indemnifying Party”) is required to pay to any Person entitled to indemnification or contribution hereunder (an “Indemnitee”) shall be reduced by any Insurance Proceeds theretofore actually recovered by or on behalf of the Indemnitee in respect of the related Liability. If an Indemnitee receives a payment (an “Indemnity Payment”) required by this Agreement from an Indemnifying Party in respect of any Liability and subsequently receives Insurance Proceeds, then the Indemnitee shall pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds had been received, realized or recovered before the Indemnity Payment was made.

(b) It is expressly agreed and understood that all rights to indemnification, contribution and reimbursement pursuant to this Article III are in excess of all available insurance. Without limiting the foregoing, the Parties agree that an insurer who would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto or, solely by virtue of any provision contained in this Agreement or any Ancillary Agreement, have any subrogation rights with respect thereto, it being expressly understood and agreed that no insurer or any other Third Party shall be entitled to a “windfall” (i.e., a benefit they would not be entitled to receive in the absence of the indemnification provisions hereof) by virtue of the Liability allocation, indemnification and contribution provisions hereof. Accordingly, any provision herein that could have the result of giving any insurer or other Third Party such a “windfall” shall be suspended or amended to the extent necessary to not provide such “windfall.” Each Party shall, and shall cause the members of its Group to, use commercially reasonable efforts (taking into account the probability of success on the merits and the cost of expending such efforts, including attorney’s fees and expenses) to collect or recover, or allow the Indemnifying Party to collect or recover, any Insurance Proceeds that may be collectible or recoverable respecting the Liabilities for which indemnification or contribution may be available under this Article III. The Indemnitee shall make available to the Indemnifying Party and its counsel all employees, books and records, communications, documents, items or matters within its knowledge, possession or control that are necessary, appropriate or reasonably deemed relevant by the Indemnifying Party with respect to the recovery of such Insurance Proceeds; provided, however, that nothing in this sentence shall be deemed to require a Party to make available books and records, communications, documents or items that (i) in such Party’s good faith judgment could result in a waiver of any privilege even if the Parties cooperated to protect such privilege as contemplated by this Agreement or (ii) such Party is not permitted to make available because of any Law or any confidentiality obligation to a Third Party, in which case such Party shall use commercially reasonable efforts to seek a waiver of or other relief from such confidentiality restriction. Notwithstanding the foregoing, an Indemnifying Party may not delay making any indemnification payment required under the terms of this Agreement, or otherwise satisfying any indemnification obligation, pending the outcome of any Action to collect or recover Insurance Proceeds, and an Indemnitee need not attempt to collect any Insurance Proceeds prior to making a claim for indemnification or contribution or receiving any Indemnity Payment otherwise owed to it under this Agreement or any Ancillary Agreement.

(c) Each of TFMC and TEN shall, and shall cause the members of its Group to, when appropriate, use commercially reasonable efforts to obtain waivers of subrogation for each of the insurance policies described in Section 3.15. Each of TFMC and TEN hereby waives, for itself and each member of its Group, its rights to recover against the other Party in subrogation or as subrogee for a third Person.

(d) For all claims as to which indemnification is provided under Section 3.2 or 3.3 other than Third-Party Claims (as to which Section 3.5 shall apply), the reasonable fees and expenses of counsel to the Indemnitee for the enforcement of the indemnity obligations shall be borne by the Indemnifying Party.

### 3.5 Procedures for Indemnification of Third-Party Claims.

(a) If, at or after the date of this Agreement, an Indemnitee shall receive written notice from, or otherwise learn of the assertion by, a Person (including any Governmental Entity) who is not a member of the TFMC Group or the TEN Group (a "Third Party") of any claim or of the commencement by any such Person of any Action (collectively, a "Third-Party Claim") with respect to which an Indemnifying Party may be obligated to provide indemnification to such Indemnitee pursuant to Section 3.2 or 3.3, or any other Section of this Agreement, such Indemnitee shall give such Indemnifying Party written notice thereof within fourteen (14) days of receipt of such written notice. Any such notice shall describe the Third-Party Claim in reasonable detail and include copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third-Party Claim. Notwithstanding the foregoing, the failure of an Indemnitee to provide notice in accordance with this Section 3.5(a) shall not relieve an Indemnifying Party of its indemnification obligations under this Agreement, except to the extent to which the Indemnifying Party shall demonstrate that it was materially prejudiced by the Indemnitee's failure to provide notice in accordance with this Section 3.5(a).

(b) Subject to the terms and conditions of any applicable insurance policy in place after the Effective Time, an Indemnifying Party may elect to defend (and to seek to settle or compromise), at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel; provided, that the Indemnifying Party will not select counsel without the Indemnitee's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed). Within thirty (30) days after the receipt of notice from an Indemnitee in accordance with Section 3.5(a) (or sooner, if the nature of such Third-Party Claim so requires), the Indemnifying Party shall notify the Indemnitee of its election whether the Indemnifying Party shall assume responsibility for defending such Third-Party Claim.

(c) If an Indemnifying Party has elected to assume the defense of a Third-Party Claim, then such Indemnifying Party shall be solely liable for all fees and expenses incurred by it in connection with the defense of such Third-Party Claim and shall not be entitled to seek any indemnification or reimbursement from the Indemnitee for any such fees or expenses incurred during the course of its defense of such Third-Party Claim, regardless of any subsequent decision by the Indemnifying Party to reject or otherwise abandon its assumption of such defense. If an Indemnifying Party elects not to assume responsibility for defending any Third-Party Claim or fails to notify an Indemnitee of its election within thirty (30) days after receipt of a notice from an Indemnitee, such Indemnitee shall have the right to control the defense of such Third-Party Claim, in which case the Indemnifying Party shall be liable for all reasonable fees and expenses incurred by the Indemnitee in connection with the defense of such Third-Party Claim.

(d) Notwithstanding an election by an Indemnifying Party to defend a Third-Party Claim in circumstances where an Indemnifying Party is permitted to make such an election pursuant to Section 3.5(b), an Indemnitee may, upon notice to the Indemnifying Party, elect to take over the defense of such Third-Party Claim if (i) in its exercise of reasonable business judgment, the Indemnitee determines that the Indemnifying Party is not defending such Third-Party Claim competently or in good faith, (ii) the Indemnitee determines in its exercise of reasonable business judgment that there exists a compelling business reason for such Indemnitee to defend such Third-Party Claim (other than as contemplated by the foregoing clause (i)), (iii) the Indemnifying Party makes a general assignment for the benefit of creditors, has filed against it or files a petition in bankruptcy or insolvency or is declared bankrupt or insolvent or declares that it is bankrupt or insolvent, or (iv) there occurs a change of control of the Indemnifying Party.

(e) An Indemnitee that does not conduct and control the defense of any Third-Party Claim, or an Indemnifying Party that has failed to elect to defend or that is not permitted to elect or defend pursuant to Section 3.5(b), any Third-Party Claim as contemplated hereby, nevertheless shall have the right to employ separate counsel (including local counsel as appropriate) of its own choosing to monitor and participate in (but not control) the defense of any Third-Party Claim for which it is a potential Indemnitee or Indemnifying Party, but the fees and expenses of such counsel shall be at the expense of such Indemnitee or Indemnifying Party, as the case may be, and the provisions of Section 3.5(c) shall not apply to such fees and expenses. Notwithstanding the foregoing, such Party shall cooperate with the Party entitled to conduct and control the defense of such Third-Party Claim in such defense and make available to the controlling Party, at the non-controlling Party's expense, all witnesses, information and materials in such Party's possession or under such Party's control relating thereto as are reasonably required by the controlling Party. In addition to the foregoing and the last sentence of Section 3.2(b), if any Indemnitee shall in good faith determine that such Indemnitee and the Indemnifying Party have actual or potential differing defenses or conflicts of interest between them that make joint representation inappropriate, then the Indemnitee shall have the right to employ separate counsel (including local counsel as appropriate) and to participate in (but not control) the defense, compromise or settlement of the applicable Third-Party Claim, and the Indemnifying Party shall bear the reasonable fees and expenses of one such counsel and local counsel (as appropriate) for all Indemnitees.

(f) Neither Party may settle or compromise any Third-Party Claim for which either Party is seeking to be indemnified hereunder without the prior written consent of the other Party, which consent may not be unreasonably withheld, unless such settlement or compromise is solely for monetary damages, does not involve any finding or determination of Liability, wrongdoing or violation of Law by the other Party and provides for a full, unconditional and irrevocable release of the other Party, the members of the other Party's respective Group and each of their respective past, present and future directors, officers, employees and agents, in each case in their respective capacities as such, and each of the heirs, executors, successors and assigns of any of the foregoing from all Liability in connection with the Third-Party Claim. The Parties hereby agree that if a Party presents the other Party with a written notice containing a proposal to settle or compromise a Third-Party Claim for which either Party is seeking to be indemnified hereunder and the Party receiving such proposal does not respond in any manner to the Party presenting such proposal within thirty (30) days (or within any such shorter time period that may be required by applicable Law or court order) of receipt of such proposal, then the Party receiving such proposal shall be deemed to have consented to the terms of such proposal.

(g) The provisions of this Section 3.5 (other than this Section 3.5(g)) and the provisions of Section 3.6 (other than Section 3.6(f)) shall not apply to Taxes (Taxes being governed by the Tax Matters Agreement).

(h) The Indemnifying Party shall establish a procedure reasonably acceptable to the Indemnitee to keep the Indemnitee reasonably informed of the progress of the Third-Party Claim and to notify the Indemnitee when any such Third-Party Claim is closed, regardless of whether such Third-Party Claim was resolved by settlement, verdict, dismissal or otherwise.

3.6 Additional Matters.

(a) Indemnification payments in respect of any Liabilities for which an Indemnitee is entitled to indemnification under this Article III shall be paid by the Indemnifying Party to the Indemnitee as such Liabilities are incurred upon demand by the Indemnitee, including reasonably satisfactory documentation setting forth the basis for the amount of such indemnification payment, including documentation with respect to calculations made and consideration of any Insurance Proceeds that actually reduce the amount of such Liabilities. THE COVENANTS AND OBLIGATIONS CONTAINED IN THIS ARTICLE III SHALL REMAIN OPERATIVE AND IN FULL FORCE AND EFFECT, REGARDLESS OF (I) ANY INVESTIGATION MADE BY OR ON BEHALF OF ANY INDEMNITEE AND (II) THE KNOWLEDGE BY THE INDEMNITEE OF LIABILITIES FOR WHICH IT MIGHT BE ENTITLED TO INDEMNIFICATION HEREUNDER.

(b) Any claim on account of a Liability that does not result from a Third-Party Claim shall be asserted by written notice given by the Indemnitee to the related Indemnifying Party. Such Indemnifying Party shall have a period of thirty (30) days after the receipt of such notice within which to respond thereto. If after such thirty (30)-day period, such claim is not resolved, Indemnitee shall be free to pursue such remedies as may be available to such party as contemplated by this Agreement. Notwithstanding the foregoing, the failure of an Indemnitee to provide notice in accordance with this Section 3.6(b) shall not relieve an Indemnifying Party of its indemnification obligations under this Agreement, except to the extent to which the Indemnifying Party shall demonstrate that it was materially prejudiced by the Indemnitee's failure to provide notice in accordance with this Section 3.6(b).

(c) In the event of payment by or on behalf of any Indemnifying Party to any Indemnitee in connection with any Third-Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnitee as to any events or circumstances in respect of which such Indemnitee may have any right, defense or claim relating to such Third-Party Claim against any claimant or plaintiff asserting such Third-Party Claim or against any other Person. Such Indemnitee shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right, defense or claim.

(d) In the event of an Action for which indemnification is sought pursuant to Section 3.2 or 3.3 and in which the Indemnifying Party is not a named defendant, if either the Indemnitee or Indemnifying Party shall so request, the Parties shall use commercially reasonable efforts to substitute the Indemnifying Party for the named defendant for the portion of the Action related to such indemnification claim.

(e) In the event that TFMC or TEN establishes a risk accrual in an amount of at least \$1,000,000 with respect to any Third-Party Claim for which such Party has indemnified the other Party pursuant to Section 3.2 or Section 3.3, as applicable, it shall notify the other Party of the existence and amount of such risk accrual (i.e., when the accrual is recorded in the financial statements as an accrual for a potential liability), subject to the Parties entering into an appropriate agreement with respect to the confidentiality and/or privilege thereof.

(f) Unless otherwise required by applicable Law, the Parties will treat any indemnity payment made pursuant to this Agreement or any Ancillary Agreement by TFMC to TEN, or vice versa, in the same manner as if such payment were a non-taxable distribution or capital contribution, as the case may be, made immediately prior to the Distribution, except to the extent that TFMC and TEN treat a payment as the settlement of an Intercompany liability; provided, however, that any such payment that is made or received by a Person other than TFMC or TEN, as the case may be, shall be treated as if made or received by the payor or the recipient as agent for TFMC or TEN, in each case as appropriate.

(g) THE RELEASES AND INDEMNIFICATION OBLIGATIONS OF THE PARTIES IN THIS AGREEMENT ARE EXPRESSLY INTENDED, AND SHALL OPERATE AND BE CONSTRUED, TO APPLY EVEN WHERE THE LIABILITIES FOR WHICH THE RELEASE AND/OR INDEMNITY ARE GIVEN ARE CAUSED, IN WHOLE OR IN PART, BY THE SOLE, JOINT, JOINT AND SEVERAL, CONCURRENT, CONTRIBUTORY, ACTIVE OR PASSIVE NEGLIGENCE OR THE STRICT LIABILITY OR FAULT OF THE PARTY BEING RELEASED OR INDEMNIFIED.

3.7 Survival of Indemnities. The rights and obligations of each of TFMC and TEN and their respective Indemnitees under this Article III shall remain operative and in full force and effect indefinitely and shall survive (a) the sale or other transfer by any Party of any Assets or businesses or the assignment by it of any Liabilities, and (b) any merger, consolidation, business combination, sale of all or substantially all of the Assets, restructuring, recapitalization, reorganization or similar transaction involving either Party or any of its respective Subsidiaries.

3.8 Right of Contribution.

(a) Contribution. If any right of indemnification contained in this Article III is held unenforceable or is unavailable for any reason, or is insufficient to hold harmless an Indemnitee in respect of any Liability for which such Indemnitee is entitled to indemnification hereunder, then the Indemnifying Party shall contribute to the amounts (including any costs, expenses, attorneys' fees, disbursements and expenses of counsel, expert and consulting fees and costs related thereto or to the investigation or defense thereof) paid or payable by the Indemnitees as a result of such Liability (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and the members of its Group, on the one hand, and the Indemnitees entitled to contribution, on the other hand, as well as any other relevant equitable considerations.

(b) Allocation of Relative Fault. Solely for purposes of determining relative fault pursuant to this Section 3.8 in circumstances in which the indemnification is unavailable because of a fault associated with the business conducted by TFMC, TEN or a member of their respective Group, (i) any fault associated with the business conducted with the TFMC Assets or TFMC Liabilities (except for the gross negligence or intentional misconduct of TEN or a member of the TEN Group) or with the ownership, operation or activities of the TFMC Business shall be deemed to be the fault of TFMC and the members of the TFMC Group, and no such fault shall be deemed to be the fault of TEN or a member of the TEN Group; and (ii) any fault associated with the business conducted with the TEN Assets or the TEN Liabilities (except for the gross negligence or intentional misconduct of TFMC or the members of the TFMC Group) or with the ownership, operation or activities of the TEN Business shall be deemed to be the fault of TEN and the members of the TEN Group, and no such fault shall be deemed to be the fault of TFMC or the members of the TFMC Group.

(c) Contribution Procedures. The provisions of Sections 3.5 and 3.6 shall govern any contribution claims.

3.9 Covenant Not to Sue (Liabilities and Indemnity). Each Party hereby covenants and agrees that none of it, the members of such Party's Group or any Person claiming through it shall bring suit or otherwise assert any claim against any Indemnitee, or assert a defense against any claim asserted by any Indemnitee, before any court, arbitrator, mediator or administrative agency anywhere in the world, alleging that: (a) the assumption of any TEN Liabilities by TEN or a member of the TEN Group on the terms and conditions set forth in this Agreement and the Ancillary Agreements is void or unenforceable for any reason; (b) the assumption of any TFMC Liabilities by TFMC or a member of the TFMC Group on the terms and conditions set forth in this Agreement and the Ancillary Agreements is void or unenforceable for any reason; or (c) the provisions of this Article III are void or unenforceable for any reason.

3.10 No Impact on Third Parties. For the avoidance of doubt, except as expressly set forth in this Agreement, the indemnifications provided for in this Article III are made only for purposes of allocating responsibility for Liabilities between the TFMC Group, on the one hand, and the TEN Group, on the other hand, and are not intended to, and shall not, affect any obligations to, or give rise to any rights of, any third parties.

3.11 No Cross-Claims or Third-Party Claims. Each of TFMC and TEN agrees that it shall not, and shall not permit the members of its respective Group to, in connection with any Third-Party Claim, assert as a counterclaim or third-party claim against any member of the TFMC Group or TEN Group, respectively, any claim (whether sounding in contract, tort or otherwise) that arises out of or relates to this Agreement, any breach or alleged breach hereof, the transactions contemplated hereby (including all actions taken in furtherance of the transactions contemplated hereby on or prior to the date hereof), or the construction, interpretation, enforceability or validity hereof, which in each such case shall be asserted only as contemplated by Article VI.

3.12 Severability. If any indemnification provided for in this Article III is determined by the sole arbitrator or arbitral tribunal (as the case may be) to be invalid, void or unenforceable, the liability shall be apportioned between the Indemnitee and the Indemnifying Party as determined in a separate proceeding in accordance with Article VI.

3.13 Exclusivity. Except as otherwise provided in Section 8.13, the sole and exclusive remedy for any and all claims, Liabilities or other matters based upon, relating to or arising from this Agreement or any Ancillary Agreement or the transactions contemplated hereby or thereby shall be the rights of indemnification set forth in this Article III, and no Person shall have any other entitlement, remedy or recourse, whether in contract, tort, strict liability, equitable remedy or otherwise, it being agreed that all of such other remedies, entitlements and recourse are expressly waived and released by the Parties to the fullest extent permitted by Law. This Section 3.13 shall not operate to interfere with or impede the operation of the covenants contained in this Agreement or any Ancillary Agreement, with respect to a Party's right to seek equitable remedies (including specific performance or injunctive relief).

3.14 Cooperation in Defense and Settlement.

(a) With respect to any Third-Party Claim that implicates both Parties in a material fashion due to the allocation of Liabilities, responsibilities for management of defense and related indemnities pursuant to this Agreement or any of the Ancillary Agreements, the Parties agree to use commercially reasonable efforts to cooperate fully and maintain a joint defense (in a manner that will preserve for the Parties the attorney-client privilege, joint defense or other privilege with respect thereto).

(b) To the extent there are documents, other materials, access to employees or witnesses related to or from a Party that is not responsible for the defense or Liability of a particular Action, such Party shall provide to the other Party (at such other Party's cost and expense) reasonable access to documents, other materials, employees, and shall permit employees, officers and directors to cooperate as witnesses in the defense of such Action.

(c) Each of TFMC and TEN agrees that at all times from and after the Effective Time, if an Action currently exists or is commenced by a Third Party with respect to which a Party (or the members of its Group) is a named defendant, but the defense of such Action and any recovery in such Action is otherwise not a Liability allocated under this Agreement or any Ancillary Agreement to that Party, then the other Party shall use commercially reasonable efforts to cause the named but not liable defendant to be removed from such Action and such defendants shall not be required to make any payments or contributions therewith. In the case of any such Action, (i) if there is a conflict of interest that under applicable rules of professional conduct would preclude legal counsel for one Party or one of its Subsidiaries representing another Party or one of its Subsidiaries or (ii) if any Third-Party Claim seeks equitable relief that would restrict or limit the future conduct of the non-responsible Party or one of its Subsidiaries or the business or operations of such non-responsible Party or one of its Subsidiaries, then the non-responsible Party shall be entitled to retain, at its expense, separate legal counsel to represent its interest and to participate in the defense, compromise, or settlement of that portion of the Third-Party Claim against that Party or one of its Subsidiaries. Notwithstanding any other provision of this Agreement, TEN agrees to, and shall cause the members of the TEN Group to, take the actions set forth on Schedule 3.14(c).

(d) TEN agrees (i) that the DPA, including any obligations thereunder, is applicable in full force to TEN and (ii) that pursuant to Section 19 of the DPA, the Fraud Section's (as such term is defined in the DPA) and the Office's (as such term is defined in the DPA) ability to breach under the DPA is applicable in full force to TEN.

(e) TEN agrees that it shall, or shall cause the applicable member of the TEN Group to, timely pay any amounts due pursuant to those certain Leniency Agreements with the Controladoria Geral Da União (CGU), A Advocacia-Geral Da União (AGU) and Ministério Público Federal in Brazil.

### 3.15 Insurance Matters.

(a) Except as otherwise expressly provided in this Section 3.15, the Parties acknowledge and agree that from and after the Effective Time, TEN, and each other member of the TEN Group, shall cease to be an insured, and shall not have access to or any rights under, any insurance policies or self-insured programs or related policies or agreements of TFMC and each other member of the TFMC Group, regardless of whether such policies were applicable to the TEN Group prior to the Effective Time. Notwithstanding the foregoing, with respect to events or circumstances relating to the TEN Group that occurred or existed prior to the Effective Time that are covered by third party "occurrence-based" liability insurance policies of the TFMC Group (but excluding any self-insured, captive insurance or similar program) under which TEN and each other member of the TEN Group were insured on or prior to the Effective Time (the "Shared Policies"), TEN shall have the right (to the extent, if at all, permitted under such policies) to make claims, in each case, subject to the terms and conditions thereof; provided that TEN shall bear, and neither TFMC nor any other member of the TFMC Group, shall have any obligation to repay or reimburse TEN for, the amount of any deductibles, self-insured retentions and other out-of-pocket expenses incurred in connection with such claims under such occurrence-based policies. TFMC agrees, at TEN's request, to reasonably cooperate with TEN in the pursuit of such claims under the Shared Policies, in each case, at TEN's sole cost and expense.

(b) After the Effective Time, TEN will acquire its own insurance policies covering the TEN Group and each of their respective directors, officers and employees.

(c) The provisions of this Agreement are not intended to and shall not relieve any insurer of any Liability under any policy.

(d) No member of the TFMC Group or any TFMC Indemnitee will have any Liability whatsoever as a result of or in relation to the insurance policies, including the Shared Policies, as in effect at any time before or after the Effective Time, including as a result of (i) the level or scope of any insurance, (ii) the creditworthiness of any insurance carrier, (iii) the terms and conditions of any policy, (iv) the adequacy or timeliness of any notice to any insurance carrier with respect to any claim or potential claim; (v) the administration, pursuit, or collection with respect to any claim; or (vi) the unavailability or denial of coverage for any other reason.



(e) TFMC and the members of the TFMC Group, as applicable, will continue to own all insurance policies, insurance contracts, and other related insurance agreements of TFMC and members of the TFMC Group which are or were in effect at any time prior to the Effective Time, including the Shared Policies. TFMC shall have the right, at its sole discretion and without liability to the TEN Group, to amend, terminate, buy-out, release, exhaust, extinguish liability, or otherwise modify any Shared Policies.

(f) This Agreement shall not be considered as an attempted assignment of any policy of insurance or as a contract of insurance and shall not be construed to waive any right or remedy of any members of the TFMC Group in respect of any insurance policy or any other contract or policy of insurance.

(g) To the extent that any insurance policy provides for the reinstatement of policy limits, and both TFMC and TEN desire to reinstate such limits, the cost of reinstatement will be shared by TFMC and TEN as the Parties may agree. If either Party, in its sole discretion, determines that such reinstatement would not be beneficial, that Party shall not contribute to the cost of reinstatement.

(h) For purposes of this Agreement, "Covered Matter" shall mean any matter with respect to which any TEN Indemnitee is entitled to pursue coverage under any Shared Policy pursuant to Section 3.15(a). If TEN receives notice or otherwise learns of any Covered Matter, TEN shall promptly give TFMC written notice thereof. Any such notice shall describe the Covered Matter in reasonable detail. With respect to each Covered Matter and any Joint Claim, TEN shall have sole responsibility for reporting the claim to the insurance carrier and will provide a copy of such report to TFMC.

(i) Each of TEN and TFMC will share such information as is reasonably necessary in order to permit the other Party to manage and conduct its insurance matters in an orderly fashion and provide the other Party with any assistance that is reasonably necessary or beneficial in connection with such Party's insurance matters.

(j) The Parties acknowledge that the terms and conditions of the policies re-insured by the Insurance Vehicle provide that upon the occurrence of the Effective Time, a five (5) year extended reporting period for TFMC and TEN will commence. From and after the Effective Time, both the members of the TFMC Group and the members of TEN Group may make claims to the Insurance Vehicle that shall be evaluated and paid in good faith in accordance with the terms and conditions of the policies re-insured by the Insurance Vehicle at the Effective Time. If payments by the Insurance Vehicle in any policy period exceed Euro 25,000,000 then the additional layers of excess coverage will drop down. From and after the Effective Time, (i) TEN shall cause the accounts of the Insurance Vehicle to remain actuarially sound and, if necessary, shall make period contributions to the Insurance Vehicle in connection therewith and (ii) TFMC shall have no obligations with respect to the Insurance Vehicle, including no obligation to make contributions to the Insurance Vehicle.

(a) On or prior to the Effective Time or as soon as practicable thereafter, TFMC shall (with the reasonable cooperation of the applicable members of the TFMC Group) use its commercially reasonable efforts to have any members of the TEN Group removed as guarantor of or obligor for any TFMC Liability. On or prior to the Effective Time or as soon as practicable thereafter, TEN shall (with the reasonable cooperation of the applicable members of the TEN Group) use its commercially reasonable efforts to have any members of the TFMC Group removed as guarantor of or obligor for any TEN Liabilities.

(b) On or prior to the Effective Time or as soon as practicable thereafter, (i) to the extent required to obtain a release from a guarantee, letter of credit or other obligation of any member of the TEN Group with respect to TFMC Liabilities, TFMC shall execute a substitute document in the form of any such existing guarantee or letter of credit, as applicable, or such other form as is agreed to by the relevant parties to such guarantee agreement, letter of credit or other obligation, except to the extent that such existing guarantee contains representations, covenants or other terms or provisions either (A) with which TFMC would be reasonably unable to comply or (B) which would be reasonably expected to be breached and (ii) to the extent required to obtain a release from a guarantee, letter of credit or other obligation of any member of the TFMC Group with respect to TEN Liabilities, TEN shall execute a substitute document in the form of any such existing guarantee or letter of credit, as applicable, or such other form as is agreed to by the relevant parties to such guarantee agreement, letter of credit or other obligation, except to the extent that such existing guarantee contains representations, covenants or other terms or provisions either (A) with which TEN would be reasonably unable to comply or (B) which would be reasonably expected to be breached.

(c) If the Parties are unable to obtain, or to cause to be obtained, any such required removal as set forth in clauses (a) and (b) of this Section 3.16, (i) with respect to TFMC Liabilities, (A) TFMC shall, and shall cause the other members of the TFMC Group to, indemnify, defend and hold harmless each of the TEN Indemnitees from and against any Liability arising from or relating to such guarantee, letter of credit or other obligation, as applicable, and shall, as agent or subcontractor for the applicable TEN Group guarantor or obligor, pay, perform and discharge fully all of the obligations or other Liabilities of such guarantor or obligor thereunder, and (B) TFMC shall not, and shall cause the other members of the TFMC Group not to, agree to renew or extend the term of, increase any obligations under, or transfer to a third Person, any loan, guarantee, letter of credit, lease, contract or other obligation for which a member of the TEN Group is or may be liable unless all obligations of the members of the TEN Group with respect thereto are thereupon terminated by documentation satisfactory in form and substance to TEN in its sole and absolute discretion and (ii) with respect to TEN Liabilities, (A) TEN shall, and shall cause the other members of the TEN Group to, indemnify, defend and hold harmless each of the TFMC Indemnitees for any Liability arising from or relating to such guarantee, letter of credit or other obligation, as applicable, and shall, as agent or subcontractor for the applicable TFMC Group guarantor or obligor, pay, perform and discharge fully all of the obligations or other Liabilities of such guarantor or obligor thereunder, and (B) TEN shall not, and shall cause the other members of the TEN Group not to, agree to renew or extend the term of, increase any obligations under, or transfer to a third Person, any loan, guarantee, letter of credit, lease, contract or other obligation for which a member of the TFMC Group is or may be liable unless all obligations of the members of the TFMC Group with respect thereto are thereupon terminated by documentation satisfactory in form and substance to TFMC in its sole and absolute discretion.

**ARTICLE IV.  
EXCHANGE OF INFORMATION; CONFIDENTIALITY**

4.1 Agreement for Exchange of Information. Except as otherwise provided in any Ancillary Agreement, each of TFMC and TEN, on behalf of itself and the members of its respective Group, shall use commercially reasonable efforts to provide or make available, or cause to be provided or made available, to the other Party, at any time before or after the Effective Time, as soon as reasonably practicable after written request therefor, any Information (or a copy thereof) in the possession or under the control of either Party or any of the members of its Group to the extent that: (i) such Information relates to the TEN Business or any TEN Asset or TEN Liability, if TEN is the requesting party, or to the TFMC Business or any TFMC Asset or TFMC Liability, if TFMC is the requesting party; (ii) such Information is required by the requesting party to comply with its obligations under this Agreement or any Ancillary Agreement; or (iii) such Information is required by the requesting party to comply with any obligation imposed by any Governmental Entity; provided, however, that, in the event that the Party to whom the request has been made determines that any such provision of Information could be commercially detrimental, violate any Law or agreement or waive any attorney-client privilege, then the Parties shall use commercially reasonable efforts to permit compliance with such obligations to the extent and in a manner that avoids any such harm or consequence. The Party providing Information pursuant to this Section 4.1 shall only be obligated to provide such Information in the form, condition and format in which it then exists and in no event shall such Party be required to perform any improvement, modification, conversion, updating or reformatting of any such Information, and nothing in this Section 4.1 shall expand the obligations of the Parties under Section 4.4.

4.2 Ownership of Information. Any Information owned by one Group that is provided to a requesting Party pursuant to Section 4.1 or 4.7 shall remain the property of the providing Party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such Information.

4.3 Compensation for Providing Information. The Party requesting Information agrees to reimburse the other Party for the reasonable out-of-pocket costs, if any, of gathering, copying, transporting and otherwise complying with the request with respect to such Information (including any costs and expenses incurred in any review of Information for purposes of protecting the privileged Information of the providing Party or in connection with the restoration of backup media for purposes of providing the requested Information). Except as may be otherwise specifically provided elsewhere in this Agreement, any Ancillary Agreement or any other agreement between the Parties, such costs shall reflect the providing Party's actual costs and expenses.

4.4 Record Retention.

(a) The Parties agree and acknowledge that following the Effective Time, it is likely that each Party will have some of the Tangible Information of the other Party stored at its facilities or at Third Party records storage locations arranged for by such Party (each, a “Records Facility”) and the cost of any Third Party Records Facility where Tangible Information belonging to both members of the TFMC Group, on the one hand, and members of the TEN Group, on the other hand, is stored shall be split equitably between the TFMC Group and the TEN Group.

(b) For a period of ten (10) years following the Effective Time, each Party shall use the same degree of care (but no less than a reasonable degree of care) as it takes to preserve confidentiality for its own similar Information: (i) to maintain the Stored Records at its Record Facility in accordance with its regular records retention policies and procedures and the terms of this Section 4.4; and (ii) to comply with the requirements of any “litigation hold” that relates to Stored Records at its Record Facility that relates to (x) any Action that is pending as of the Effective Time or (y) any Action that arises or becomes threatened or reasonably anticipated after the Effective Time as to which the Party storing such Stored Records has received a written notice of the applicable “litigation hold” from the other Party; provided, that such other Party shall be obligated to provide the Party storing such Stored Records with timely notice of the termination of such “litigation hold.”

4.5 Limitations of Liability. No Party shall have any liability to any other Party relating to or arising out of (a) any Information exchanged or provided pursuant to Section 4.1 that is found to be inaccurate in the absence of willful misconduct by the Party providing such Information or (b) the destruction of any Information after commercially reasonable efforts by such Party to comply with the provisions of Section 4.4.

4.6 Other Agreements Providing for Exchange of Information.

(a) The rights and obligations granted under this Article IV are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange, retention or confidential treatment of Information set forth herein or any Ancillary Agreement.

(b) Either Party that receives, pursuant to a request for Information in accordance with this Article IV, Tangible Information that is not relevant to its request shall (i) return it to the providing Party or, at the providing Party’s request, destroy such Tangible Information and (ii) deliver to the providing Party a certificate certifying that such Tangible Information was returned or destroyed, as the case may be, which certificate shall be signed by an authorized Representative of the requesting Party.

(c) When any Tangible Information provided by one Party to the other Party (other than Tangible Information provided pursuant to Section 4.4) is no longer needed for the purposes contemplated by this Agreement or any Ancillary Agreement or is no longer required to be retained by applicable Law, the receiving Party shall promptly, after request of the other Party, either return to the other Party all Tangible Information in the form in which it was originally provided (including all copies thereof and all notes, extracts or summaries based thereon) or, if the providing Party has requested that the other Party destroy such Tangible Information, certify to the other Party that it has destroyed such Tangible Information (and such copies thereof and such notes, extracts or summaries based thereon); provided, that this obligation to return or destroy such Tangible Information shall not apply to any Tangible Information solely related to the receiving Party’s business, Assets, Liabilities, operations or activities.

4.7 Auditors and Audits.

(a) Until the first TEN fiscal year end occurring after the Effective Time and for a reasonable period of time afterwards as required for each Party to prepare consolidated financial statements or complete a financial statement audit for the fiscal year during which the Distribution Date occurs, each Party shall provide or provide access to the other Party on a timely basis, all information reasonably required to meet its schedule for the preparation, printing, filing, and public dissemination of its annual financial statements and for management's assessment of the effectiveness of its disclosure controls and procedures and its internal control over financial reporting in accordance with, as applicable, Items 307 and 308, respectively, of Regulation S-K promulgated by the SEC and, to the extent applicable to such Party, its auditor's audit of its internal control over financial reporting and management's assessment thereof in accordance with Section 404 of the Sarbanes-Oxley Act of 2002 and the SEC's and Public Company Accounting Oversight Board's rules and auditing standards thereunder.

(b) Until the first TEN fiscal year end occurring after the Effective Time and for a reasonable period of time afterwards as required for each Party to prepare consolidated financial statements or complete a financial statement audit for the fiscal year during which the Distribution Date occurs, each Party shall provide or provide access to the other Party on a timely basis, all information reasonably required to meet its schedule for the preparation, printing, filing, and public dissemination of its annual financial statements and for management's assessment of the effectiveness of its risk management and control system in accordance with International Financial Reporting Standards as applied in the European Union and Article 2:362(9) of the Dutch Civil Code and Article 5:25c of the Financial Markets Supervision Act and, to the extent applicable to such Party, its auditor's audit of TEN's consolidated financial statements in accordance with International Financial Reporting Standards as applied in the European Union, Title 9 of Book 2 of the Dutch Civil Code and rules and auditing standards thereunder.

(c) In the event a Party restates any of its financial statements that include such Party's audited or unaudited financial statements with respect to any balance sheet date or period of operation as of the end of and for the 2021 fiscal year and the four (4) year period ending December 31, 2021, such Party will deliver to the other Party a substantially final draft, as soon as the same is prepared, of any report to be filed by such first Party with the AFM, the AMF or the SEC that includes such restated audited or unaudited financial statements (the "Amended Financial Report"); provided, however, that such first Party may continue to revise its Amended Financial Report prior to its filing thereof with the AFM, the AMF or the SEC, which changes will be delivered to the other Party as soon as reasonably practicable; provided, further, however, that such first Party's financial personnel will actively consult with the other Party's financial personnel regarding any changes which such first Party may consider making to its Amended Financial Report and related disclosures prior to the anticipated filing of such report with the AFM, the AMF or the SEC, with particular focus on any changes which would have an effect upon the other Party's financial statements or related disclosures. Each Party will reasonably cooperate with, and permit and make any necessary employees available to, the other Party, in connection with the other Party's preparation of any Amended Financial Reports.

4.8 Privileged Matters.

(a) The Parties recognize that legal and other professional services that have been and shall be provided prior to the Effective Time have been and shall be rendered for the collective benefit of each of the members of the TFMC Group and the TEN Group, and that each of the members of the TFMC Group and the TEN Group should be deemed to be the client with respect to such services for the purposes of asserting all privileges and immunities that may be asserted under applicable Law in connection therewith. The Parties recognize that legal and other professional services will be provided after the Effective Time, which services will be rendered solely for the benefit of the TFMC Group or the TEN Group, as the case may be.

(b) The Parties agree as follows:

(i) TFMC shall be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information, other than such Privileged Information that relates solely to the TEN Business or TEN Liabilities, whether or not the Privileged Information is in the possession or under the control of a member of the TFMC Group or the TEN Group, and TEN Group agrees not to disclose any such Privileged Information to any Third Party;

(ii) TEN shall be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to the TEN Business, whether or not the Privileged Information is in the possession or under the control of a member of the TFMC Group or the TEN Group; TEN shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to any TEN Liabilities resulting from any Actions that are now pending or may be asserted in the future, whether or not the Privileged Information is in the possession or under the control of a member of the TFMC Group or the TEN Group; and

(iii) If the Parties do not agree as to whether certain information is Privileged Information, then such information shall be treated as Privileged Information, and the Party that believes that such information is Privileged Information shall be entitled to control the assertion or waiver of all privileges and immunities in connection with any such information until such time as it is finally judicially determined that such information is not Privileged Information or unless the Parties otherwise agree. The Parties shall use the procedures set forth in Article VI to resolve any Disputes as to whether any information relates solely to the TFMC Business, solely to the TEN Business, or to both the TFMC Business and the TEN Business.

(c) Subject to Sections 4.8(d) and 4.8(e), the Parties agree that they shall have a shared privilege or immunity with respect to all privileges not allocated pursuant to Section 4.8(b) and all privileges and immunities relating to any Actions or other matters that involve both Parties (or one or more members of their respective Group) and in respect of which both Parties have Liabilities under this Agreement, and that no such shared privilege or immunity may be waived by either Party without the written consent of the other Party.

(d) If any dispute arises between the Parties, or any member of their respective Group, regarding whether a privilege or immunity should be waived to protect or advance the interests of either Party and/or any member of their respective Group, each Party agrees that it shall: (i) negotiate with the other Party in good faith, (ii) endeavor to minimize any prejudice to the rights of the other Party and (iii) not unreasonably withhold consent to any request for waiver by the other Party. Further, each Party specifically agrees that it shall not withhold its consent to the waiver of a privilege or immunity for any purpose except to protect its own legitimate interests.

(e) Upon receipt by any member of the TEN Group of any subpoena, discovery or other request that may reasonably be expected to result in the production or disclosure of Information subject to a shared privilege or immunity or as to which TFMC or any of its Subsidiaries has the sole right hereunder to assert a privilege or immunity, or if TEN obtains knowledge that any of its, or any member of the TEN Group's, current or former directors, officers, agents or employees have received any subpoena, discovery or other requests that may reasonably be expected to result in the production or disclosure of such Privileged Information, TEN shall promptly provide written notice to TFMC of the existence of the request (which notice shall be delivered to TFMC no later than five (5) Business Days following the receipt of any such subpoena, discovery or other request) and shall provide TFMC a reasonable opportunity to review the Information and to assert any rights it or they may have, including under this Section 4.8 or otherwise, to prevent the production or disclosure of such Privileged Information.

(f) Upon receipt by any member of the TFMC Group of any subpoena, discovery or other request that may reasonably be expected to result in the production or disclosure of Information subject to a shared privilege or immunity or as to which TEN or any member of the TEN Group has the sole right hereunder to assert a privilege or immunity, or if TFMC obtains knowledge that any of its, or any member of the TFMC Group's, current or former directors, officers, agents or employees have received any subpoena, discovery or other requests that may reasonably be expected to result in the production or disclosure of such Privileged Information, TFMC shall promptly provide written notice to TEN of the existence of the request (which notice shall be delivered to TEN no later than five (5) Business Days following the receipt of any such subpoena, discovery or other request) and shall provide TEN a reasonable opportunity to review the Information and to assert any rights it or they may have, including under this Section 4.8 or otherwise, to prevent the production or disclosure of such Privileged Information.

(g) Any furnishing of, or access to, Information pursuant to this Agreement and the transfer of the Assets and retention of the TEN Assets by TEN are made and done in reliance on the agreement of the Parties set forth in this Section 4.8 and in Section 4.9 to maintain the confidentiality of Privileged Information and to assert and maintain all applicable privileges and immunities. The Parties agree that their respective rights to any access to information, witnesses and other Persons, the furnishing of notices and documents and other cooperative efforts between the Parties contemplated by this Agreement, and the transfer of Privileged Information between the Parties and members of their respective Group pursuant to this Agreement, shall not be deemed a waiver of any privilege that has been or may be asserted under this Agreement or otherwise. The Parties further agree that: (i) the exchange or retention by one Party to the other Party of any Privileged Information that should not have been transferred or retained, as the case may be, pursuant to the terms of this Article IV shall not be deemed to constitute a waiver of any privilege or immunity that has been or may be asserted under this Agreement or otherwise with respect to such Privileged Information; and (ii) the Party receiving or retaining such Privileged Information shall promptly return or transfer, as the case may be, such Privileged Information to the Party who has the right to assert the privilege or immunity.

(h) In furtherance of, and without limitation to, the Parties' agreement under this Section 4.8, TFMC and TEN shall, and shall cause their applicable Subsidiaries to, use reasonable efforts to maintain their respective separate and joint privileges and immunities, including by executing joint defense and/or common interest agreements where necessary or useful for this purpose.

#### 4.9 Confidentiality.

(a) Confidentiality. From and after the Effective Time, subject to Section 4.10 and except as contemplated by or otherwise provided in this Agreement or any Ancillary Agreement, TFMC, on behalf of itself and each of its Subsidiaries, and TEN, on behalf of itself and each of its Subsidiaries, agrees to hold, and to cause its respective Representatives to hold, in strict confidence, with at least the same degree of care that applies to TFMC's confidential and proprietary information pursuant to policies in effect as of the Effective Time, all confidential or proprietary Information concerning the other Party (or its business) and the other Party's Subsidiaries (or their respective businesses) that is either in its possession (including confidential or proprietary Information in its possession prior to the Effective Time) or furnished by the other Party or the other Party's Subsidiaries or their respective Representatives at any time pursuant to this Agreement or any Ancillary Agreement, and shall not use any such confidential or proprietary Information other than for such purposes as may be expressly permitted hereunder or thereunder, except, in each case, to the extent that such confidential or proprietary Information has been: (i) in the public domain or generally available to the public, other than as a result of a disclosure by such Party or any of its Subsidiaries or any of their respective Representatives in violation of this Agreement, (ii) later lawfully acquired from other sources by such Party or any of its Subsidiaries, which sources are not themselves bound by a confidentiality obligation or other contractual, legal or fiduciary obligation of confidentiality with respect to such confidential or proprietary Information or (iii) independently developed or generated without reference to or use of the respective proprietary or confidential Information of the other Party or any of its Subsidiaries. The foregoing restrictions shall not apply in connection with the enforcement of any right or remedy relating to this Agreement or the Ancillary Agreements or the transactions contemplated hereby or thereby. If any confidential or proprietary Information of one Party or any of its Subsidiaries is disclosed to another Party or any of its Subsidiaries in connection with providing services to such first Party or any of its Subsidiaries under this Agreement or any Ancillary Agreement, then such disclosed confidential or proprietary Information shall be used only as required to perform such services.



(b) No Release; Return or Destruction. Each Party agrees not to release or disclose, or permit to be released or disclosed, any confidential or proprietary Information of the other Party addressed in Section 4.9(a) to any other Person, except its Representatives who need to know such Information in their capacities as such (who shall be advised of their obligations hereunder with respect to such Information), and except in compliance with Section 4.10. Without limiting the foregoing, when any Information furnished by the other Party after the Effective Time pursuant to this Agreement or any Ancillary Agreement is no longer needed for the purposes contemplated by this Agreement or any Ancillary Agreement, each Party shall, at its option, promptly after receiving a written notice from the disclosing Party, either return to the disclosing Party all such Information in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or certify to the disclosing Party that it has destroyed such Information (and such copies thereof and such notes, extracts or summaries based thereon); provided, however, that a Party shall not be required to destroy or return any such Information to the extent that (i) the Party is required to retain the Information in order to comply with any applicable Law, (ii) the Information has been backed up electronically pursuant to the Party's standard document retention policies and will be managed and ultimately destroyed consistent with such policies or (iii) it is kept in the Party's legal files for purposes of resolving any dispute that may arise under this Agreement or any Ancillary Agreement.

(c) Third-Party Information; Privacy or Data Protection Laws. Each Party acknowledges that it and its respective Subsidiaries may presently have and, after the Effective Time, may gain access to or possession of confidential or proprietary Information of, or personal Information relating to, Third Parties: (i) that was received under confidentiality or non-disclosure agreements entered into between such Third Parties, on the one hand, and the other Party or the other Party's Subsidiaries, on the other hand, prior to the Effective Time or (ii) that, as between the two parties, was originally collected by the other Party or the other Party's Subsidiaries and that may be subject to and protected by privacy, data protection or other applicable Laws. Each Party agrees that it shall hold, protect and use, and shall cause its Subsidiaries and its and their respective Representatives to hold, protect and use, in strict confidence the confidential and proprietary Information of, or personal Information relating to, Third Parties in accordance with privacy, data protection or other applicable Laws and the terms of any agreements that were either entered into before the Effective Time or affirmative commitments or representations that were made before the Effective Time by, between or among the other Party or the other Party's Subsidiaries, on the one hand, and such Third Parties, on the other hand.

4.10 **Protective Arrangements.** In the event that either Party or any of its Subsidiaries is requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) by any Governmental Entity or pursuant to applicable Law or the rules of any stock exchange on which the shares of the Party or any member of its Group are traded to disclose or provide any confidential or proprietary Information of the other Party (other than with respect to any such Information furnished pursuant to the provisions of Section 4.1 or 4.7, as applicable) that is subject to the confidentiality provisions hereof, such Party shall provide the other Party with written notice of such request or demand (to the extent legally permitted) as promptly as practicable under the circumstances so that such other Party shall have an opportunity to seek an appropriate protective order, at such other Party's own cost and expense. In the event that such other Party fails to receive such appropriate protective order in a timely manner and the Party receiving the request or demand reasonably determines that its failure to disclose or provide such Information shall actually prejudice the Party receiving the request or demand, then the Party that received such request or demand may thereafter disclose or provide Information to the extent required by such Law (as so advised by its counsel) or by lawful process or such Governmental Entity, and the disclosing Party shall promptly provide the other Party with a copy of the information so disclosed, in the same form and format so disclosed, together with a list of all Persons to whom such information was disclosed, in each case to the extent legally permitted. Without limiting the foregoing, in the event that either Party or any of its Subsidiaries receives an oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process relating to the DPA or otherwise provides information regarding, or in connection with, the DPA to any Governmental Entity, such Party will provide a copy of the proposed response to such request or communication to the other Party at least five (5) days in advance of such response and both Parties agree to reasonably cooperate in the drafting of such response or communication. To the extent either Party independently discovers a matter that would potentially result in liability under the DPA for the other Party, such Party shall provide prompt notice of the discovery within five (5) days of such discovery, with such notice including the relevant underlying facts of the applicable matter. The Party receiving such notice will have an additional five (5) days following receipt of such notice to self-report such matter to the DOJ before the other Party contacts the DOJ to report such matter.

**ARTICLE V.**  
**FURTHER ASSURANCES AND ADDITIONAL COVENANTS**

5.1 **Further Assurances.**

(a) In addition to the actions specifically provided for elsewhere in this Agreement, each of the Parties hereto shall use its commercially reasonable efforts, prior to, on and after the Effective Time, to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable on its part under applicable Laws, regulations and agreements, to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Without limiting the foregoing, prior to, on and after the Effective Time, each Party hereto shall cooperate with each other Party hereto, and without any further consideration, but at the expense of the requesting Party, to execute and deliver, or use its commercially reasonable efforts to cause to be executed and delivered, all instruments, including instruments of conveyance, assignment and transfer, and to make all filings with, and to obtain or make any Approvals or Notifications of, any Governmental Entity or any other Person under any permit, license, agreement, indenture or other instrument (including any Third Party consents or Governmental Approvals), and to take all such other actions as such Party may reasonably be requested to take by any other Party hereto from time to time, consistent with the terms of this Agreement and the Ancillary Agreements, in order to effectuate the provisions and purposes of this Agreement and the Ancillary Agreements and the transfers of the TEN Assets and the assignment and assumption of the TEN Liabilities and the other transactions contemplated hereby and thereby. Without limiting the foregoing, each Party shall, at the reasonable request, cost and expense of any other Party, take such other actions as may be reasonably necessary to vest in such other Party all of the transferring Party's right, title and interest to the Assets allocated to such Party by this Agreement or any Ancillary Agreement, in each case, if and to the extent it is practicable to do so.

(c) On or prior to the Effective Time, TFMC and TEN in their respective capacities as direct and indirect shareholders of their respective Subsidiaries, shall each ratify any actions that are reasonably necessary or desirable to be taken by any Subsidiary of TFMC or Subsidiary of TEN, as the case may be, to effectuate the transactions contemplated by this Agreement and the Ancillary Agreements.

5.2 Performance. TFMC shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement or in any Ancillary Agreement to be performed by any member of the TFMC Group. TEN shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement or in any Ancillary Agreement to be performed by any member of the TEN Group. Each Party (including its permitted successors and assigns) further agrees that it shall (a) give timely notice of the terms, conditions and continuing obligations contained in this Section 5.2 to all of the other members of its Group, and (b) cause all of the other members of its Group not to take, or omit to take, any action which action or omission would violate or cause such Party to violate this Agreement or any Ancillary Agreement or materially impair such Party's ability to consummate the transactions contemplated hereby or thereby.

5.3 Certain Restrictions and Non-Solicitation Provisions.

(a) As an essential consideration for the obligations of the other Parties under this Agreement and the Ancillary Agreements, and in contemplation of the consummation of the Transactions, each of TFMC and TEN hereby agrees that, from the date hereof until the 5th anniversary of the Distribution Date:

(i) TFMC shall not, and it shall ensure that no member of its Group will, acquire or partner with any Person other than TEN with respect to engineering, procurement or construction activities relating to refining, liquified natural gas (LNG), petrochemicals, fertilizers, offshore fixed platforms, floating platforms or production units, or other floating structures (including, for example, mounting of wind turbines, hydrogen facilities & CO2 facilities etc), terrestrial renewables facilities (including but not limited to biofuels, waste-to-plastic, wind farms, hydrogen facilities, solar) and carbon capture, utilization and storage (CCUS) (the "TFMC Restricted Activities"), provided that, for the avoidance of doubt, nothing shall restrict TFMC or any member of its Group from participating in any manner whatsoever in any submission, proposal, offer or project with a Person other than TEN who is engaged in TFMC Restricted Activities, as long as the scope of the participation of TFMC or the relevant member of its Group in any such submission, proposal, offer or project on a stand-alone basis (i.e., without taking into account the contribution of such other Person) does not include TFMC Restricted Activities; and

(ii) TEN shall not, and it shall ensure that no member of its Group will, acquire or partner with any Person other than TFMC with respect to manufacturing or engineering, procurement, construction and installation activities relating to Surface Technologies, Subsea (any activity below the surface of the water and offshore ancillary equipment) transition and renewable energy (including but not limited to wind, wave, tidal, subsea hydrogen storage and transportation, subsea carbon storage, injection and transportation, subsea field electrification), subsea mining, geothermal, or offshore & Subsea integrated projects (iEPCI) (collectively, the “TEN Restricted Activities”), provided that, for the avoidance of doubt, nothing in this provision shall restrict TEN or any member of its Group from participating in any manner whatsoever in any submission, proposal, offer or project with a Person other than TFMC who is engaged in TEN Restricted Activities, as long as the scope of the participation of TEN or the relevant member of its Group in any such submission, proposal, offer or project on a stand-alone basis (i.e., without taking into account the contribution of such other Person) does not include TEN Restricted Activities. With respect to its Genesis business (or any successor thereof), TEN shall not, and it shall ensure that no members of its Group will, permit such business to acquire or partner with a competitor of TFMC for vendor-based studies or solutions, it being acknowledged and agreed that the continuation of Genesis’ existing agnostic studies business (but not its existing vendor-based studies) shall not be deemed a violation of this provision.

Except as otherwise noted in this [Section 5.3](#), each of the Parties agrees that this Agreement shall not include any noncompetition or other similar restrictive arrangements with respect to the range of business activities that may be conducted, or investments that may be made, by the TFMC Group or the TEN Group.

(b) After the Distribution Date until the second anniversary thereof, TFMC and TEN shall not, and shall cause each other member of their respective Group and any employment agencies acting on their respective behalf not to, solicit, recruit or hire, without the express written consent of an authorized representative of the other Group, any Person who is employed by any member of the other Group at the time of such solicitation, recruitment or hiring. Notwithstanding the foregoing, this prohibition on solicitation, recruitment and hiring does not apply to the solicitation, recruitment or hiring of a Person that a Party has demonstrated is primarily as a result of that Person’s affirmative response to a general recruitment effort carried out through a public solicitation or general solicitation that does not specifically target any Person who was employed by a member of the other Party after the Distribution Date.

(c) It is the intention of each of the Parties that if any of the restrictions or covenants contained in this [Section 5.3](#) is held by a court of competent jurisdiction to cover a geographic area or to be for a length of time that is not permitted by applicable Law, or is in any way construed by a court of competent jurisdiction to be too broad or to any extent invalid, such provision shall not be construed to be null, void and of no effect, but to the extent such provision would be valid or enforceable under applicable Law, a court of competent jurisdiction shall construe and interpret or reform this [Section 5.3](#) to provide for a covenant having the maximum enforceable geographic area, time period and other provisions (not greater than those contained in this [Section 5.3](#)) as shall be valid and enforceable under such Law. Each of TFMC and TEN acknowledges that any breach of the terms, conditions or covenants set forth in this [Section 5.3](#) shall be competitively unfair and may cause irreparable damage to the other Party because of the special, unique, unusual and extraordinary character of the business of TFMC and TEN, respectively, and the recovery of damages at Law will not be an adequate remedy. Accordingly, each of the Parties agrees that for any breach of the terms, covenants or agreements of this [Section 5.3](#), a restraining order or an injunction or both may be issued against the breaching Party, in addition to any other rights or remedies a non-breaching Party may have.

(d) Except as expressly provided herein, or in the Ancillary Agreements, the Parties hereby acknowledge and agree that if any Person that is a member of a Group, including any officer or director thereof, acquires knowledge of a potential transaction or matter that may be a corporate opportunity for either or both Group, the other Group shall not have an interest in, or expectation that such opportunity be offered to it or that it be offered an opportunity to participate therein, and any such expectation with respect to such opportunity, is hereby renounced by such Group. Accordingly, except as expressly provided herein, or in the Ancillary Agreements, neither Group will be under any obligation to present, communicate or offer any such opportunity to the other Group and (ii) each Group has the right to hold any such opportunity for its own account, or to direct, recommend, sell, assign or otherwise transfer such opportunity to any Person or Persons other than the other Group, and, to the fullest extent permitted by Law, neither Group shall have or be under any duty to the other Group and shall not be liable to the other Group for any breach or alleged breach thereof or for any derivation of personal economic gain by reason of the fact that such Group or any of its officers or directors pursues or acquires the opportunity for itself, or directs, recommends, sells, assigns or otherwise transfers the opportunity to another Person, or such Group does not present, offer or communicate information regarding the opportunity to the other Group.

(e) For the purposes of this Section 5.3, "corporate opportunities" of a Group shall include business opportunities that such Group is financially able to undertake, that are, by their nature, in a line of business of such Group, are of practical advantage to it and are ones in which any member of the Group has an interest or a reasonable expectancy, and in which, by embracing the opportunities, the self-interest of a Person or any of its officers or directors will be brought into conflict with that of such Group.

5.4 Mail Forwarding. TFMC agrees that following the Effective Time it shall use its commercially reasonable efforts to forward to TEN any correspondence relating to the TEN Business (or a copy thereof to the extent such correspondence relates to both the TFMC Business and the TEN Business) that is delivered to TFMC and TEN agrees that following the Effective Time it shall use its commercially reasonable efforts to forward to TFMC any correspondence relating to the TFMC Business (or a copy thereof to the extent such correspondence relates to both the TFMC Business and the TEN Business) that is delivered to TEN.

5.5 Non-Disparagement. Each of the Parties shall not, and shall cause their respective Group and their respective officers and employees not to, make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages the other Group or any of their respective officers, directors or employees.

5.6 Order of Precedence. The Parties acknowledge and confirm that, notwithstanding anything to the contrary in the Transfer Documents, (i) to the extent that any provision of the Transfer Documents conflicts with this Agreement, this Agreement shall be deemed to control with respect to the subject matter thereof and (ii) the Transfer Documents shall not be deemed in any way to amend, expand, restrict or otherwise modify such parties' rights and obligations set forth in this Agreement.

5.7 TFMC Specified Marks.

(a) Notwithstanding any inference or prior course of conduct to the contrary and except as provided in this Section 5.7 or in the Trademark Matters Agreement:

(i) TEN acknowledges and agrees that the TFMC Specified Marks are owned solely by the TFMC Group, and that none of the TEN Group shall have any right, title or interest in and to the TFMC Specified Marks; and

(ii) following the Separation, the TEN Group shall not: (A) use any of the TFMC Specified Marks; (B) seek to register any TFMC-Formative Marks, (C) challenge any rights of the TFMC Group in any TFMC-Formative Marks or their rights to register the same; (D) challenge the validity or enforceability of any of the TFMC-Formative Marks; or (E) assist any third party in connection with any of the foregoing.

(b) In furtherance of TEN's obligations in Section 5.7(a) above, as soon as possible following the Separation but not later than 180 days thereafter, the TEN Group shall remove and change signage, change and substitute promotional or advertising material in whatever medium, change stationery and packaging and take all such other steps as may be required or appropriate to cease all use of the TFMC Specified Marks; provided, however, that the TEN Group shall not be in violation of this Section 5.7 by reason of:

(i) the appearance of the TFMC Specified Marks in or on any tools, dies, equipment, engineering/manufacturing drawings, manuals, work sheets, operating procedures, other written materials or other TEN Assets that are used for internal purposes only in connection with the TEN Business; provided that TEN reasonably endeavors to remove such appearances of the TFMC Specified Marks in the ordinary course of the operation of the TEN Business; or

(ii) the appearance of the TFMC Specified Marks in or on any third party's publications, marketing materials, brochures, instruction sheets, equipment or products that were distributed in the ordinary course of business or pursuant to a Contract prior to the Separation, and that generally are in the public domain, or any other similar uses by any such third party over which none of the TEN Group have control; or

(iii) the use by the TEN Group of the TFMC Specified Marks in a non-trademark manner for purposes of notifying customers or the general public of the Separation.

5.8 Transfer of TEN Securities by TFMC.

(a) Prior to the date that is sixty (60) days after the Distribution Date, TFMC shall not, without TEN's prior written consent, Transfer any TEN Securities.

(b) Prior to the occurrence of a TEN Change of Control, TFMC shall not, without TEN's prior written consent, Transfer any TEN Securities to any TEN Competitor provided, however, that this clause (b) shall not limit TFMC from selling TEN Securities on Euronext Paris or any other securities exchange on which TEN Securities become listed as long as TFMC does not know that the counterparty to the transaction is a TEN Competitor; provided further, that in respect of any accelerated book build ("ABB") regarding TEN Securities by TFMC, so long as TFMC has delivered allocation principles to the managers acting on behalf of TFMC in respect of the ABB in accordance with Directive 2014/65/EU of the European Parliament and of the Council of May 15, 2014 that all orders by TEN Competitors should be refused, TFMC shall be deemed to have complied with this clause (b).

(c) Prior to the occurrence of a TEN Change of Control, TFMC shall not, without TEN's prior written consent, knowingly Transfer TEN Securities in one or a series of privately-negotiated trades through an ABB, Fully Marketed Offering (as defined below) or off-market sale (i) to a Person who would, upon the completion of such trade, beneficially own 10% or more of the TEN Securities or (ii) that would trigger a mandatory public tender offer in accordance with both (A) the Decree on Public Offers (*Besluit openbare biedingen Wfi*) and (B) the French Monetary and Financial Code (*Code monétaire et financier*); provided, however that in the event of any conflicting provisions, the Financial Code (*Code monétaire et financier*) shall control.

(d) Prior to the occurrence of a TEN Change of Control, TFMC shall not, without TEN's prior written consent, sell TEN Securities on Euronext Paris or any other securities exchange on which TEN Securities become listed in excess of 25% of the average daily trading volume of the TEN Securities for the five trading days preceding the day on which such sale occurs (it being understood and agreed that this clause (d) shall not apply to Fully Marketing Offerings or ABBs).

(e) Until TFMC beneficially owns less than 5% of the TEN Securities, TEN will reasonably cooperate with TFMC to optimize any offering which entails TEN's involvement in the form of a management road show and/or the preparation of a prospectus or similar offering document (a "Fully Marketed Offering"), including by providing reasonable access to information required for a due diligence investigation, comfort letters, road shows and marketing, drafting a prospectus or similar offering document, any reasonable requests from any relevant underwriters or advisers including for management involvement in the marketing of the Fully Marketed Offering or being a party to an underwriting agreement containing customary provisions including indemnification. The Parties agree to use their commercially reasonable efforts to obtain any regulatory, stock exchange, or other approval required for any Transfer of TEN Securities by TFMC. Any fees and external expenses incurred by book runners, TEN and their advisors as reasonably agreed beforehand by TFMC and specifically incurred in connection with the Fully Marketed Offering will be borne by TFMC, it being understood that if such Fully Marketed Offering also includes the sale of primary TEN Securities by TEN at TEN's request (provided, however, that any such sale of TEN Securities by TEN shall be limited to amounts that will not, in the reasonable opinion of TFMC, interfere with or impede the execution of the Fully Marketed Offering), TFMC and TEN will each pay a share of such fees and external expenses on a pro rata basis.

(f) Until TFMC beneficially owns less than 5% of the TEN Securities, TEN will cooperate with TFMC to optimize any sale of a block of TEN Securities beneficially owned by TFMC, including by providing an opportunity to perform a due diligence investigation by a prospective purchaser. Any fees and external expenses incurred by TEN and its advisors as reasonably agreed beforehand by TFMC and specifically incurred in connection with such a sale of block of TEN Securities beneficially owned by TFMC will be borne by TFMC. This due diligence shall include (i) management interviews, (ii) customary issuer representations and management representation letters, (iii) a review of the minutes of the TEN Board and (iv) a documentary review relating to such other matters as would be customary and appropriate for transactions of this type, in each case subject to appropriate confidentiality arrangements and restrictions.

(g) Until TFMC beneficially owns less than 5% of the TEN Securities, TEN shall (i) produce, publish and maintain the effectiveness of a universal registration document (as defined under the Prospectus Regulation and as set forth in Commission Delegated Regulation (EU) 2019/980 of March 14, 2019 (Commission Delegated Regulation) which can be used, along with a securities note as defined in the Prospectus Regulation and as set forth in the Commission Delegated Regulation, for the purpose of making a public offering of TEN Securities in the European Economic Area; (ii) maintain the listing of the TEN Securities on the regulated market of Euronext Paris; (iii) maintain the eligibility of the TEN Shares for clearing by Euroclear France, Euroclear Bank SA/NV and Clearstream Banking, S.A.; (iv) procure the customary assistance of the depository/custodian of the TEN Securities to assist in the relevant Transfer; (v) maintain the Level I American Depositary Receipt program in respect of the TEN Securities; and (vi) prepare, publish and file in a timely manner all documents and reports required by the *Règlement général* of the AMF, the Financial Markets Supervision Act (*Wet op het financieel toezicht*) of the Netherlands, Regulation (EU) No. 596/2014 of the European Parliament and of the Council of April 16, 2014 and Directive 2004/109/EC of the European Parliament as implemented in France and the Netherlands (as applicable to TEN).

(h) At any time, and from time to time, TEN shall have the right to offer to purchase TEN Securities from TFMC at a price and on terms and conditions to be mutually agreed upon by TEN and TFMC.

(i) At least three (3) Business Days prior to the announcement of any ABB relating to the sale of TEN Securities by TFMC, TFMC shall deliver a written notice (the "ABB Notice") to TEN specifying in reasonable detail the number of TEN Securities TFMC intends to offer in such sale (the "ABB Securities") and any other material terms and conditions of the proposed ABB. At any time prior to the announcement of such ABB, TEN may, in its sole discretion, deliver a written notice to TFMC, which notice shall be binding upon TEN and TFMC, to purchase from TFMC up to (i) a fixed euro amount of TEN Securities or (ii) a fixed number of TEN Securities, in either case at the clearing price in the ABB (such TEN Securities, the "Election Securities"). In the event that the number of Election Securities plus the ABB Securities does not exceed the number of TEN Securities held by TFMC as of such time, TFMC shall first sell the ABB Securities in the ABB and second, as soon after the consummation of the ABB as is practicable, sell the Election Securities to TEN. In the event that the number of Election Securities plus the ABB Securities exceeds the number of TEN Securities held by TFMC as of such time, TFMC shall, subject to applicable Law, instruct the book runners in the ABB to fulfill TEN's order on a pro rata basis with the orders of other investors participating in the ABB.



(j) At least fifteen (15) Business Days prior to the announcement of a Fully Marketed Offering of TEN Securities by TFMC, TFMC shall deliver a written notice (the “FMO Notice”) to TEN stating TFMC’s intention to undertake such Fully Marketed Offering. Within five (5) Business Days of the date on which such FMO Notice is delivered, TEN may deliver a written notice (the “FMO Election Notice”) to TFMC requesting that TEN and TFMC engage in discussions regarding a potential purchase by TEN of TEN Securities from TFMC. Upon receipt of such FMO Election Notice, TEN and TFMC shall engage in good faith discussions regarding a potential purchase of TEN Securities from TFMC; provided, that if an agreement for the purchase of such TEN Securities is not reached within five (5) Business Days of the date on which the FMO Election Notice is delivered, TFMC may proceed with the Fully Marketed Offering on such terms and conditions and for such number of TEN Securities as in its discretion.

#### 5.9 Board Matters.

(a) For so long as TFMC beneficially owns the applicable percentage of TEN Shares set forth in this sentence, TFMC shall have the right to propose one or two nominees to the TEN Board for appointment as non-executive directors (the “Shareholder Nominated Directors”) as follows: (i) two Shareholder Nominated Directors, so long as TFMC beneficially owns at least 18% of the TEN Shares; and (ii) one Shareholder Nominated Director, so long as TFMC beneficially owns at least 5% of the TEN Shares but less than 18% of the TEN Shares. No later than the Distribution Date, TFMC, acting as the sole shareholder of TEN, shall appoint the initial Shareholder Nominated Directors to the TEN Board.

(b) If at any time the number of Shareholder Nominated Directors serving on the TEN Board is less than the total number of Shareholder Nominated Directors TFMC is entitled to propose for nomination pursuant to the foregoing sentence, whether due to the death, resignation, retirement, disqualification or removal from office of a Shareholder Nominated Director or for any other reason, TFMC shall be entitled to propose for nomination such person’s successor, and the TEN Board shall promptly fill the vacancy with such successor as designated by TFMC, it being understood that any such successor nominee shall serve the remainder of the term of the Shareholder Nominated Director whom such nominee replaces in accordance with the TEN’s organizational documents.

(c) The TEN Board shall make a binding nomination of any Shareholder Nominated Director for appointment as a non-executive director of the TEN Board in the first meeting of the TEN general meeting that is convened after receiving TFMC’s proposal for a Shareholder Nominated Director (unless such nominee is appointed by the Board in accordance with Section 5.9(b)) and at each subsequent TEN general or special meeting at which directors are elected.

(d) If TFMC’s beneficial ownership of TEN Shares decreases below any percentage threshold set forth in Section 5.9(a), TFMC shall promptly notify TEN and, if requested by the TEN Board, cause one or more, as applicable, of the Shareholder Nominated Directors to resign from the TEN Board and any committees thereof on which such Shareholder Nominated Directors serve, such that the remaining number of Shareholder Nominated Directors on the TEN Board does not exceed the number that TFMC is then entitled to propose for nomination pursuant to Section 5.9(a).

(e) Each Shareholder Nominated Director shall be entitled to the same expense reimbursement and advancement, exculpation and indemnification in connection with his or her role as a director as the other members of the TEN Board, as well as reimbursement for documented, reasonable out-of-pocket expenses incurred in attending meetings of the TEN Board or any committee of the TEN Board of which such Shareholder Nominated Director is a member, in each case to the same extent as the other members of the TEN Board. Each Shareholder Nominated Director shall be also entitled to any retainer, equity compensation or other fees or compensation paid to the non-executive directors of TEN for his or her service as a director, including any service on any committee of the TEN Board. The TEN Board shall give each Shareholder Nominated Director the same due consideration for membership to any committee of the TEN Board as any other non-executive director. For as long as TFMC has the right to a Shareholder Nominated Director, TEN shall not amend its organizational documents, adopt any policies or take any other similar action to frustrate the purpose of this Section 5.9.

5.10 Information Rights. Without limiting, and in addition to, the rights of inspection provided under the Dutch Corporate Governance Code, for so long as TFMC beneficially owns at least 10% of the outstanding TEN Shares, in order to facilitate TFMC's (i) compliance with its ongoing financial reporting, audit and other legal and regulatory requirements (including its tax, risk management and control procedures) applicable to its beneficial ownership of the TEN Shares and (ii) oversight of its investment in TEN, TEN agrees to provide TFMC with the following, subject to appropriate confidentiality arrangements and restrictions:

(a) half-year financial statements as soon as reasonably practicable after they become available but no later than forty (40) days after the end of the applicable reporting period of TEN;

(b) audited (by a nationally recognized accounting firm) annual financial statements as soon as reasonably practicable after they become available but no later than sixty (60) days after the end of each fiscal year of TEN; and

(c) any other financial information or other information reasonably necessary for TFMC to comply with the financial reporting, audit and other legal and regulatory requirements (including its tax, risk management and control procedures) applicable to TFMC; provided that any external costs incurred by TEN in connection with the collection and/or provision of such information to TFMC will be borne by TFMC.

5.11 Voting Agreement.

(a) Subject to Section 5.11(c), until the earlier of (i) TFMC's beneficial ownership of TEN Securities decreases below 10% and (ii) the occurrence of a TEN Change of Control, at any TEN general or special meeting at which any of the following matters are submitted to a vote of holders of TEN Securities: (A) the election of any directors to the TEN Board, (B) the removal of any directors from the TEN Board, (C) compensation of any member of the TEN Board or any executive officer of TEN, (D) remunerations policies, (E) the appointment of any third party auditor of TEN, (F) statutory accounts, (G) annual discharge of the members of the TEN Board, or (H) authorization delegated to the TEN Board with respect to any right of TEN to repurchase TEN Securities, issue additional TEN Securities or to exclude any preemptive rights granted in respect of any TEN Securities. TFMC shall vote, or cause to be voted, all TEN Securities beneficially owned by TFMC: (x) as recommended by the TEN Board with respect to each such matter or (y) in the same proportion that the TEN Securities not beneficially owned by TFMC are voted for or against, or abstains with respect to each such matter.

(b) Until the earlier of (i) TFMC's beneficial ownership of TEN Securities decreases below 10% and (ii) the occurrence of a TEN Change of Control, at any TEN general or special meeting, TFMC shall be present, in person or by proxy so that all of the TEN Securities beneficially owned by TFMC may be counted for the purposes of determining the presence of the share capital at such meeting.

(c) Until the earliest of (i) the date on which TFMC no longer has beneficial ownership of any TEN Securities, (ii) the occurrence of a TEN Change of Control and (iii) the termination of that certain Relationship Agreement (the "Relationship Agreement") entered into as of the date hereof, by and among TEN, TFMC and Bpifrance Participations SA ("BPI"), (A) at any TEN general or special meeting at which the election of any director that has been proposed by BPI pursuant to Section 2.01 of the Relationship Agreement is submitted to a vote of holders of TEN Securities, TFMC shall vote, or cause to be voted, all TEN Securities held by TFMC in favor of the election of each such director and (B) at any TEN general or special meeting, TFMC shall be present, in person or by proxy so that all of the TEN Securities beneficially owned by TFMC may be counted for the purposes of determining the presence of the share capital at such meeting.

5.12 Standstill.

(a) Until TFMC beneficially owns less than 5% of the TEN Securities, TFMC will not, directly or indirectly, without the prior written consent of TEN:

(i) effect, offer or seek to effect, propose to TEN or the TEN Board (in a manner that could result in public disclosure) to effect, cause or participate in, or in any way assist, encourage or facilitate any other Person to effect or seek, offer or propose to effect or participate in, with or without conditions, any TEN Change of Control, acquisition of, or merger, amalgamation, recapitalization, reorganization, business combination or other extraordinary transaction involving TEN or any Subsidiary thereof or any of its or their respective securities or assets;

(ii) call, or seek to call, a general or special meeting of the TEN shareholders or initiate any shareholder proposal for action by the TEN shareholders;

(iii) form, join or in any way participate in a Group (as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) for the purpose of voting, acquiring, holding, or disposing of any TEN Securities;

- (iv) make, or in any way participate, directly or indirectly, in any “solicitation” of “proxies,” “consents” or “authorizations” to vote, or seek to advise or influence any person with respect to the voting of, any TEN Securities;
- (v) nominate candidates for election to the TEN Board or otherwise seek representation on the TEN Board (except as expressly set forth in this Agreement);
- (vi) publicly seek to, alone or in concert with others, control, advise, change or influence the management of TEN or any of its Subsidiaries, the TEN Board or the governance or policies of TEN or any of its Subsidiaries;
- (vii) publicly seek to effect any material changes in the capitalization structure of TEN;
- (viii) publicly propose to or seek to effect any amendment or modification to the constituent documents of TEN;
- (ix) acquire, offer to acquire or agree to acquire (or seek or propose to acquire), by purchase or otherwise, beneficial ownership of any TEN Securities, other than with respect to the TEN Securities beneficially owned by TFMC as of a result of the Transactions;
- (x) publicly propose to amend or waive any provision of this Section 5.12 (including this subclause (x)); or
- (xi) enter into any discussion, negotiation, agreement, arrangement or understanding with another Person with respect to any of the foregoing.

(b) The provisions of this Section 5.12 shall not be deemed to prohibit or restrict TFMC from communicating privately with the TEN Board (i) so long as such communications are not intended to, and would not reasonably be expected to, require any public disclosure or (ii) from taking any action necessary to comply with applicable Law. If any Person makes a public offer for at least 30% of (x) the outstanding TEN Securities or (y) the aggregate assets of TEN and its Subsidiaries, then the rights and obligations of the Parties pursuant to this Section 5.12 shall automatically terminate and be of no further force or effect.

## **ARTICLE VI DISPUTE RESOLUTION**

### 6.1 General Provisions.

(a) Any dispute, controversy or claim arising out of or relating to this Agreement or the Ancillary Agreements, including with respect to (i) the validity, interpretation, performance, breach or termination thereof or (ii) whether any Asset or Liability not specifically characterized in this Agreement or its Schedules, whose proper characterization is disputed, is a TEN Asset, TFMC Asset, TEN Liability or TFMC Liability, shall be resolved in accordance with the procedures set forth in this Article VI (a “Dispute”), which shall be the sole and exclusive procedures for the resolution of any such Dispute unless otherwise specified in this Article VI or Article III;

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE ANCILLARY AGREEMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY BASED UPON, RELATING TO OR ARISING FROM THIS AGREEMENT AND ANY OF THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (III) IT MAKES SUCH WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.1(b).

(c) The specific procedures set forth in this Article VI, including the time limits referenced herein, may be modified by agreement of both of the Parties in writing.

(d) Commencing with the Initial Notice contemplated by Section 6.2, all applicable statutes of limitations and defenses based upon the passage of time shall be tolled while the procedures specified in this Article VI are pending. The Parties shall take any necessary or appropriate action required to effectuate such tolling.

(e) Commencing with the Initial Notice contemplated by Section 6.2, any communications between the Parties or their representatives in connection with the attempted negotiation of any Dispute shall be deemed to have been delivered in furtherance of a Dispute settlement and shall be exempt from disclosure and production, and shall not be admissible into evidence for any reason (whether as an admission or otherwise), in any arbitral or other proceeding for the adjudication of any Dispute; provided, that evidence that is otherwise subject to disclosure or admissible shall not be rendered outside the scope of disclosure or inadmissible as a result of its use in the negotiation.

#### 6.2 Negotiation by Senior Executives.

(a) The Parties shall seek to settle amicably all Disputes by negotiation. The Parties shall first attempt in good faith to resolve the Dispute by negotiation in the normal course of business at the operational level within thirty (30) days after written notice is received by either Party regarding the existence of a Dispute (the "Initial Notice").

(b) If the Parties are unable to resolve the Dispute within such thirty (30)-day period, the Parties shall then attempt in good faith to resolve the Dispute by negotiation between executives designated by the Parties who hold, at a minimum, the office of Executive Vice President and/or Chief Legal Officer (such designated executives, the “Dispute Committee”). The Parties agree that the members of the Dispute Committee shall have full and complete authority on behalf of their respective Parties to resolve any Disputes submitted pursuant to this Section 6.2. Such Dispute Committee members and other applicable executives shall meet in person or by teleconference or video conference within thirty (30) days of the date of the Initial Notice to seek a resolution of the Dispute. In the event that the Dispute Committee and other applicable executives are unable to agree to a format for such meeting, the meeting shall be convened in person at a mutually acceptable location in London, England.

(c) If the Dispute Committee is unable to resolve the Dispute within such thirty (30)-day period, the Dispute shall be submitted to each of the TFMC Chief Executive Officer and the TEN Chief Executive Officer, who shall then attempt in good faith to resolve the Dispute by negotiation. The Parties agree that the TFMC Chief Executive Officer and the TEN Chief Executive Officer shall have full and complete authority on behalf of their respective Parties to resolve any Disputes submitted pursuant to this Section 6.2. The TFMC Chief Executive Officer and the TEN Chief Executive Officer shall meet in person or by teleconference or video conference within thirty (30) days of the meeting of the Dispute Committee to seek a resolution of the Dispute. In the event that the TFMC Chief Executive Officer and the TEN Chief Executive Officer are unable to agree to a format for such meeting, the meeting shall be convened in person at a mutually acceptable location in London, England.

### 6.3 Arbitration.

(a) Any Dispute arising out of or in connection with the present Agreement and not finally resolved pursuant to Section 6.2 within ninety (90) days from the delivery of the Initial Notice shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English. The place of arbitration shall be Geneva, Switzerland. The arbitrator may award to the prevailing Party, if any, as determined by the arbitrator, its costs and expenses, including attorney’s fees. Judgment upon awards rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Parties agree that, in the event any Party seeks specific performance or injunctive relief pursuant to Section 8.13, (i) each Party shall be entitled to take no more than ten (10) depositions or such greater number as the Parties may mutually agree upon or as may be ordered by the arbitrator and (ii) the arbitrator’s decision with respect to such matter shall be rendered no later than fifteen (15) Business Days after such matter is submitted to the arbitrator (and the Parties shall use commercially reasonable efforts to cause such submission to occur within ten (10) Business Days after the appointment of the arbitrator).

(b) The Parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

(c) The agreement to arbitrate any Dispute set forth in this Section 6.3 shall continue in full force and effect subsequent to, and notwithstanding the completion, expiration or termination of, this Agreement.

6.4 Interim or Conservatory Measures

. Notwithstanding the dispute resolution procedures in Sections 6.1 through 6.3, the parties may apply to any competent judicial authority for interim or conservatory measures. The application of a party to a judicial authority for such measures or for the implementation of any such measures ordered by an arbitral tribunal shall not be deemed to be an infringement or a waiver of the arbitration agreement and shall not affect the relevant powers reserved to the arbitrator(s).

**ARTICLE VII.  
TERMINATION**

7.1 Termination. This Agreement and any Ancillary Agreement may be terminated and the terms and conditions of the Transactions may be amended, modified or abandoned at any time prior to the Effective Time by and in the sole and absolute discretion of the TFMC Board without the approval of any other Person, including the shareholders of TFMC or TEN. In the event that this Agreement is terminated, this Agreement shall become null and void and no Party, nor any Party's directors, officers or employees, or any Financing Party, shall have any Liability of any kind to any Person by reason of this Agreement. After the Distribution, this Agreement may not be terminated except by an agreement in writing signed by TFMC and TEN.

7.2 Effect of Termination. In the event of any termination of this Agreement prior to the Effective Time, no Party (nor any of its directors, officers or employees) shall have any Liability or further obligation to the other Party by reason of this Agreement.

**ARTICLE VIII.  
MISCELLANEOUS**

8.1 Corporate Power.

(a) TFMC represents on behalf of itself and each other member of the TFMC Group, and TEN represents on behalf of itself and each other member of the TEN Group, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and each Ancillary Agreement to which it is a party and to consummate the transactions contemplated hereby; and

(ii) this Agreement and each Ancillary Agreement to which it is a party has been or will be duly executed and delivered by it and constitutes or will constitute a valid and binding agreement of it enforceable in accordance with the terms thereof.

(b) Each Party acknowledges that it and each other Party may execute this Agreement by facsimile, stamp or mechanical signature. Each Party expressly adopts and confirms each such facsimile, stamp or mechanical signature made in its respective name as if it were a manual signature, agrees that it shall not assert that any such signature is not adequate to bind such Party to the same extent as if it were signed manually and agrees that at the reasonable request of any other Party at any time it shall as promptly as reasonably practicable cause this Agreement to be manually executed (any such execution to be as of the date of the initial date thereof).

8.2 Modification or Amendments. Subject to the provisions of applicable Law, and except as otherwise provided in this Agreement, this Agreement and any Ancillary Agreement may be amended, modified or supplemented only by written instrument signed by the authorized representative of the Party against whom it sought to enforce such waiver, amendment, supplement or modification is sought to be enforced; provided, at any time prior to the Effective Time, the terms and conditions of this Agreement, including terms relating to the Transactions, may be amended, modified or abandoned by and in the sole and absolute discretion of the TFMC Board without the approval of any Person, including TFMC or TEN. Notwithstanding anything herein to the contrary, Section 7.1, this Section 8.2, Section 8.8, Section 8.25, Section 8.26 and Section 8.27 may not be amended, waived or terminated in a manner that is adverse in any respect to any of the Financing Parties without the prior written consent of the entities that, as of the date of such amendment, are providing or arranging the TFMC Financing Arrangements.

8.3 Waivers of Default. Waiver by a Party of any default by the other Party of any provision of this Agreement or any Ancillary Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement or any Ancillary Agreement shall operate as a waiver thereof nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

8.4 Counterparts. This Agreement and any Ancillary Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and conditions of this Agreement.

8.5 Governing Law. This Agreement (and any claims or Disputes arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any Party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the Laws of the State of New York, irrespective of the choice of laws principles of the State of New York, including all matters of validity, construction, effect, enforceability, performance and remedies.

8.6 Notices. Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid or by prepaid overnight courier (providing written proof of delivery), or by electronic mail (with confirmed receipt), addressed as follows:



If to TFMC, to:

TechnipFMC plc  
One St. Paul's Churchyard,  
London EC4M 8AP, United Kingdom  
Attention: Victoria Lazar  
Email: victoria.lazar@technipfmc.com

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP  
330 North Wabash Avenue, Suite 2800  
Chicago, IL 60611  
Attention: Ryan Maierson  
Email: ryan.maierson@lw.com  
Attention: Christopher R. Drewry  
Email: christopher.drewry@lw.com

If to TEN, to:

If to TEN, to:  
Technip Energies N.V.  
6-8 Allée de l'Arche, Faubourg de l'Arche, ZAC Danton, 92400 Courbevoie, France  
Attention: Bruno Vibert  
Email: bruno.vibert@technipfmc.com  
Attention: Stephen Siegel  
Email: stephen.siegel@technipfmc.com

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP  
330 North Wabash Avenue, Suite 2800  
Chicago, IL 60611  
Attention: Ryan Maierson  
Email: ryan.maierson@lw.com  
Attention: Christopher R. Drewry  
Email: christopher.drewry@lw.com

or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above.

8.7 Entire Agreement. This Agreement (including any exhibits hereto) and any Ancillary Agreement constitute the entire agreement, and supersede all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.

8.8 No Third-Party Beneficiaries. Except for the release and indemnification rights under this Agreement of any TFMC Indemnitee or TEN Indemnitee in their respective capacities as such, the provisions of Section 3.1(d) as to directors and officers of the TFMC Group and TEN Group or as specifically provided in any Ancillary Agreement, and the provisions of Section 7.1, Section 8.2, this Section 8.8, Section 8.25, Section 8.26 and Section 8.27 as to the Financing Parties, who shall be express third-party beneficiaries thereunder: (a) the provisions of this Agreement and each Ancillary Agreement are solely for the benefit of the Parties and are not intended to confer upon any Person (including any shareholders of TFMC or shareholders of TEN) except the Parties hereto any rights or remedies hereunder; and (b) there are no third-party beneficiaries of this Agreement or any Ancillary Agreement and neither this Agreement nor any Ancillary Agreement shall provide any third Person (including any shareholders of TFMC or shareholders of TEN) with any remedy, claim, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement or any Ancillary Agreement.

8.9 Severability. The provisions of this Agreement or any Ancillary Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability or the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

8.10 Interpretation. The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, Schedule or Exhibit, such reference shall be to a Section of, Schedule to or Exhibit to this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” For purposes of this Agreement, whenever the context requires the singular number shall include the plural, and vice versa. All references in this Agreement to “\$” are intended to refer to United States dollars and all references to “EUR” are to the lawful currency of the European Union. Any reference to a particular Law means such Law as amended, modified or supplemented (including all rules and regulations promulgated thereunder) and, unless otherwise provided, as in effect from time to time.

8.11 Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meanings specified or referred to in Annex I.

8.12 Assignment. Except as set forth in any Ancillary Agreement, neither this Agreement nor any Ancillary Agreement nor any of the rights, interests or obligations under such Agreement shall be assigned, in whole or in part, by either Party without the prior written consent of the other Party. Any attempted or purported assignment in violation of the preceding sentence shall be null and void and of no effect whatsoever. Subject to the preceding two sentences, this Agreement and any Ancillary Agreements shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

8.13 Specific Performance.

(a) Subject to Article IV, the Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the specific terms hereof or were otherwise breached. It is accordingly agreed that prior to the termination of this Agreement in accordance with Article VII, the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement (without necessity of posting bond or other security (any requirements therefor being expressly waived)), this being in addition to any other remedy to which they are entitled at Law or in equity.

(b) Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief as provided herein on the basis that (i) the other Party has an adequate remedy at Law or (ii) an award of specific performance is not an appropriate remedy for any reason at Law or equity. Any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

8.14 Force Majeure. No Party shall be deemed in default of this Agreement or, unless otherwise provided therein, any Ancillary Agreement for any delay or failure to fulfill any obligation, other than a delay or failure to make a payment, so long as and to the extent to which any delay or failure in the fulfillment of such obligations is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement and the Ancillary Agreements, as applicable, as soon as reasonably practicable.

8.15 Press Release. No later than one (1) Business Day after the Effective Time, TFMC and TEN shall issue a joint press release regarding the consummation of the Transactions.

8.16 Expenses. The expenses and costs incurred in connection with the Transactions shall be allocated among TFMC and TEN as set forth on Schedule 8.16.

8.17 Payment Terms.

(a) Except as otherwise expressly provided to the contrary in this Agreement, any amount to be paid or reimbursed by a Party (where applicable, or a member of such Party's Group) to the other Party (where applicable, or a member of such other Party's Group) under this Agreement shall be paid or reimbursed hereunder within sixty (60) days after presentation of an invoice or a written demand therefor, in either case setting forth, or accompanied by, reasonable documentation or other reasonable explanation supporting such amount.

(b) Except as expressly provided to the contrary in this Agreement, any amount not paid when due pursuant to this Agreement (and any amount billed or otherwise invoiced or demanded and properly payable that is not paid within sixty (60) days of such bill, invoice or other demand) shall bear interest at a rate per annum equal to the Prime Rate, from time to time in effect, plus two percent (2%), calculated for the actual number of days elapsed, accrued from the date on which such payment was due up to the date of the actual receipt of payment.

(c) Without the consent of the Party receiving any payment under this Agreement specifying otherwise, all payments to be made by either TFMC or TEN under this Agreement shall be made in U.S. dollars. Except as expressly provided herein, any amount which is not expressed in U.S. dollars shall be converted into U.S. dollars by using the exchange rate published on Bloomberg at 5:00 pm, Eastern time, on the day before the relevant date, or in *The Wall Street Journal* on such date if not so published on Bloomberg. Except as expressly provided herein, in the event that any indemnity payment required to be made hereunder may be denominated in a currency other than U.S. dollars, the amount of such payment shall be converted into U.S. dollars on the date in which notice of the claim is given to the indemnifying Party.

8.18 Survival of Covenants. Except as expressly set forth in this Agreement or any Ancillary Agreement, the covenants, representations and warranties contained in this Agreement and the Ancillary Agreements, and liability for the breach of any obligations contained herein or therein, shall survive the Transactions and shall remain in full force and effect in accordance with their terms.

8.19 Construction. This Agreement shall be construed as if jointly drafted by the Parties and no rule of construction or strict interpretation shall be applied against either Party. The Parties represent that this Agreement is entered into with full consideration of any and all rights which the Parties may have. The Parties have conducted such investigations they thought appropriate, and have consulted with such advisors as they deemed appropriate regarding this Agreement and their rights and asserted rights in connection therewith. The Parties are not relying upon any representations or statements made by the other Party, or such other Party's employees, agents, representatives or attorneys, regarding this Agreement, except to the extent such representations are expressly set forth or incorporated in this Agreement. The Parties are not relying upon a legal duty, if one exists, on the part of the other Party (or such other Party's employees, agents, representatives or attorneys) to disclose any information in connection with the execution of this Agreement or their preparation, it being expressly understood that neither Party shall ever assert any failure to disclose information on the part of the other Party as a ground for challenging this Agreement.

8.20 Performance. Each Party shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary or Affiliate of such Party.

8.21 No Admission of Liability. The allocation of assets and liabilities herein is solely for the purpose of allocating such assets and liabilities between TFMC and TEN and is not intended as an admission of liability or responsibility for any alleged liabilities vis-à-vis any Third Party, including with respect to the liabilities of any non-wholly owned subsidiary of TFMC or TEN.

8.22 Limited Liability of Shareholders. Notwithstanding any other provision of this Agreement, no individual who is a shareholder, director, employee, officer, agent or representative of TFMC or TEN, in such individual's capacity as such, shall have any liability in respect of or relating to the covenants or obligations of TFMC or TEN, as applicable, under this Agreement or any Ancillary Agreement or in respect of any certificate delivered with respect hereto or thereto and, to the fullest extent legally permissible, each of TFMC or TEN, for itself and its respective Subsidiaries and its and their respective shareholders, directors, employees and officers, waives and agrees not to seek to assert or enforce any such liability that any such Person otherwise might have pursuant to applicable Law.

8.23 Exclusivity of Tax Matters. Notwithstanding any other provision of this Agreement (other than Sections 2.2(c), 3.5(g) and 3.6(f)), the Tax Matters Agreement shall exclusively govern all matters related to Taxes (including allocations thereof) addressed therein.

8.24 Limitations of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER TFMC NOR ITS AFFILIATES, ON THE ONE HAND, NOR TEN NOR ITS AFFILIATES, ON THE OTHER HAND, SHALL BE LIABLE UNDER THIS AGREEMENT OR ANY ANCILLARY AGREEMENT TO THE OTHER FOR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, REMOTE, SPECULATIVE OR SIMILAR DAMAGES IN EXCESS OF COMPENSATORY DAMAGES OF THE OTHER ARISING IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (OTHER THAN ANY SUCH LIABILITY WITH RESPECT TO INDEMNIFICATION OF SUCH DAMAGES PAID BY AN INDEMNITEE IN RESPECT OF A THIRD-PARTY CLAIM).

8.25 Other Remedies. No Financing Party (a) shall have any liability or obligation to the parties hereto with respect to this Agreement or with respect to any claim or cause of action (whether in contract or in tort, in applicable Law or in equity or otherwise, or granted by statute or otherwise, whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil or any other theory or doctrine, including alter ego or otherwise) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate to: (i) this Agreement or the transactions contemplated hereunder, (ii) the negotiation, execution or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), (iii) any breach or violation of this Agreement, or (iv) any failure of the transactions contemplated hereunder to be consummated, it being expressly agreed and acknowledged by the parties hereto that no personal liability or losses whatsoever shall attach to, be imposed on or otherwise be incurred by any Financing Party, as such, arising under, out of, in connection with or related to the items in the immediately preceding clauses (i) through (iv) or (b) shall have any rights or claims against TFMC or any of its Subsidiaries, Representatives or shareholders, arising out of this Agreement, the TFMC Financing Arrangements or the transactions contemplated hereby or in connection with the TFMC Financing Arrangements; provided that following the consummation of the TFMC Financing Arrangements, the foregoing will not limit any rights the Financing Parties have against the TFMC and its Subsidiaries under the definitive documentation governing the TFMC Financing Arrangements.

8.26 Consent to Jurisdiction. Notwithstanding Article VI or anything herein to the contrary, (a) each party hereto irrevocably and unconditionally consents and submits itself and its properties and assets, in any action or proceeding against or involving any Financing Party, to the exclusive jurisdiction of the Supreme Court of the State of New York, County of New York (and the appellate courts thereof), or, if under applicable Law exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York (and the appellate courts thereof) and (b) no party hereto, nor any of its affiliates, will bring, or support the bringing of, any claim, legal action or proceeding, whether at law or in equity, whether in contract or in tort or otherwise, against any Financing Party in any way relating to this Agreement or any of the transactions contemplated by this Agreement, anywhere other than in the Supreme Court of the State of New York, County of New York (and the appellate courts thereof), or, if under applicable Law exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York (and the appellate courts thereof). The parties hereto further agree to waive and hereby irrevocably waive, to the fullest extent permitted by law, any objection which it may now have or hereafter have to the laying of venue of, and the defense of an inconvenient forum to the maintenance of, any such action in any such court.

8.27 WAIVER OF JURY TRIAL. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, INCLUDING ARTICLE VI, TO THE CONTRARY, THE PARTIES HERETO IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) AGAINST ANY FINANCING PARTY.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

TechnipFMC PLC

By: /s/ Maryann T. Mannen  
Name: Maryann T. Mannen  
Title: Executive Vice President and Chief  
Financial Officer

[Signature Page to Separation and Distribution Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

TECHNIP ENERGIES B.V.

By: /s/ Stephen Siegel

Name: Stephen Siegel

Title: Managing Director

[Signature Page to Separation and Distribution Agreement]



## ANNEX I:

### Defined Terms

“Action” means any demand, action, claim, dispute, suit, countersuit, arbitration, inquiry, subpoena, proceeding or investigation of any nature (whether criminal, civil, legislative, administrative, regulatory, prosecutorial or otherwise) by or before any Governmental Entity or in any arbitration or mediation.

“Affiliate” means, when used with respect to a specified Person, a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person. For the purpose of this definition, “control” (including with correlative meanings, “controlled by” and “under common control with”), when used with respect to any specified Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by contract, agreement, obligation, indenture, instrument, lease, promise, arrangement, release, warranty, commitment, undertaking or otherwise. It is expressly agreed that for purposes of this Agreement and the Ancillary Agreements, from and after the Effective Time, (i) no member of the TFMC Group shall be deemed to be an Affiliate of any member of the TEN Group, (ii) no member of the TEN Group shall be deemed to be an Affiliate of any member of the TFMC Group and (iii) no joint venture formed after the Effective Time solely between one or more members of the TFMC Group, on the one hand, and one or more members of the TEN Group, on the other hand, shall be deemed to be an Affiliate of, or owned or controlled by, any member of the TFMC Group or the TEN Group for the purposes of this Agreement.

“Agent” means Société Générale Securities Services S.A., as the distribution agent appointed by TFMC to distribute to the shareholders of TFMC all of the outstanding TEN Shares pursuant to the Distribution.

“Ancillary Agreements” means all Contracts entered into by the Parties or the members of their respective Group (but to which no Third Party is a party) in connection with the Transactions, including, the Employee Matters Agreement, the Patent License Agreement, the Tax Matters Agreement, the Trademark Matters Agreement, the Transfer Documents and the Transition Services Agreement.

“Approvals or Notifications” means any consents, waivers, approvals, permits or authorizations to be obtained from, notices, registrations or reports to be submitted to, or other filings to be made with, any third Person, including any Governmental Entity.

“Assets” means assets, properties, claims and rights (including goodwill), wherever located (including in the possession of vendors or other third parties or elsewhere), of every kind, character and description, whether real, personal or mixed, tangible, intangible or contingent, in each case, whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of the applicable Person, including rights and benefits pursuant to any contract, license, permit, indenture, note, bond, mortgage, agreement, concession, franchise, instrument, undertaking, commitment, understanding or other arrangement.

“Business Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in (a) London, England, (b) Paris, France and (c) New York, State of New York, United States of America.

“Business Records” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, ledgers, journals, financial statements, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), Tax Returns, other Tax work papers and files and other documents in whatever form, physical, electronic or otherwise.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means, with respect to any Person, any legally binding agreement, indenture, loan agreement, undertaking, note or other debt instrument, contract, lease, mortgage, deed of trust, permit, license, understanding, arrangement, commitment or other obligation, written or oral, to which such Person or any of its Subsidiaries is a party or by which any of them may be bound or to which any of their properties may be subject.

“Cryogenic Flexible Patents” has the meaning given in the Patent License Agreement.

“Director” shall mean, with respect to any member of the TFMC Group or the TEN Group, a member of the management board, as applicable, of such entity.

“Disclosure Document” shall mean any registration statement (including the EU Prospectus and the Form F-1) filed with the AFM, the AMF or the SEC by or on behalf of any Party or any member of its Group, and also includes any information statement, prospectus, offering memorandum, offering circular, periodic report or similar disclosure document, whether or not filed with the AFM, the AMF, the SEC or any other Governmental Entity, in each case which describes the Transactions or the TEN Group or primarily relates to the transactions contemplated hereby, including the Transactions, the TEN Financing Arrangements, the TFMC Financing Arrangements or the TEN Shares Issuance.

“Distribution Date” means the date on which TFMC, through the Agent, distributes all of the issued and outstanding TEN shares to the Record Holders in the Distribution.

“DOJ” means the U.S. Department of Justice.

“DPA” means that certain Deferred Prosecution Agreement entered into as of June 25, 2019, by and between TFMC and the DOJ.

“Dutch Transfer Agent” means the TMF Group B.V., as the custody and registrar agent appointed by TEN to receive and hold TEN Shares in accordance with Dutch Law.

“Effective Time” means 11:59 p.m. New York time, or such other time as TFMC may determine, on the Distribution Date.

“Employee Matters Agreement” means that certain Employee Matters Agreement to be entered into between TFMC and TEN in connection with the Transactions, as such agreement may be modified or amended from time to time in accordance with its terms.

“Environmental Law” means any Law relating to pollution, protection or restoration of or prevention of harm to the environment or natural resources, including the use, handling, production, registration, transportation, treatment, storage, disposal, Release or discharge of Hazardous Materials or the protection of or prevention of harm to human health and safety.

“Environmental Liabilities” means all Liabilities relating to, arising out of or resulting from any Hazardous Materials, Environmental Law or Contract relating to environmental, health or safety matters (including all removal, remediation or cleanup costs, investigatory costs, response costs, natural resources damages, property damages, personal injury damages, costs of compliance, including with any product take-back requirements, or with any settlement, judgment or other determination of Liability and indemnity, contribution or similar obligations) and all costs and expenses, interest, fines, penalties or other monetary sanctions in connection therewith.

“EU Prospectus” means the prospectus approved by the AFM to effect the registration of the TEN Shares in the European Union in accordance with the Prospectus Regulation in connection with the Distribution, including any amendments or supplements thereto.

“Euronext Paris” means the Euronext Paris market operated by Euronext Paris S.A., the French securities market that qualifies as a regulated market in accordance with Directive 2014/65/EU of the European Parliament and of the Council of May 15, 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU.

“Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder, as the same shall be in effect at the time reference is made thereto.

“Excluded Intellectual Property” means the Intellectual Property licensed pursuant to Shared Contracts, the TFMC Specified Marks and any Intellectual Property listed on Schedule I.A.

“Financing Parties” means the entities that have committed to provide or arrange any of the financing under the TFMC Financing Arrangements, including any definitive agreements relating thereto, together with their respective affiliates and their and their respective affiliates’ officers, directors, employees, controlling persons, agents and representatives and their respective successors and assigns.

“Force Majeure” means, with respect to a Party, an event beyond the control of such Party (or any Person acting on its behalf), which by its nature could not have been reasonably foreseen by such Party (or such Person) or, if it could have been reasonably foreseen, was unavoidable, and includes acts of God, storms, floods, riots, labor unrest, pandemics (including Coronavirus (Covid-19)) nuclear incidents, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities, or other national or international calamity or one or more acts of terrorism or failure of energy sources or distribution or transportation facilities. Notwithstanding the foregoing, the receipt by a Party of an unsolicited takeover offer or other acquisition proposal, even if unforeseen or unavoidable, and such Party’s response thereto shall not be deemed an event of Force Majeure.

“Form F-1” means the registration statement on Form F-1 filed by TEN with the SEC to effect the registration of the TEN Shares in the United States pursuant to Section 12(b) of the Exchange Act in connection with the Distribution, including any amendments or supplements thereto.

“Governmental Approvals” means any notices or reports to be submitted to, or other filings to be made with, or any consents, registrations, approvals, permits or authorizations to be obtained from, any Governmental Entity.

“Governmental Entity” means any governmental or regulatory authority, agency, commission, body or other governmental or regulatory entity (including any court), United States or non-United States, French, national or supra-national, state or local, including the AFM, the AMF, the SEC and the other Regulatory Authorities.

“Group” means either the TFMC Group or the TEN Group, as the context requires.

“Hazardous Materials” means any chemical, material, substance, waste, pollutant, emission, discharge, release or contaminant that could result in liability under, or that is prohibited, limited or regulated by or pursuant to, any Environmental Law, and any natural or artificial substance (whether solid, liquid or gas, noise, ion, vapor or electromagnetic) that alone or in combination could cause harm to human health or the environment, including but not limited to petroleum, petroleum products and byproducts, asbestos and asbestos-containing materials, urea formaldehyde foam insulation, electronic, medical or infectious wastes, polychlorinated biphenyls, radon gas, radioactive substances, chlorofluorocarbons and all other ozone-depleting substances.

“Indebtedness” means (a) all obligations of such specified Person for borrowed money or arising out of any extension of credit to or for the account of such specified Person (including reimbursement or payment obligations with respect to surety bonds, letters of credit, bankers’ acceptances and similar instruments), (b) all obligations of such specified Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such specified Person upon which interest charges are customarily paid, (d) all obligations of such specified Person under conditional sale or other title retention agreements relating to Assets purchased by such specified Person, (e) all obligations of such specified Person issued or assumed as the deferred purchase price of property or services, (f) all liabilities secured by (or for which any Person to which any such liability is owed has an existing right, contingent or otherwise, to be secured by) any mortgage, lien, pledge or other encumbrance on property owned or acquired by such specified Person (or upon any revenues, income or profits of such specified Person therefrom), whether or not the obligations secured thereby have been assumed by the specified Person or otherwise become liabilities of the specified Person, (g) all capital lease obligations of such specified Person, (h) all securities or other similar instruments convertible or exchangeable into any of the foregoing, but excluding daily cash overdrafts associated with routine cash operations, and (i) any liability of others of a type described in any of the preceding clauses (a) through (h) in respect of which the specified Person has incurred, assumed or acquired a liability by means of a guaranty, excluding any obligations related to Taxes: provided, however, that (i) with respect to TFMC, any liabilities or obligations of a type described in the preceding clauses (a) through (h) shall exclude the TEN Specified Indebtedness and (ii) with respect to TEN, any liabilities or obligations of a type described in the preceding clauses (a) through (h) shall exclude the TFMC Specified Indebtedness.

“Information” means information, whether or not patentable or copyrightable, in written, oral, electronic or other tangible or intangible forms, stored in any medium and regardless of location, including (a) Technology and (b) to the extent not described by clause (a), technical, financial, employee or business information or data, studies, reports, records, books, contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other software, marketing plans, customer names and records, supplier names and records, customer and supplier lists, customer and vendor data or correspondence, communications by or to attorneys (including attorney-client privileged communications), memos and other materials prepared by attorneys or under their direction (including attorney work product), and other financial employee or business information or data, files, papers, tapes, keys, correspondence, plans, invoices, forms, product data and literature, promotional and advertising materials, operating manuals, instructional documents, quality records and regulatory and compliance records.

“Insurance Claims” means those insurance claims in the Insurance Vehicle.

“Insurance Proceeds” means those monies: (a) received by an insured Person from any insurer, insurance underwriter, mutual protection and indemnity club or other risk collective; or (b) paid on behalf of an insured Person by any insurer, insurance underwriter, mutual protection and indemnity club or other risk collective, on behalf of the insured, in either such case net of any costs or expenses incurred in the collection thereof; provided, however, that with respect to a captive insurance arrangement, Insurance Proceeds shall only include net amounts received by the captive insurer from a Third Party in respect of any captive reinsurance arrangement.

“Insurance Vehicle” means Engineering Re AG, a private limited company incorporated under the laws of Switzerland, having its registered seat in Zürich, Switzerland, and wholly owned Subsidiary of TFMC.

“Intellectual Property” means all intellectual property and industrial property in any and all jurisdictions throughout the world, including all: (a) patents, patent applications (including patents issued thereon) and statutory invention registrations, including reissues, divisions, continuations, continuations in part, substitutions, renewals, extensions and reexaminations of any of the foregoing, and all rights in any of the foregoing provided by international treaties or conventions, (b) Trademarks, (c) Internet domain names, (d) copyrights, mask works, database rights and design rights, whether or not registered, and all registrations and applications for registration of any of the foregoing, and all rights in and to any of the foregoing provided by international treaties or conventions, (e) any intellectual property rights in unpatented technology, and inventions (whether or not patentable and whether or not reduced to practice), invention disclosures, ideas, formulas, compositions, inventor’s notes, discoveries and improvements, manufacturing and production processes and techniques, testing information, research and development information, drawings, specifications, designs, plans, proposals and technical data, trade secrets, confidential information, data, know-how, product designs and development, methods and processes, testing tools and materials, customer information, marketing materials and market surveys and (f) intellectual property rights arising from or in respect of any Software or technology.

“Intercompany” means, with respect to any Contract, balance, arrangement or other legal or financial relationship, established at or prior to the Effective Time, that such Contract, balance, arrangement or other legal or financial relationship is (a) between or among one or more members of the TFMC Group and one or more members of the TEN Group, as applicable, or (b) between or among the TFMC Business and the TEN Business, even if within the same legal entity (in which case the applicable Contract, balance, arrangement or other legal or financial relationship shall be deemed to be binding as if it was between separate legal entities).

“Joint Claims” means any claim or series of related claims under any insurance policy that results or could reasonably be expected to result in the payment of Insurance Proceeds to or for the benefit of both one or more members of the TFMC Group and one or more members of the TEN Group.

“Law” means any supranational, federal, state, local or provincial, municipal, foreign or common law, statute, treaty, ordinance, rule, regulation, Order, agency requirement, writ, franchise, variance, exemption, approval, certificate, notice, bylaw, standard, policy guidance, license, permit or other binding requirements, policies or instruments of any relevant jurisdiction, including in the United States, United Kingdom, France or elsewhere issued, promulgated, adopted or entered into by or with any Governmental Entity or any Self-Regulatory Organization.

“Liabilities” means any and all Indebtedness, guarantees, assurances, commitments, liabilities, responsibilities, Losses, remediation, deficiencies, reimbursement obligations in respect of letters of credit, damages, payments, fines, penalties, claims, settlements, judgments, sanctions, costs, expenses, interest and obligations of any nature or kind, whether accrued or fixed, absolute or contingent, matured or unmatured, accrued or not accrued, asserted or unasserted, liquidated or unliquidated, foreseen or unforeseen, known or unknown, reserved or unreserved, reflected on a balance sheet or otherwise, or determined or determinable, including those arising under any Law, claim (including any Third-Party Claim), demand, Action, or order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity or arbitration tribunal, and those arising under any Contract, agreement, obligation, indenture, instrument, lease, promise, arrangement, release, warranty, commitment or undertaking or terms of employment, whether imposed or sought to be imposed by a Governmental Entity, another third Person, or a Party, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute, or otherwise, in each case, including all costs, expenses, interest, attorneys’ fees, disbursements and expenses of counsel, expert and consulting fees and costs related thereto or to the investigation or defense thereof, in each case (a) including any fines, damages or equitable relief that is imposed in connection therewith and (b) other than Taxes.

“Licensed TEN Patents” has the meaning given in the Patent License Agreement.

“Licensed TFMC Patents” has the meaning given in the Patent License Agreement.

“Losses” means any and all damages, losses (including diminution in value), deficiencies, Liabilities, obligations, penalties, judgments, settlements, claims, payments, interest costs, fines and expenses (including the costs and expenses of any and all Actions and demands, assessments, judgments, settlements and compromises relating thereto and attorneys’, accountants’, consultants’ and other professionals’ fees and expenses incurred in the investigation or defense thereof or the enforcement rights hereunder), whether or not involving a Third-Party Claim, other than Taxes.

“Monetary Penalty” means any monetary payment ordered or imposed by a court and/or agreed with, or ordered or imposed by, any other entity, whether through a judgment, order, deferred prosecution agreement, non-prosecution agreement, declination or otherwise, including, fines, penalties, restitution, forfeiture and/or disgorgement.

“NYSE” means the New York Stock Exchange.

“Outstanding RPBC Payment” means the outstanding payment to be paid by Petróleo Brasileiro S.A. (Petrobras) to Technip Brasil – Engenharia, Instalações e Apoio Marítimo LTDA. pursuant to the Termo Para Encerramento de Pendências (TEP) dated April 29, 2020.

“Parties” or “Party” shall have the meaning set forth in the Preamble.

“Patent License Agreement” means that certain Patent License Agreement to be entered into between TFMC and TEN, pursuant to which (i) TFMC, on behalf of itself and the TFMC Group, grants to the TEN Group a license to use the Licensed TFMC Patents and the Cryogenic Flexible Patents in connection with the TEN Business, and (ii) TEN, on behalf of the TEN Group, grants to the TFMC Group a license to use the Licensed TEN Patents in connection with the TFMC Business.

“Permit” means all permits, licenses, franchises, authorizations, concessions, certificates, allowances, credits, consents, exemptions, approvals, variances, registrations, or similar authorizations from any Governmental Entity.

“Person” means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture (including with respect to any vessel), estate, trust, association, organization, Governmental Entity or other entity of any kind or nature.

“Prime Rate” shall mean the prime rate of Citibank N.A.

“PNF” means the Parquet National Financier.

“PNF Investigation” means the investigation being conducted by the PNF relating to business practices or conduct in connection with certain projects in Ghana and Equatorial Guinea that were awarded to certain Subsidiaries of TFMC in 2008 and 2009, respectively.

“Privileged Information” means any information, in written, oral, electronic or other tangible or intangible forms, including any communications by or to attorneys (including attorney-client privileged communications), memoranda and other materials prepared by attorneys or under their direction (including attorney work product), as to which a party or its respective Subsidiaries would be entitled to assert or have a privilege, including the attorney-client and attorney work product privileges.

“Prospectus Regulation” means Regulation (EU) 2017/1129 of the European Parliament and the Council of June 14, 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market.

“Record Date” means 5:00 p.m. New York time on the date to be determined by the TFMC Board as the record date for determining shareholders of TFMC entitled to receive TEN Shares in the Distribution.

“Record Holders” means the holders of record of TFMC Shares as of the Record Date.

“Regulatory Authority” means any and all relevant regulatory agencies or authorities of the United States, France, the United Kingdom, any member state in the EEA and other foreign regulatory agencies or authorities, in each case only to the extent that such agency or authority has authority and jurisdiction in the particular context.

“Release” means any release, spill, emission, discharge, leaking, pumping, pouring, dumping, injection, deposit, disposal, dispersal, leaching or migration of Hazardous Materials into the environment (including ambient air, surface water, groundwater and surface or subsurface strata).

“Representatives” means, with respect to any Person, any of such Person’s directors, officers, employees, agents, consultants, advisors, accountants, attorneys or other representatives.

“SEC” means the U.S. Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Self-Regulatory Organization” means any United States or non-United States commission, board, agency or body that is not a Governmental Entity but is charged with the supervision or regulation of brokers, dealers, securities underwriting or trading, stock exchanges, commodities exchanges, electronic communication networks, insurance Group or agents, investment Group or investment advisers, including the NYSE and Euronext Paris.



“Software” means any and all (a) computer programs, including any and all software implementation of algorithms, models and methodologies, whether in source code, object code, human readable form or other form, (b) databases and compilations, including any and all data and collections of data, whether machine-readable or otherwise, (c) descriptions, flow charts and other work products used to design, plan, organize and develop any of the foregoing, (d) screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons and (e) documentation, including user manuals and other training documentation, relating to any of the foregoing.

“Stored Records” means Tangible Information held in a Records Facility maintained or arranged for by the party other than the party that owns such Tangible Information.

“Subsea” means the business segment of TFMC that provides integrated design, engineering, procurement, manufacturing, fabrication and installation, and life of field services for subsea systems, subsea field infrastructure, and subsea pipe systems used in production and transportation.

“Subsidiary” means, with respect to any Person, any entity, whether incorporated or unincorporated, of which at least a majority of the securities or ownership interests having by their terms voting power to elect a majority of the board of directors or other Persons performing similar functions is directly or indirectly owned or controlled by such Person or by one or more of its respective Subsidiaries.

“Surface Technologies” means the Surface Technologies business segment of TFMC that designs and manufactures products and systems, and provides services used by oil and gas companies involved in land and offshore exploration and production of crude oil and natural gas; provided, however, that “Surface Technologies” for purposes of this Agreement shall not include TFMC’s loading systems business that provides land- and marine-based loading and transfer systems to the oil and gas, petrochemical, and chemical industries.

“Tangible Information” means Information that is contained in written, electronic or other tangible forms.

“Tax Matters Agreement” means that certain Tax Matters Agreement to be entered into between TFMC and TEN in connection with the Transactions, as such agreement may be modified or amended from time to time in accordance with its terms.

“Technology” shall mean all technology, designs, formulae, algorithms, procedures, methods, discoveries, processes, techniques, ideas, know-how, research and development, technical data, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship in any media, confidential, proprietary or nonpublic information, and other similar materials, all customized applications, completely developed applications and modifications to commercial applications, and all recordings, graphs, drawings, reports, analyses and other writings, and other tangible embodiments of the foregoing in any form, in each case, other than Software.

“TEN Actions” means (a) those Actions set forth on Schedule LB or (b) any Action primarily relating to, arising out of or resulting from the TEN Business or a TEN Asset not listed on Schedule LB or Schedule LI.

“TEN Balance Sheet” means the unaudited pro forma condensed combined balance sheet of the TEN Group as of June 30, 2020, including the notes thereto, included in the Form F-1.

“TEN Business” means (a) TFMC’s (i) “Onshore/Offshore” business segment, consisting of the study, engineering, procurement, construction, and project management of the entire range of onshore and offshore facilities related to the production, treatment, and transportation of oil and gas, as well as the transformation of petrochemicals such as ethylene, polymers, and fertilizers, as well as other activities, (ii) “Genesis” business, consisting of activities related to front-end engineering and design, (iii) “Cybernetix” business, consisting of the development of teleoperated systems, asset integrity monitoring and inspection for hostile environments, and (iv) “Loading Systems” business, consisting of the development of land-based and marine-based loading and transfer systems, and (b) without limiting the foregoing clause (a), any terminated, divested or discontinued businesses, Assets or operations that were of such a nature that they would have been part of the TEN Business (as described in the foregoing clause (a)) had they not been terminated, divested or discontinued (regardless of whether they ever operated under the “Technip Energies” name).

“TEN Change of Control” means any transaction or series of related transactions involving: (a) any merger, consolidation, share exchange, business combination, recapitalization, reorganization, or other transaction that would result in the shareholders of TEN immediately preceding such transaction beneficially owning less than 30% of the total outstanding equity securities in the surviving or resulting entity of such transaction (measured by voting power or economic interest), (b) any transaction, including any direct or indirect acquisition or any tender offer, exchange offer or other secondary acquisition, that would, if completed, result in any Person or group of Persons beneficially owning more than 30% of the TEN Shares (measured by voting power or economic interest), (c) any sale, lease, license or other disposition, directly or indirectly, of all or substantially all of the consolidated assets of TEN or (d) the majority of the TEN directors ceasing to be TEN Continuing Directors.

“TEN Competitor” means the Persons listed on Schedule I.C.

“TEN Continuing Director” means (a) any Person who is a TEN director on the Distribution Date, (b) any TEN director who was nominated for election or elected to the TEN Board with the approval of the majority of the TEN Continuing Directors who were members of the TEN Board at the time of such nomination or election or (c) any TEN director who was nominated or elected to the Board by individuals referred to in clauses (a) and (b) above constituting at the time of such nomination or election at least a majority of the TEN Board.

“TEN Contracts” shall mean any Contract to which either Party or any member of its Group is a party or by which it or any member of its Group or any of their respective Assets is bound, whether or not in writing, primarily used or held for use in the conduct of the TEN Business; provided that TEN Contracts shall not include (a) any Contract that is contemplated to be retained by TFMC or any member of the TFMC Group from and after the Effective Time pursuant to any provision of this Agreement or any Ancillary Agreement or (b) any Contract referenced in Section 1.3(b).

“TEN Financing Arrangements” means the facilities agreement to be established in accordance with a mandate letter dated December 22, 2020 pertaining to a EUR650,000,000 bridge term facility and a EUR750,000,000 revolving facility between Technip Energies B.V. and Technip Eurocash SNC as borrowers and BNP Paribas, Crédit Agricole Corporate and Investment Bank, Société Générale and Standard Chartered Bank as mandated lead arrangers and bookrunners.

“TEN Group” means, immediately after the Effective Time, (a) TEN and (b) each Subsidiary of TEN.

“TEN Intellectual Property” means (a)(i) the Intellectual Property set forth on Schedule I.D, (ii) the TEN Specified Marks, (iii) any Intellectual Property (other than Trademarks and Internet domain names) owned by TFMC or any of its Affiliates immediately prior to the Separation that is primarily used or held for use in connection with the TEN Business as of the Effective Time not listed on Schedule I.D or Schedule I.K and (iv) all rights to sue or otherwise recover for any past, present, or future infringement, misappropriation, dilution, or other violations of the foregoing; and (b) subject to Section 1.2, the Intellectual Property rights licensed to TFMC or any its Affiliates pursuant to TEN Contracts; but excluding in all cases the Excluded Intellectual Property.

“TEN Leases” means (a) the Contracts related to the leasing or subleasing of real property set forth on Schedule I.E and (b) any Contracts related to the leasing or subleasing of real property primarily used in connection with the TEN Business as of the Effective Time not listed on Schedule I.E or Schedule I.L, in the case of both clause (a) and (b) including all rights, interests or claims of either Party or any member of its respective Group thereunder as of the Effective Time.

“TEN Permits” means (a) any Permit set forth on Schedule I.F and (b) any Permit primarily used in connection with the TEN Business as of the Effective Time not listed on Schedule I.F or Schedule I.M.

“TEN Properties” means (a) the real property set forth on Schedule I.G under the heading “TEN Properties” and (b) any real property primarily used in connection with the TEN Business as of the Effective Time not listed on Schedule I.G or Schedule I.N.

“TEN Securities” means TEN Shares and TEN ADRs.

“TEN Specified Indebtedness” means the Indebtedness listed on Schedule 1(d)(ii).

“TEN Specified Marks” means (a) the Trademarks and domain names set forth on Schedule I.H and (b) the Trademarks and domain names that are owned by TFMC or any of its Subsidiaries and that are primarily used (or, if the subject of an intent-to-use application, intended to be primarily used) in connection with the goods or services included in the TEN Business immediately prior to the Effective Time not set forth on Schedule I.H or Schedule I.J.

“TFMC Actions” means (a) those Actions set forth on Schedule I.I or (b) any Action primarily relating to, arising out of or resulting from the TFMC Business or a TFMC Asset as of the Effective Time not listed on Schedule I.I or Schedule I.B.

“TFMC-Formative Marks” means (a) all Trademarks and domain names set forth on Schedule I.J and (b) all Trademarks and domain names owned by TFMC or any of its Subsidiaries that contain the “TechnipFMC” name, either alone or in combination with other words or elements as of the Effective Time not listed on Schedule I.J or Schedule I.H.

“TFMC Business” means all businesses and operations (whether or not such businesses or operations are or have been terminated, divested or discontinued) conducted by TFMC and its Subsidiaries prior to the Effective Time that are not included in the TEN Business. For the avoidance of doubt, TFMC Business includes the business practices or conduct in connection with certain projects in Ghana and Equatorial Guinea that were awarded to certain Subsidiaries of TFMC in 2008 and 2009, respectively, referred to in the definition of “PNF Investigation”.

“TFMC Financing Arrangements” means (i) a bridge facility agreement, with TechnipFMC plc, as borrower, in an aggregate principal amount up to \$850.0 million to the extent debt securities are not issued to replace the bridge facility agreement and (ii) a revolving facility agreement, with TechnipFMC plc and FMC Technologies, Inc., as borrowers, in an aggregate principal amount up to \$1.0 billion, in each case, to be established in accordance with the commitment letter between TechnipFMC plc and J.P. Morgan Chase Bank, N.A., Citigroup Global Markets Inc., DNB Capital, LLC, Société Générale, Sumitomo Mitsui Banking Corporation, Wells Fargo Bank, National Association, Wells Fargo Securities, LLC, , Bank of America, N.A., BofA Securities, Inc., Standard Chartered Bank and The Northern Trust Company as mandated joint lead arrangers and joint bookrunning managers.

“TFMC Intellectual Property” means (a)(i) the Intellectual Property set forth on Schedule I.K, (ii) the Excluded Intellectual Property, (ii) all Intellectual Property owned by either Party or any member of its respective Group thereunder as of the Effective Time not listed on Schedule I.K or Schedule I.D and (iii) all rights to sue or otherwise recover for any past, present, or future infringement, misappropriation, dilution, or other violations of the foregoing; and (b) all Intellectual Property rights licensed to TFMC or any its Affiliates, other than Intellectual Property licensed pursuant to TEN Contracts and included in the TEN Intellectual Property.

“TFMC Group” means, immediately after the Effective Time, (a) TFMC and (b) each Subsidiary of TFMC.

“TFMC Leases” means (a) the Contracts related to the leasing or subleasing of real property set forth on Schedule I.L and (b) any Contracts related to the leading or subleasing of real property primarily used in connection with the TFMC Business as of the Effective Time not listed on Schedule I.L or Schedule I.E, in the case of both clauses (a) and (b), including all rights, interests or claims of either Party or any member of its respective Group thereunder as of the Effective Time.

“TFMC Permits” means (a) any Permit set forth on Schedule I.M and (b) any Permit primarily used in connection with the TFMC Business as of the Effective Time not listed on Schedule I.M or Schedule I.F.

“TFMC Properties” means (a) the real property set forth on Schedule I.N under the heading “TFMC Properties” and (b) any real property primarily used in connection with the TFMC Business as of the Effective Time not listed on Schedule I.G or Schedule I.N.

“TFMC Specified Indebtedness” means the Indebtedness listed on Schedule I.O.

“TFMC Specified Marks” means (a) all TFMC-Formative Marks, (b) any other Trademarks and domain names of TFMC or any of its Subsidiaries (other than the TEN Specified Marks), and (c) all Trademarks and domain names confusingly similar to or embodying any of the foregoing either alone or in combination with other words or elements, together with the goodwill associated with any of the foregoing.

“Trademark Matters Agreement” means that certain Coexistence and Trademark Matters Agreement to be entered into between TFMC and TEN, which shall govern the use and ownership of TFMC-Formative Marks by the parties thereto and the transitional use of certain “Loading Arms Marks” of TFMC by TEN.

“Trademarks” means all trademarks, service marks, trade names, trade dress, logos and other source or business identifiers, including all goodwill associated with any of the foregoing and any and all common law rights in and to any of the foregoing, registrations and applications for registration of any of the foregoing, all rights in and to any of the foregoing provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing.

“Transfer” means any direct or indirect transfer, donation, sale, assignment, pledge, hypothecation, grant of a security interest in or other disposal or attempted disposal of all or any portion of a security, any interest or rights in a security, or any rights under this Agreement.

“Transfer Documents” means transfer, contribution, distribution or other similar agreements, bills of sale, special warranty deeds, stock powers, certificates of title, assignments of contracts and other instruments of transfer, conveyance and assignment entered into, as of or prior to the Effective Time, between one or more members of the TFMC Group, on the one hand, and one or more members of the TEN Group, on the other hand, as and to the extent necessary to evidence: (a) the transfer, conveyance and assignment of all of such Party’s and the applicable members of its Group’s right, title and interest in and to the Assets to the other Party and the applicable members of its Group in accordance with Section 1.1(a); and (b) the valid and effective assumption of the Liabilities by such Party or the applicable members of its Group in accordance with Section 1.1(a).

“Transition Services Agreement” means that certain Transition Services Agreement to be entered into between TFMC and TEN in connection with the Transactions, as such agreement may be modified or amended from time to time in accordance with its terms.

Other Defined Term References

<u>Defined Term</u>	<u>Section</u>
<u>ABB</u>	Section 5.8(b)
<u>ABB Notice</u>	Section 5.8(i)
<u>ABB Securities</u>	Section 5.8(i)
<u>AFM</u>	Preamble
<u>Agreement</u>	Preamble
<u>Amended and Restated Articles of Association</u>	Section 2.1(j)
<u>Amended Financial Report</u>	Section 4.7(c)
<u>AMF</u>	Preamble
<u>BPI</u>	Section 5.11(c)
<u>Contribution</u>	Recitals
<u>Covered Matter</u>	Section 3.15(h)
<u>Depository Bank</u>	Section 2.1(a)
<u>Dispute</u>	Section 6.1(a)
<u>Dispute Committee</u>	Section 6.2
<u>Distribution</u>	Recitals
<u>Election Securities</u>	Section 5.8(i)
<u>FMO Election Notice</u>	Section 5.8(j)
<u>FMO Notice</u>	Section 5.8(j)
<u>Fully Marketed Offering</u>	Section 5.8(e)
<u>Indemnifying Party</u>	Section 3.4(a)
<u>Indemnitee</u>	Section 3.4(a)
<u>Indemnity Payment</u>	Section 3.4(a)
<u>Initial Notice</u>	Section 6.2
<u>Intended Transferee</u>	Section 1.2
<u>Intended Transferor</u>	Section 1.2
<u>Misdirected Payment</u>	Section 1.6(g)
<u>Records Facility</u>	Section 4.4(a)
<u>Relationship Agreement</u>	Section 5.11(c)
<u>Separation</u>	Recitals
<u>Shared Contract</u>	Section 1.4
<u>Shared Permit</u>	Section 1.5
<u>Shared Policies</u>	Section 3.15(a)
<u>Shareholder Nominated Director</u>	Section 5.9(a)
<u>Specified Party</u>	Section 1.6(g)
<u>Tax</u>	Tax Matters Agreement
<u>Tax Returns</u>	Tax Matters Agreement
<u>TEN</u>	Preamble
<u>TEN Accounts</u>	Section 1.6(a)
<u>TEN ADRs</u>	Section 2.1(i)
<u>TEN Articles of Association</u>	Section 2.1(j)
<u>TEN Assets</u>	Section 1.1(b)
<u>TEN Board</u>	Recitals

<b>Defined Term</b>	<b>Section</b>
<u>TEN Business Records</u>	Section 1.1(b)(i)(K)
<u>TEN Cash</u>	Section 1.1(b)(i)(G)
<u>TEN Indemnitees</u>	Section 3.2
<u>TEN Liabilities</u>	Section 1.1(d)
<u>TEN Restricted Activities</u>	Section 5.3(a)(ii)
<u>TEN Shares</u>	Recitals
<u>TEN Shares Issuance</u>	Recitals
<u>TFMC</u>	Preamble
<u>TFMC Accounts</u>	Section 1.6(a)
<u>TFMC Assets</u>	Section 1.1(c)
<u>TFMC Board</u>	Recitals
<u>TFMC Contracts</u>	Section 1.1(c)(i)(A)
<u>TFMC Indemnitees</u>	Section 3.3
<u>TFMC Liabilities</u>	Section 1.1(e)
<u>TFMC Restricted Activities</u>	Section 5.3(a)(i)
<u>TFMC Shares</u>	Recitals
<u>Third Party</u>	Section 3.5(a)
<u>Third-Party Claim</u>	Section 3.5(a)
<u>Transactions</u>	Recitals

**TAX MATTERS AGREEMENT**

**by and between**

**TECHNIPFMC PLC**

**and**

**TECHNIP ENERGIES N.V.**

**Dated as of February 16, 2021**

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TAX MATTERS AGREEMENT

This TAX MATTERS AGREEMENT (this "Agreement") is entered into effective as of February 16, 2021, by and between TechnipFMC plc, a public limited company formed under the laws of England and Wales ("TFMC") and Technip Energies N.V., a public limited liability company formed under the laws of the Netherlands and a wholly owned subsidiary of TFMC ("TEN"). TFMC and TEN are each a "Party" and are sometimes referred to herein collectively as the "Parties."

RECITALS

WHEREAS, TFMC, acting together with its Subsidiaries, currently conducts the TFMC Business and the TEN Business;

WHEREAS, TFMC and TEN have entered into that certain Separation and Distribution Agreement, dated as of January 7, 2021 (the "Separation Agreement") pursuant to which the Separation will be consummated;

WHEREAS, the Parties intend that the Distribution will be a distribution to which Section 311(b) of the Internal Revenue Code of 1986, as amended (the "Code") applies (the "Intended Tax Treatment"); and

WHEREAS, TFMC and TEN desire to set forth their agreement on the rights and obligations of TFMC and TEN and the members of the TFMC Group and the TEN Group, respectively, with respect to (a) the administration and allocation of federal, state, local, and foreign Taxes incurred in Tax Periods beginning prior to the Distribution Date, (b) Taxes resulting from the Distribution and transactions effected in connection with the Distribution and (c) various other Tax matters.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I

ALLOCATION OF TAX LIABILITIES AND TAX-RELATED LOSSES

Section 1.1. General Rule.

(a) *TFMC Liability.* Except with respect to Taxes and Tax-Related Losses described in Section 1.1(b), to the fullest extent permitted by law, TFMC shall be liable for, and shall cause the other members of the TFMC Group to, indemnify, defend and hold harmless TEN and each member of the TEN Group from and against any and all liabilities of TEN and any member of the TEN Group relating to, arising out of or resulting from, directly or indirectly, any of the following items (without duplication), in each case other than any Taxes imposed on TEN or any member of the TEN Group pursuant to provisions of Treasury Regulations § 1.1502-6 (or similar provisions of state, local, or foreign Tax Law) as a result of any such member being or having been a member of a Prior Group:

(i) Taxes that are allocated to TFMC under this Article I;

(ii) any Tax resulting from a breach of any of covenant of TFMC or any member of the TFMC Group in this Agreement, the Separation Agreement or any Ancillary Agreement; and

(iii) 50% of all Separation Taxes.

(b) *TEN Liability.* TEN shall, to the fullest extent permitted by law, be liable for, and shall cause the other members of the TEN Group to, indemnify, defend and hold harmless TFMC and each member of the TFMC Group from and against any and all liabilities of TFMC and any member of the TFMC Group relating to, arising out of or resulting from, directly or indirectly, any of the following items (without duplication):

(i) Taxes which are allocated to TEN under this Article I;

(ii) any Tax resulting from a breach of any of TEN's covenants in this Agreement, the Separation Agreement or any Ancillary Agreement; and

(iii) 50% of all Separation Taxes.

Section 1.2. General Allocation Principles. Except as otherwise provided in this Article I, all Taxes shall be allocated as follows:

(a) *Allocation of Taxes for Joint Returns.* TFMC shall be responsible for all Taxes reported, or required to be reported, on any Joint Return that any member of the TFMC Group files or is required to file under the Code or other applicable Tax Law; provided, however, that to the extent any such Joint Return includes any Tax Item attributable to any member of the TEN Group or to the TEN Business for any Post-Distribution Period, TEN shall be responsible for all Taxes attributable to such Tax Items, computed in a manner reasonably determined by TFMC and in good faith cooperation with TEN.

(b) *Allocation of Taxes for Separate Returns.*

(i) TFMC shall be responsible for all Taxes reported, or required to be reported, on a TFMC Separate Return.

(ii) TEN shall be responsible for all Taxes reported, or required to be reported, on a TEN Separate Return.

(c) *Taxes Not Reported on Tax Returns.*

(i) TFMC shall be responsible for any Tax attributable to any member of the TFMC Group or to the TFMC Business that is not required to be reported on a Tax Return.

(ii) TEN shall be responsible for any Tax attributable to any member of the TEN Group or to the TEN Business that is not required to be reported on a Tax Return.

Section 1.3. Allocation Conventions.

(a) All Taxes allocated pursuant to Section 1.2(a) shall be allocated in accordance with the Closing of the Books Method; provided, however, that if applicable Tax Law does not permit a member of the TEN Group to close its Tax Period on the Distribution Date, the Tax attributable to the operations of the members of the TEN Group for any Pre-Distribution Period shall be the Tax computed using a hypothetical closing of the books consistent with the Closing of the Books Method unless otherwise agreed to by the Parties.

(b) Any Tax Item of TEN or any member of the TEN Group arising from a transaction engaged in by TEN or any member of the TEN Group outside of the ordinary course of business on the Distribution Date after the Effective Time shall be properly allocable to TEN and any such transaction by or with respect to TEN or any member of the TEN Group occurring after the Effective Time shall be treated for all Tax purposes (to the extent permitted by applicable Tax Law) as occurring at the beginning of the day following the Distribution Date in accordance with the principles of Treasury Regulation § 1.1502-76(b) or any similar provisions of state, local or foreign Law; provided that the foregoing shall not include any action that is undertaken pursuant to the Transactions.

ARTICLE II  
PREPARATION OF FILING OF TAX RETURNS

Section 2.1. TFMC Separate Returns and Joint Returns.

(a) TFMC shall prepare and file, or cause to be prepared and filed, at TFMC's expense, all TFMC Separate Returns and Joint Returns, and each member of the TEN Group to which any such Joint Return relates shall execute and file such consents, elections and other documents as TFMC may reasonably determine, after consulting with TEN in good faith, are required or appropriate. TEN will elect and join, and will cause its respective Affiliates to elect and join, in filing any Joint Returns that TFMC reasonably determines are required to be filed or that TFMC elects to file, in each case pursuant to this Section 2.1(a).

(b) The Parties and their respective Affiliates shall elect to close the Tax Period of each member of the TEN Group member on the Distribution Date, to the extent permitted by applicable Tax Law without changing the fiscal year of such member of the TEN Group.

(c) TFMC shall submit to TEN a draft of the portions of any Joint Return that reflect a Tax liability allocated to TEN pursuant to Section 1.2(a). TFMC shall (i) use its commercially reasonable efforts to make such portions of a Joint Return available for review as required under this Section 2.1(c) sufficiently in advance of the due date for filing of such Joint Return to provide TEN with a meaningful opportunity to analyze and comment on such portions of such Joint Return but in no event less than twenty (20) days prior to the filing of such Joint Return and (ii) modify any such Joint Return to take into account any reasonable comments provided by TEN.

Section 2.2. TEN Separate Returns. TEN shall prepare and file (or cause to be prepared and filed), at TEN's expense, all TEN Separate Returns.

Section 2.3. Tax Reporting Practices.

(a) *General Rule.* Except as provided in Section 2.3(b), TFMC shall prepare any Straddle Period Joint Return in accordance with past practices, permissible accounting methods, elections or conventions (“Past Practices”) used by the members of the TFMC Group and the members of the TEN Group prior to the Distribution Date with respect to such Tax Return to the extent permitted by applicable Law, and to the extent any items, methods or positions are not covered by Past Practices (or is not permitted under applicable Law to be prepared consistently with Past Practices), then TFMC shall prepare such Tax Return in accordance with reasonable Tax accounting practices selected by TFMC. With respect to any Tax Return that TEN has the obligation and right to prepare, or cause to be prepared, under this Article II, to the extent such Tax Return is for a Pre-Distribution Period or Straddle Period and could affect any member of the TFMC Group, or such Tax Return is for any other Tax Period and could reasonably be expected to adversely affect any member of the TFMC Group, such Tax Return shall be prepared in accordance with Past Practices used by the members of the TFMC Group and the members of the TEN Group prior to the Distribution Date with respect to such Tax Return (unless the Parties jointly determine that there is not at least “substantial authority,” within the meaning of Section 6662(d)(2)(B)(i) of the Code (or any corresponding or similar provision of state, local or foreign Law) (“Substantial Authority”), for the use of such Past Practices); provided, however, that to the extent any items, methods or positions are not covered by Past Practices (or in the event the Parties jointly determine that there is not Substantial Authority for the use of such Past Practices), such Tax Return shall be prepared in accordance with reasonable Tax accounting practices selected by TEN.

(b) *Consistency with Intended Tax Treatment.* The Parties shall prepare all Tax Returns consistent with (i) the Intended Tax Treatment and (ii) the Valuations unless, in each case, and then only to the extent, an alternative position is required pursuant to a Final Determination.

(c) *Shared Contracts and Shared Permits.* Each of TEN and TFMC shall, and shall cause the members of its Group to, (i) treat for all Tax purposes the portion of each Shared Contract and each Shared Permit inuring to its respective businesses as Assets owned by, and/or Liabilities or Taxes of, as applicable, such Party, or its Subsidiaries, as applicable, not later than the Effective Time, and (ii) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by applicable Law).

Section 2.4. TEN Carrybacks and Claims for Refund.

(a) TEN agrees that, unless TFMC consents in writing (which consent may not be unreasonably withheld, conditioned, or delayed) or as required by Law, (i) no member of the TEN Group (nor its successors) shall file any Adjustment Request with respect to any Tax Return that could affect any Joint Return or any other Tax Return reflecting Taxes that are allocated to TFMC under Article I and (ii) any available elections to waive the right to claim any TEN Carryback in any Joint Return or any other Tax Return reflecting Taxes that are allocated to TFMC under Article I shall be made, and no affirmative election shall be made to claim any such TEN Carryback. In the event that TEN (or the appropriate member of the TEN Group) is prohibited by applicable Law from waiving or otherwise forgoing a TEN Carryback or TFMC consents to a TEN Carryback (which consent may not be unreasonably withheld, conditioned, or delayed), TFMC shall cooperate with TEN, at TEN’s expense, in seeking from the appropriate Tax Authority such Tax Benefit as reasonably would result from such TEN Carryback, to the extent that such Tax Benefit is directly attributable to such TEN Carryback, and shall pay over to TEN the amount of such Tax Benefit within twenty (20) days after such Tax Benefit is actually realized by the TFMC Group; provided, however, that TEN shall, to the fullest extent permitted by law, indemnify, defend and hold harmless TFMC and each member of the TFMC Group from and against any and all collateral Tax consequences relating to, arising out of or resulting from, directly or indirectly, any such TEN Carryback, including the loss or postponement of any benefit from the use of Tax Attributes generated by a member of the TFMC Group if (i) such Tax Attributes expire unused, but would have been utilized but for such TEN Carryback, or (ii) the use of such Tax Attributes is postponed to a later Tax Period than the Tax Period in which such Tax Attributes would have been used but for such TEN Carryback.

(b) TFMC agrees that, unless TEN consents in writing (which consent may not be unreasonably withheld, conditioned, or delayed) or as required by Law, no member of the TFMC Group shall file any Adjustment Request with respect to any TEN Separate Return.

Section 2.5. Apportionment of Tax Attributes.

(a) Tax Attributes arising in a Pre-Distribution Period will be allocated to (and the benefits and burdens of such Tax Attributes will inure to) the members of the TFMC Group and the members of the TEN Group in accordance with the Code, Treasury Regulations, and any other applicable Tax Law, and, in the absence of controlling legal authority or unless otherwise provided under this Agreement, including pursuant to Section 2.6, Tax Attributes shall be allocated to the legal entity that created such Tax Attributes.

(b) Except as provided in Section 2.6, as soon as reasonably practicable after the close of the Tax Period in which the Distribution Date occurs but in no event less than thirty (30) days prior to the filing of the applicable Joint Return allocating or apportioning any group basis Tax Attribute to the members of the TEN Group, TFMC shall deliver to TEN its determination in writing of the portion, if any, of any earnings and profits, Tax Attributes, overall foreign loss or other affiliated, consolidated, combined, unitary, fiscal unity or other group basis Tax Attribute which is allocated or apportioned to the members of the TEN Group in respect of such Joint Return under applicable Tax Law and this Agreement ("Proposed Allocation"). TEN shall review such Proposed Allocation and provide TFMC any comments with respect thereto no later than ten (10) days prior to filing any applicable Joint Return. TFMC shall accept any such comments that are reasonable, and such resulting determination will become final ("Final Allocation"). All members of the TFMC Group and TEN Group shall prepare all Tax Returns in accordance the Final Allocation. In the event of an adjustment to the earnings and profits, any Tax Attributes, overall foreign loss or other affiliated, consolidated, combined, unitary, fiscal unity or other group basis attribute, TFMC shall promptly notify TEN in writing of such adjustment. For the avoidance of doubt, TFMC shall not be liable to any member of the TEN Group for any failure of any determination under this Section 2.5(b) to be accurate under applicable Tax Law; provided such determination was made in good faith with reasonable communication and cooperation with TEN.

(c) Except as otherwise provided herein, to the extent that the amount of any Tax Attribute is later reduced or increased by a Tax Authority or Tax Proceeding, such reduction or increase shall be allocated to the Party to which such Tax Attribute was allocated pursuant to Section 2.5(a), as agreed by the Parties.



Section 2.6. Certain UK Tax Provisions.

(a) *UK Group Relief.*

(i) TFMC shall be responsible for determining the amounts for purposes of UK Group Relief available to be surrendered in accordance with and subject to applicable Law (A) by any member of the TFMC Group to any member of the TEN Group, or (B) by any member of the TEN Group to any member of the TFMC Group, as the case may be (save in respect of any UK Group Relief arrangements for any Pre-Distribution Period intended to be effective and notified between the Parties before the date of this Agreement, after taking account of any other UK Tax Relief available for use within (including between members of) the TFMC Group and within (including between members of) the TEN Group which shall be available for use in priority to surrenders available under clauses (A) and (B) of this Section 2.6(a)(i)).

(ii) Subject to both Parties agreeing to and consenting to such surrenders, the Parties shall make, or shall cause to be made, such elections and shall take such other actions that are necessary or appropriate to give effect to the surrender of any amounts referred to in Section 2.6(a)(i)(A) and (B), and to ensure that such surrenders are allowed in full by HM Revenue & Customs. For the avoidance of doubt, the Parties shall be treated as agreeing and consenting to any surrenders arising in respect of any UK Group Relief arrangements for any Pre-Distribution Period notified between the Parties before the date of this Agreement.

(iii) Unless otherwise agreed between the Parties, in consideration of such surrenders as are referred to in Section 2.6(a)(i)(A), TEN shall procure that the relevant member of the TEN Group shall pay to the relevant member of the TFMC Group such amount of UK corporation Tax as is saved by the relevant member of the TEN Group (including where UK corporation Tax previously paid has been refunded) as a result of the relevant surrender, such amount to be paid no later than the time which such UK corporation Tax saved would otherwise have been paid to a Tax Authority.

(iv) Unless otherwise agreed between the Parties, in consideration of such surrenders as are referred to in Section 2.6(a)(i)(B), TFMC shall procure that the relevant member of the TFMC Group shall pay to the relevant member of the TEN Group such amount of UK corporation Tax as is saved by the relevant member of the TFMC Group (including where UK corporation Tax previously paid has been refunded) as a result of the relevant surrender, such amount to be paid no later than the time which such UK corporation Tax saved would otherwise have been paid to a Tax Authority.

(b) *Preparation of Interest Restriction Returns.*

(i) Subject to Section 2.6(b)(v), The Parties agree that Technip UK Limited is and shall remain the reporting company for the purposes of Schedule 7A TIOPA in respect of members of the TEN Group and the TFMC Group for the purposes of Part 10 of TIOPA, for all Pre-Distribution Periods and for the Straddle Period.

(ii) Subject to Section 2.6(b)(v), Technip UK Limited shall have conduct of preparing and submitting to and agreeing with HM Revenue & Customs all interest restriction returns for the purposes of Schedule 7A TIOPA in respect of members of the TEN Group and the TFMC Group for the purposes of Part 10 of TIOPA, for all Pre-Distribution Periods and for the Straddle Period (the “Interest Restriction Returns”).

(iii) For the purposes of this Section 2.6(b):

- (1) a copy of each Interest Restriction Return shall be delivered by Technip UK Limited to TEN and TFMC.
- (2) TEN and TFMC shall afford (or procure the affordance) to Technip UK Limited or its duly authorised agents information and assistance which may reasonably be required to prepare, submit and agree all outstanding Interest Restriction Returns; and
- (3) TEN and TFMC must as soon as practicable deliver to Technip UK Limited copies of all correspondence sent to or received from HM Revenue & Customs in respect of any Interest Restriction Return.

(iv) No member of the TEN Group nor the TFMC Group shall, without the prior written consent of TEN or TFMC (as applicable), revoke or amend any Interest Restriction Return and no member of the TEN Group or the TFMC Group shall elect to become a non-consenting company for the purposes of schedule 7A TIOPA.

(v) TEN shall appoint its own reporting company for the purposes of schedule 7A TIOPA in respect of members of the TEN Group, and may be responsible for relevant Interest Restriction Returns, for that part of the Straddle Period ending after the Distribution Date.

Section 2.7. French Tax Consolidation. As a result of the Distribution, the French Tax resident members of the TEN Group that are members of the French Tax consolidated group set-up by TFMC in accordance with the provisions of Article 223 A *et seq.* of the *Code général des impôts* will exit from such Tax consolidated group with effect as from January 1, 2021. The French Tax consequences of such exit will be governed by the provisions of the French Tax Group Exit Agreements attached hereto as Exhibit A. To the extent that any of the terms of this Agreement are inconsistent with the terms of the French Group Exit Agreements, the terms of the French Group Exit Agreements shall control.

Section 2.8. Equity Compensation. Tax deductions with respect to TFMC Equity Compensation Awards and TEN Equity Compensation Awards shall be allocated to the members of the TFMC Group and the members of the TEN Group in accordance with the Code, Treasury Regulations, and any other applicable Tax Law.

ARTICLE III  
TAX PAYMENTS

Section 3.1. Taxes Shown on Tax Returns. TFMC shall pay (or cause to be paid) to the proper Tax Authority the Tax shown as due on any Tax Return that a member of the TFMC Group is responsible for preparing under Article II, and TEN shall pay (or cause to be paid) to the proper Tax Authority the Tax shown as due on any Tax Return that a member of the TEN Group is responsible for preparing under Article II. At least three (3) Business Days prior to any Payment Date for any Straddle Period Joint Return, TEN shall pay to TFMC the amount TEN is responsible for under the provisions of Article I as calculated pursuant to this Agreement.

Section 3.2. Adjustments Resulting in Underpayments. In the case of any adjustment pursuant to a Final Determination with respect to any Tax, the Party to which such Tax is allocated pursuant to this Agreement shall pay to the applicable Tax Authority when due any additional Tax required to be paid as a result of such adjustment or, if the other Party is required under applicable Law to make such payment, to reimburse the paying Party with respect to such adjustment.

Section 3.3. Indemnification Payments.

(a) Except as provided in the last sentence of Section 3.1, if any Party (the “Payor”) is required under applicable Tax Law to pay to a Tax Authority a Tax that another Party (the “Required Party”) is liable for or required to indemnify the Payor for under this Agreement, the Required Party shall reimburse the Payor within thirty (30) Business Days of delivery by the Payor to the Required Party of an invoice for the amount due, accompanied by evidence of payment and a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto. Except as otherwise provided in the following sentence, the Required Party shall also pay to the Payor any reasonable costs and expenses related to the foregoing (including reasonable attorneys’ fees and expenses) within thirty (30) Business Days after the Payor’s written demand therefor. Notwithstanding the foregoing, if TFMC or TEN disputes in good faith the fact or the amount of its obligation hereunder, then no payment of the amount in dispute shall be required until any such good faith dispute is resolved in accordance with Section 11.1 hereof.

(b) All indemnification payments under this Agreement shall be made by TFMC directly to TEN and by TEN directly to TFMC; provided, however, that if the Parties mutually agree for administrative convenience with respect to any such indemnification payment, any member of the TFMC Group, on the one hand, may make such indemnification payment to any member of the TEN Group, on the other hand, and vice versa.

ARTICLE IV  
TAX BENEFITS

Section 4.1. Tax Refunds. TFMC shall be entitled (subject to the provisions in Section 2.4) to any refund (and any interest thereon received from the applicable Tax Authority) of Taxes for which TFMC is liable hereunder, and TEN shall be entitled (subject to the provisions in Section 2.4) to any refund (and any interest thereon received from the applicable Tax Authority) of Taxes for which TEN is liable hereunder. A Party receiving a refund to which another Party is entitled hereunder shall pay over such refund to such other Party within thirty (30) Business Days after such refund is received.

Section 4.2. Other Tax Benefits.

(a) If a member of the TEN Group or TFMC Group actually realizes any Tax Benefit, as a result of any liability, obligation, loss or payment (each, a "Loss") for which a member of one Party's Group is required to indemnify any member of the other Party's Group pursuant to this Agreement, the Separation Agreement or any Ancillary Agreement (in each case, without duplication of any amounts payable or taken into account under this Agreement, the Separation Agreement or any Ancillary Agreement), and such Tax Benefit would not have arisen but for such adjustment or Loss (determined on a "with and without" basis), the Party whose Group actually realizes such Tax Benefit, shall make a payment to the other Party in an amount equal to the amount of such actually realized Tax Benefit in cash within twenty (20) Business Days of actually realizing such Tax Benefit. To the extent that any Tax Benefit (or portion thereof) in respect of which any amounts were paid over pursuant to the foregoing provisions of this Section 4.2(a) is subsequently disallowed by the applicable Tax Authority, the Party that received such amounts shall promptly repay such amounts (together with any penalties, interest or other charges imposed by the relevant Tax Authority) to the other Party.

(b) No later than twenty (20) Business Days after a Tax Benefit described in Section 4.2(a) is actually realized by a member of the TFMC Group or a member of the TEN Group, TFMC or TEN, as the case may be, shall provide the other Party with a written calculation of the amount payable to such other Party pursuant to Section 4.2(a). In the event that TFMC or TEN, as the case may be, disagrees with any such calculation described in this Section 4.2(b), such Party shall so notify the other Party in writing within twenty (20) Business Days of receiving such written calculation. The Parties shall endeavor in good faith to resolve such disagreement, and, failing that, the amount payable under this Section 4.2 shall be determined in accordance with Section 11.1.

ARTICLE V  
ADDITIONAL COVENANTS

Section 5.1. Assistance and Cooperation.

(a) The Parties shall cooperate (and cause their respective Affiliates to cooperate) with each other and with each other's agents, including accounting firms and legal counsel, in connection with Tax matters relating to the Parties and their Affiliates, including (i) preparation and filing of Tax Returns, (ii) determining the liability for and amount of any Taxes due (including estimated Taxes) or the right to and amount of any refund of Taxes, (iii) examinations of Tax Returns, and (iv) any administrative or judicial proceeding in respect of Taxes assessed or proposed to be assessed. Such cooperation shall include making all information and documents in their possession relating to any other Party and its Affiliates reasonably available to such other Party as provided in Article VI. Each of the Parties shall also make available to any other Party, as reasonably requested and available, personnel (including officers, directors, employees and agents of the Parties or their respective Affiliates) responsible for preparing, maintaining, and interpreting information and documents relevant to Taxes, and personnel reasonably required as witnesses or for purposes of providing information or documents in connection with any administrative or judicial proceedings relating to Taxes. TEN and each other member of the TEN Group shall cooperate with TFMC and take any and all actions reasonably requested by TFMC in connection with obtaining the Tax Opinions (including, by making any new representation or covenant, confirming any previously made representation or covenant or providing any materials or information requested by any Tax Advisor; provided that neither TEN nor any other member of the TEN Group shall be required to make or confirm any representation or covenant that is inconsistent with historical facts or as to future matters or events over which it has no control).

(b) Any information or documents provided under this Agreement shall be kept confidential by the Party receiving the information or documents, except as may otherwise be necessary in connection with the filing of Tax Returns or in connection with any administrative or judicial proceedings relating to Taxes. In addition, in the event that TFMC determines that the provision of any information or documents to TEN or any TEN Affiliate, or TEN determines that the provision of any information or documents to TFMC or any TFMC Affiliate, could be commercially detrimental, violate any Law or agreement or waive any Privilege, the Parties shall use commercially reasonable efforts to permit each other's compliance with its obligations under this Article V in a manner that avoids any such harm or consequence.

Section 5.2. Tax Return Information. Each of TFMC and TEN acknowledges, and shall cause each member of their respective Group to acknowledge, that time is of the essence in relation to any request for information, assistance or cooperation made pursuant to Section 5.1 or this Section 5.2. Each of TFMC and TEN, and each member of their respective Group, acknowledges that failure to conform to the reasonable deadlines set by the Party making such request could cause irreparable harm. Each Party shall provide to the other Party information and documents relating to its Group reasonably required by the other Party to prepare Tax Returns, including any pro forma returns required by the Responsible Party for purposes of preparing such Tax Returns. Any information or documents the Responsible Party requires to prepare such Tax Returns shall be provided in such form as the Responsible Party reasonably requests and at or prior to the time reasonably specified by the Responsible Party so as to enable the Responsible Party to file such Tax Returns on a timely basis.

Section 5.3. Reliance by TFMC. If any member of the TEN Group supplies information to a member of the TFMC Group in connection with a Tax liability and an officer of a member of the TFMC Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the TFMC Group identifying the information being so relied upon, the chief financial officer of TEN (or any officer of TEN as designated by the chief financial officer of TEN) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete. TEN shall, to the fullest extent permitted by Law, indemnify, defend and hold harmless TFMC and each member of the TFMC Group and each of their respective past, present and future directors, officers, employees and agents, in each case in their respective capacities as such, and each of the heirs, executors, successors and assigns of any of the foregoing from and against any Liability relating to, arising out of or resulting from, directly or indirectly, a member of the TEN Group having supplied, pursuant to this Article V, a member of the TFMC Group with inaccurate or incomplete information in connection with a Tax liability.

Section 5.4. Reliance by TEN. If any member of the TFMC Group supplies information to a member of the TEN Group in connection with a Tax liability and an officer of a member of the TEN Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the TEN Group identifying the information being so relied upon, the chief financial officer of TFMC (or any officer of TFMC as designated by the chief financial officer of TFMC) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete. TFMC shall, to the fullest extent permitted by Law, indemnify, defend and hold harmless TEN and each member of the TEN Group and each of their respective past, present and future directors, officers, employees and agents, in each case in their respective capacities as such, and each of the heirs, executors, successors and assigns of any of the foregoing from and against any Liability relating to, arising out of or resulting from, directly or indirectly, a member of the TFMC Group having supplied, pursuant to this Article V, a member of the TEN Group with inaccurate or incomplete information in connection with a Tax liability.

Section 5.5. Separation Taxes. As soon as reasonably practicable after the close of the Tax Period in which the Distribution Date occurs but in no event more than one hundred and eighty (180) days after the close of such Tax Period, TFMC shall deliver to TEN a schedule showing in reasonable detail acceptable to TEN the estimated calculation of Separation Taxes. No later than thirty (30) days prior to the filing of any Joint Return on which such Separation Taxes are reported, TFMC shall deliver to TEN a final calculation of Separation Taxes reported on such Joint Return. TEN shall review such schedule of Separation Taxes and provide TFMC any comments with respect thereto no later than ten (10) days prior to filing any such applicable Joint Return. TFMC shall accept any such comments that are reasonable, and such resulting determination will become final. TEN shall (and shall cause its Affiliates to) reasonably cooperate with TFMC to correct any errors in the chronology or completion of any transactions intended to facilitate, or otherwise effectuated in connection with, the Separation, and take any and all commercially reasonable actions requested by TFMC to minimize any Separation Taxes.

Section 5.6. Quarterly Meetings. Executives designated by the Parties responsible for Tax matters of each respective Party shall meet in person or by teleconference or video conference at or promptly after the conclusion of each calendar quarter beginning with the first quarter following the Distribution Date to discuss issues relating to Tax matters of the Parties and the administration of this Agreement, except as otherwise agreed by the Parties (whether by electronic mail, telephone or otherwise).

## ARTICLE VI TAX RECORDS

Section 6.1. Retention of Tax Records. Each of TFMC and TEN shall preserve and keep all Tax Records exclusively relating to the assets and activities of its Group for Pre-Distribution Periods, and TFMC shall preserve and keep all other Tax Records relating to Taxes of the TFMC Group and TEN Group for Pre-Distribution Periods, for so long as the contents thereof may be or become material in the administration of any matter under the Code or other applicable Tax Law, but in any event until the later of (i) the expiration of any applicable statutes of limitations, or (ii) seven (7) years after the Distribution Date (such later date, the "Retention Date"). After the Retention Date, each of TFMC and TEN may dispose of such Tax Records upon sixty (60) Business Days' prior written notice to the other Party. If, prior to the Retention Date, (a) TFMC or TEN reasonably determines that any Tax Records which it would otherwise be required to preserve and keep under this Article VI are no longer material in the administration of any matter under the Code or other applicable Tax Law and the other Party agrees, then such first Party may dispose of such Tax Records upon sixty (60) Business Days' prior notice to the other Party. Any notice of an intent to dispose given pursuant to this Section 6.1 shall include a list of the Tax Records to be disposed of describing in reasonable detail each file, book, or other record accumulation being disposed. The notified Parties shall have the opportunity, at their cost and expense, to copy or remove, within such sixty (60) Business Day period, all or any part of such Tax Records. If, at any time prior to the Retention Date, a Party or any of its Affiliates determines to decommission or otherwise discontinue any computer program or information technology system used to access or store any Tax Records, then such program or system may be decommissioned or discontinued upon ninety (90) Business Days' prior notice to the other Party and the other Party shall have the opportunity, at its cost and expense, to copy, within such ninety (90) Business Day period, all or any part of the underlying data relating to the Tax Records accessed by or stored on such program or system.

Section 6.2. Access to Tax Records. The Parties shall, and shall cause their respective Affiliates to, make available to each other for inspection and copying during normal business hours upon reasonable notice all Tax Records (and, for the avoidance of doubt, any pertinent underlying data accessed or stored on any computer program or information technology system) in their possession pertaining to (a) in the case of any Tax Return of the TFMC Group, the portion of such return that relates to Taxes for which the TEN Group may be liable pursuant to this Agreement or (b) in the case of any Tax Return of the TEN Group, the portion of such return that relates to Taxes for which the TFMC Group may be liable pursuant to this Agreement, and shall permit the other Party and its Affiliates, authorized agents and representatives and any representative of a Tax Authority or other Tax auditor direct access, at the cost and expense of the requesting Party, during normal business hours upon reasonable notice to any computer program or information technology system used to access or store any Tax Records, in each case to the extent reasonably required by the other Party in connection with the preparation of Tax Returns or financial accounting statements, audits, litigation, or the resolution of items under this Agreement.

Section 6.3. Preservation of Privilege. The Parties shall, and shall cause their respective Affiliates to, not provide access to, copies of, or otherwise disclose to any Person any documentation relating to Taxes existing prior to the Distribution Date to which Privilege may reasonably be asserted without the prior written consent of the Party that may assert a claim of Privilege in respect of such documentation, which such consent may be withheld or conditioned in the sole and absolute discretion of such Party so long as such claim of Privilege may be reasonably asserted.

ARTICLE VII  
TAX CONTESTS

Section 7.1. **Notice.** A Party shall provide prompt notice to the other Party of any written communication from a Tax Authority regarding any pending Tax audit, assessment or proceeding or other Tax Contest of which it becomes aware, which notice shall in no event be later than thirty (30) days after receipt of such written communication (provided that any failure on a Party to so notify the other Party shall not limit any of the obligations of such other Party under this Agreement except to the extent such failure materially prejudices the defense of any Tax audit, assessment or proceeding or other Tax Contest), (a) related to Taxes for Tax Periods for which it is indemnified by the other Party hereunder or for which it may be required to indemnify the other Party hereunder, (b) relating to a TEN Separate Return for a Pre-Distribution Period or Straddle Period that could reasonably be expected to adversely affect any member of the TFMC Group or for any other Tax Period that could reasonably be expected to materially adversely affect any member of the TFMC Group, or (c) otherwise relating to the Intended Tax Treatment or the Separation (including the resolution of any Tax Contest relating thereto). Such notice shall attach copies of the pertinent portion of any written communication from a Tax Authority and contain factual information (to the extent known) describing any asserted Tax liability in reasonable detail and shall be accompanied by copies of any notice and other documents received from any Tax Authority in respect of any such matters. If an indemnified Party has knowledge of an asserted Tax liability with respect to a matter for which it is to be indemnified hereunder and such Party fails to give the indemnifying Party prompt notice of such asserted Tax liability and the indemnifying Party is entitled under this Agreement to contest the asserted Tax liability, then (i) to the extent the indemnifying Party is precluded from contesting the asserted Tax liability in any forum as a result of the failure to give prompt notice, the indemnifying Party shall have no obligation to indemnify the indemnified Party for any Taxes arising out of such asserted Tax liability, and (ii) to the extent the indemnifying Party is not precluded from contesting the asserted Tax liability in any forum, but such failure to give prompt notice results in a material monetary detriment to the indemnifying Party, then any amount which the indemnifying Party is otherwise required to pay the indemnified Party pursuant to this Agreement shall be reduced by the amount of such detriment.

Section 7.2. **Control of Tax Contests.**

(a) **TFMC Control.** Notwithstanding anything in this Agreement to the contrary, TFMC shall have the right to control any Tax Contest with respect to any Tax matters relating to; (i) a Joint Return, (ii) a TFMC Separate Return and (iii) Separation Taxes. Subject to Section 7.2(c) and Section 7.2(d), TFMC shall have absolute discretion with respect to any decisions to be made, or the nature of any action to be taken, with respect to any such Tax Contest.

(b) **TEN Control.** Except as otherwise provided in this Section 7.2, TEN shall have the right to control any Tax Contest with respect to any TEN Separate Return. Subject to Section 7.2(c) and Section 7.2(d), TEN shall have reasonable discretion, after consultation with TFMC, with respect to any decisions to be made, or the nature of any action to be taken, with respect to any such Tax Contest relating to a TEN Separate Return for a Pre-Distribution Period or Straddle Period that could reasonably be expected to adversely affect any member of the TFMC Group or for any other Tax Period that could reasonably be expected to materially adversely affect any member of the TFMC Group, and absolute discretion with respect to any decisions to be made, or the nature of any action to be taken, with respect to any other such Tax Contest.



(c) *Settlement Rights.* The Controlling Party shall have the sole right to contest, litigate, compromise and settle any Tax Contest without obtaining the prior consent of the Non-Controlling Party; provided, that to the extent any such Tax Contest (i) could give rise to a claim for indemnity by the Controlling Party or its Affiliates against the Non-Controlling Party or its Affiliates under this Agreement, or (ii) is with respect to a TEN Separate Return for a Pre-Distribution Period or Straddle Period and could reasonably be expected to adversely affect any member of the TFMC Group or for any other Tax Period that could reasonably be expected to materially adversely affect any member of the TFMC Group, then the Controlling Party shall not settle any such Tax Contest without the Non-Controlling Party's prior written consent (which consent may not be unreasonably withheld, conditioned, or delayed). Subject to Section 7.2(e), and unless waived by the Parties in writing, in connection with any potential adjustment in a Tax Contest as a result of which adjustment the Non-Controlling Party may reasonably be expected to become liable to make any indemnification payment to the Controlling Party under this Agreement: (A) the Controlling Party shall keep the Non-Controlling Party informed in a timely manner of all actions taken or proposed to be taken by the Controlling Party with respect to such potential adjustment in such Tax Contest; (B) the Controlling Party shall timely provide the Non-Controlling Party copies of any written materials relating to such potential adjustment in such Tax Contest received from any Tax Authority; (C) the Controlling Party shall timely provide the Non-Controlling Party with copies of any correspondence or filings submitted to any Tax Authority or judicial authority in connection with such potential adjustment in such Tax Contest; (D) the Controlling Party shall consult with the Non-Controlling Party and offer the Non-Controlling Party a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such potential adjustment in such Tax Contest; and (E) the Controlling Party shall defend such Tax Contest diligently and in good faith. The failure of the Controlling Party to take any action specified in the preceding sentence with respect to the Non-Controlling Party shall not relieve the Non-Controlling Party of any liability and/or obligation which it may have to the Controlling Party under this Agreement except to the extent that the Non-Controlling Party was actually harmed by such failure, and in no event shall such failure relieve the Non-Controlling Party from any other liability or obligation which it may have to the Controlling Party. In the case of any Tax Contest described in this Article VII, "Controlling Party" means the Party entitled to control the Tax Contest under such Section and "Non-Controlling Party" means (x) TFMC if TEN is the Controlling Party and (y) TEN if TFMC is the Controlling Party.

(d) *Tax Contest Participation.* Subject to Section 7.2(e), and unless waived by the Parties in writing, the Controlling Party shall provide the Non-Controlling Party with written notice reasonably in advance of, and the Non-Controlling Party shall have the right to attend and participate in, any formally scheduled meetings with Tax Authorities or hearings or proceedings before any judicial authorities in connection with any potential adjustment in a Tax Contest (i) pursuant to which the Non-Controlling Party may reasonably be expected to become liable to make any indemnification payment to the Controlling Party under this Agreement or (ii) that is with respect to a TEN Separate Return for a Pre-Distribution Period or Straddle Period and could reasonably be expected to adversely affect any member of the TFMC Group or for any other Tax Period that could reasonably be expected to materially adversely affect any member of the TFMC Group. The failure of the Controlling Party to provide any notice specified in this Section 7.2(d) to the Non-Controlling Party shall not relieve the Non-Controlling Party of any liability or obligation which it may have to the Controlling Party under this Agreement except to the extent that the Non-Controlling Party was actually harmed by such failure, and in no event shall such failure relieve the Non-Controlling Party from any other liability or obligation which it may have to the Controlling Party.

(e) *Joint Returns.* Notwithstanding anything in this Article VII to the contrary, in the case of a Tax Contest related to a Joint Return, the rights of TEN and its Affiliates under Section 7.2(c) and Section 7.2(d) shall be limited in scope to the portion of such Tax Contest relating to Taxes for which TEN may reasonably expected to become liable to make any indemnification payment to TFMC under this Agreement.

(f) *Power of Attorney.* Each member of the TEN Group shall execute and deliver to TFMC (or such member of the TFMC Group as TFMC shall designate) any power of attorney or other similar document reasonably requested by TFMC (or such designee) in connection with any Tax Contest (as to which TFMC is the Controlling Party) described in this Article VII. Each member of the TFMC Group shall execute and deliver to TEN (or such member of the TEN Group as TEN shall designate) any power of attorney or other similar document requested by TEN (or such designee) in connection with any Tax Contest (as to which TEN is the Controlling Party) described in this Article VII.

#### ARTICLE VIII SURVIVAL OF OBLIGATIONS

Section 8.1. Survival of Obligations. The representations, warranties, covenants and agreements set forth in this Agreement shall be unconditional and absolute and shall remain in effect without limitation as to time.

#### ARTICLE IX TAX TREATMENT OF INTEREST

Section 9.1. Tax Treatment of Interest. Anything herein or in the Separation Agreement to the contrary notwithstanding, to the extent one Party makes a payment of interest to the other Party under this Agreement with respect to the period from the date that the Party receiving the interest payment made a payment of Tax to a Tax Authority to the date that the Party making the interest payment reimbursed the Party receiving the interest payment for such Tax payment, the interest payment shall be treated as interest expense to the Party making such payment (deductible to the extent provided by Law) and as interest income by the Party receiving such payment (includible in income to the extent provided by Law). The amount of the payment shall not be adjusted to take into account any associated Tax Benefit to the Party making such payment or increase in Tax to the Party receiving such payment.

#### ARTICLE X GROSS-UP OF INDEMNIFICATION PAYMENTS

Section 10.1. Gross-Up of Indemnification Payments. Except to the extent provided in Section 9.1, any Tax indemnity payment made by a Party under this Agreement shall be increased as necessary so that after making all payments in respect to Taxes imposed on or attributable to such indemnity payment, the recipient Party receives an amount equal to the sum it would have received had no such Taxes been imposed.

ARTICLE XI  
DISPUTE RESOLUTION

Section 11.1. Dispute Resolution. Any and all disputes, controversies and claims arising hereunder, including with respect to (i) the validity, interpretation, performance, breach or termination of this Agreement or (ii) the proper treatment of any Tax not specifically characterized in this Agreement (collectively, “Tax Matters Disputes”) shall be resolved through the procedures provided in Article VI of the Separation Agreement, with Tax Matters Disputes included within the meaning of the term “Dispute” for purposes of Article VI of the Separation Agreement.

ARTICLE XII  
MISCELLANEOUS

Section 12.1. Termination. In the event the Separation Agreement is terminated, this Agreement shall automatically become null and void and no Party, nor any Party’s directors, officers or employees, shall have any Liability of any kind to any Person by reason of this Agreement. After the Distribution, this Agreement may not be terminated except by an agreement in writing signed by TFMC and TEN.

Section 12.2. Corporate Power.

(a) TFMC represents on behalf of itself and each other member of the TFMC Group, and TEN represents on behalf of itself and each other member of the TEN Group, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(ii) this Agreement has been or will be duly executed and delivered by it and constitutes or will constitute a valid and binding agreement of it enforceable in accordance with the terms thereof.

(b) Each Party acknowledges that it and each other Party may execute this Agreement by facsimile, stamp or mechanical signature. Each Party expressly adopts and confirms each such facsimile, stamp or mechanical signature made in its respective name as if it were a manual signature, agrees that it shall not assert that any such signature is not adequate to bind such Party to the same extent as if it were signed manually and agrees that at the reasonable request of any other Party at any time it shall as promptly as reasonably practicable cause this Agreement to be manually executed (any such execution to be as of the date of the initial date thereof).

Section 12.3. Modifications or Amendments. Subject to the provisions of applicable Law, and except as otherwise provided in this Agreement, this Agreement may be amended, modified or supplemented only by written instrument signed by the authorized representative of the Party against whom it sought to enforce such waiver, amendment, supplement or modification is sought to be enforced; provided, at any time prior to the Effective Time, the terms and conditions of this Agreement, including terms relating to the Transactions, may be amended, modified or abandoned by and in the sole and absolute discretion of the TFMC Board without the approval of any Person, including TFMC or TEN.

Section 12.4. Waivers of Default. Waiver by a Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 12.5. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and conditions of this Agreement.

Section 12.6. Governing Law. This Agreement (and any claims or Tax Matters Disputes arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any Party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the Laws of the State of New York, irrespective of the choice of laws principles of the State of New York, including all matters of validity, construction, effect, enforceability, performance and remedies.

Section 12.7. Notices. Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid or by prepaid overnight courier (providing written proof of delivery), or by electronic mail (with confirmed receipt), addressed as follows:

If to TFMC, to:

TechnipFMC plc  
One St. Paul's Churchyard,  
London EC4M 8AP, United Kingdom  
Attention: Victoria Lazar  
Email: victoria.lazar@technipfmc.com  
Attention: Melody Clark  
Email: melody.clark@technipfmc.com

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP  
330 North Wabash Avenue, Suite 2800  
Chicago, IL 60611  
Attention: Ryan Maierson  
Email: ryan.maierson@lw.com  
Attention: Christopher R. Drewry  
Email: christopher.drewry@lw.com

If to TEN, to:

Technip Energies N.V.  
6-8 Allée de l'Arche, Faubourg de l'Arche, ZAC Danton, 92400  
Courbevoie, France  
Attention: Pascaline Williams-Duflos  
Email: Pascaline.williamsduflos@technipfmc.com  
Attention: Stephen Siegel  
Email: stephen.siegel@technipfmc.com

with a copy (which shall not constitute notice) to:

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017  
Attention: William Aaronson  
Email: william.aaronson@davispolk.com  
Attention: Jacques Naquet-Radiguet  
Email: jacques.naquet@davispolk.com

or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above.

Section 12.8. Entire Agreement. This Agreement (including any exhibits hereto), the Separation Agreement and the other Ancillary Agreements constitute the entire agreement, and supersede all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof; for the avoidance of doubt, the preceding clause shall apply to all other agreements, whether or not written, in respect of any Tax between or among any member or members of the TFMC Group, on the one hand, and any member or members of the TEN Group, on the other hand, which agreements shall be of no further effect between the parties thereto and any rights or obligations existing thereunder shall be fully and finally settled, calculated as of the date hereof. Except as expressly set forth in the Separation Agreement or any Ancillary Agreement: (i) all matters relating to Taxes and Tax Returns of the Parties and their respective Subsidiaries, to the extent such matters are the subject of this Agreement, shall be governed exclusively by this Agreement; and (ii) for the avoidance of doubt, in the event of any conflict between the Separation Agreement or any Ancillary Agreement, on the one hand, and this Agreement, on the other hand, with respect to such matters, the terms and conditions of this Agreement shall govern.

Section 12.9. No Third-Party Beneficiaries. Except for the indemnification rights under this Agreement of any TFMC Indemnitee or TEN Indemnitee in their respective capacities as such: (a) the provisions of this Agreement are solely for the benefit of the Parties and are not intended to confer upon any Person (including any shareholders of TFMC or shareholders of TEN) except the Parties hereto any rights or remedies hereunder; and (b) there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third Person (including any shareholders of TFMC or shareholders of TEN) with any remedy, claim, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

Section 12.10. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability or the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 12.11. Interpretation. The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, Schedule or Exhibit, such reference shall be to a Section of, Schedule to or Exhibit to this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." For purposes of this Agreement, whenever the context requires the singular number shall include the plural, and vice versa. All references in this Agreement to "\$" are intended to refer to United States dollars and all references to "EUR" are to the lawful currency of the European Union. Any reference to a particular Law means such Law as amended, modified or supplemented (including all rules and regulations promulgated thereunder) and, unless otherwise provided, as in effect from time to time.

Section 12.12. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meanings specified or referred to in Annex I.

Section 12.13. Assignment. Neither this Agreement, nor any of the rights, interests or obligations under this Agreement, shall be assigned, in whole or in part, by either Party without the prior written consent of the other Party. Any attempted or purported assignment in violation of the preceding sentence shall be null and void and of no effect whatsoever. Subject to the preceding two sentences, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

Section 12.14. Specific Performance.

(a) The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the specific terms hereof or were otherwise breached. It is accordingly agreed that prior to the termination of this Agreement in accordance with Section 12.1, the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement (without necessity of posting bond or other security (any requirements therefor being expressly waived)), this being in addition to any other remedy to which they are entitled at Law or in equity.

(b) Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief as provided herein on the basis that (i) the other Party has an adequate remedy at Law or (ii) an award of specific performance is not an appropriate remedy for any reason at Law or equity. Any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

Section 12.15. Payment Terms.

(a) Except as otherwise expressly provided to the contrary in this Agreement, any amount to be paid or reimbursed by a Party (where applicable, or a member of such Party's Group) to the other Party (where applicable, or a member of such other Party's Group) under this Agreement shall be paid or reimbursed hereunder within sixty (60) days after presentation of an invoice or a written demand therefor, in either case setting forth, or accompanied by, reasonable documentation or other reasonable explanation supporting such amount.

(b) Except as expressly provided to the contrary in this Agreement, any amount not paid when due pursuant to this Agreement (and any amount billed or otherwise invoiced or demanded and properly payable that is not paid within sixty (60) days of such bill, invoice or other demand) shall bear interest at a rate per annum equal to the Prime Rate, from time to time in effect, plus two percent (2%), calculated for the actual number of days elapsed, accrued from the date on which such payment was due up to the date of the actual receipt of payment.

(c) Without the consent of the Party receiving any payment under this Agreement specifying otherwise, all payments to be made by either TFMC or TEN under this Agreement shall be made in U.S. dollars or in Euros, as requested by the recipient Party. Except as expressly provided herein, any payment required to be made pursuant to Section 3.1 and Section 3.2 which is not expressed in either U.S. dollars or Euros shall be converted into U.S. dollars or Euros, as the case may be, by using the applicable exchange rate used by the recipient Party for financial reporting or accounting purposes for the month in which the applicable Tax Return is filed or in which any applicable Final Determination is made. In the event that any payment required to be made hereunder other than pursuant to the preceding sentence is denominated in a currency other than U.S. dollars or Euros, the amount of such payment shall be converted into U.S. dollars or Euros, as requested by the indemnified Party, using the applicable exchange rate used by the recipient Party for financial reporting or accounting purposes for the month in which notice of the claim is given to the indemnifying Party.

Section 12.16. Survival of Covenants. Except as expressly set forth in this Agreement, the covenants, representations and warranties contained in this Agreement, and liability for the breach of any obligations contained herein, shall survive the Transactions and shall remain in full force and effect in accordance with their terms.

Section 12.17. Construction. This Agreement shall be construed as if jointly drafted by the Parties and no rule of construction or strict interpretation shall be applied against either Party. The Parties represent that this Agreement is entered into with full consideration of any and all rights which the Parties may have. The Parties have conducted such investigations they thought appropriate, and have consulted with such advisors as they deemed appropriate regarding this Agreement and their rights and asserted rights in connection therewith. The Parties are not relying upon any representations or statements made by the other Party, or such other Party's employees, agents, representatives or attorneys, regarding this Agreement, except to the extent such representations are expressly set forth or incorporated in this Agreement. The Parties are not relying upon a legal duty, if one exists, on the part of the other Party (or such other Party's employees, agents, representatives or attorneys) to disclose any information in connection with the execution of this Agreement or their preparation, it being expressly understood that neither Party shall ever assert any failure to disclose information on the part of the other Party as a ground for challenging this Agreement.

Section 12.18. Performance. Each Party shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary or Affiliate of such Party.

Section 12.19. No Admission of Liability. The allocation of assets and liabilities herein is solely for the purpose of allocating such assets and liabilities between TFMC and TEN and is not intended as an admission of liability or responsibility for any alleged liabilities vis-à-vis any Third Party, including with respect to the liabilities of any non-wholly owned subsidiary of TFMC or TEN.

Section 12.20. Limitations of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER TFMC NOR ITS AFFILIATES, ON THE ONE HAND, NOR TEN NOR ITS AFFILIATES, ON THE OTHER HAND, SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER FOR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, REMOTE, SPECULATIVE OR SIMILAR DAMAGES IN EXCESS OF COMPENSATORY DAMAGES OF THE OTHER ARISING IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (OTHER THAN ANY SUCH LIABILITY WITH RESPECT TO INDEMNIFICATION OF SUCH DAMAGES PAID BY AN INDEMNITEE IN RESPECT OF A THIRD-PARTY CLAIM).

Section 12.21. Other Agreements. Except as expressly set forth herein, this Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the Separation Agreement or the other Ancillary Agreements.

[Signature Page Follows.]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

TechnipFMC PLC

By: /s/ Alf Melin  
Name: Alf Melin  
Title: Executive Vice President and Chief  
Financial Officer

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[Signature Page to Tax Matters Agreement]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Technip Energies N.V.

By: /s/ Bruno Vibert

Name: Bruno Vibert

Title: Chief Financial Officer

[Signature Page to Tax Matters Agreement]

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ANNEX I:

**Defined Terms**

“Adjustment Request” means any formal or informal claim or request filed with any Tax Authority, or with any administrative agency or court, for the adjustment, refund, or credit of Taxes, including (a) any amended Tax Return claiming adjustment to the Taxes as reported on the Tax Return or, if applicable, as previously adjusted, (b) any claim for equitable recoupment or other offset, and (c) any claim for refund or credit of Taxes previously paid.

“Affiliate” has the meaning set forth in the Separation Agreement.

“Ancillary Agreement” has the meaning set forth in the Separation Agreement; *provided, however*, that for purposes of this Agreement, this Agreement shall not constitute an Ancillary Agreement.

“Assets” has the meaning set forth in the Separation Agreement.

“Business Day” has the meaning set forth in the Separation Agreement.

“Capital Stock” means all classes or series of capital stock of a corporation, including (a) common stock, (b) all options, warrants and other rights to acquire such capital stock and (c) all instruments properly treated as stock in such corporation for U.S. federal Income Tax purposes.

“Closing of the Books Method” means the apportionment of items between portions of a Tax Period based on a closing of the books and records on the close of the Distribution Date (in the event that the Distribution Date is not the last day of the Tax Period, as if the Distribution Date were the last day of the Tax Period), subject to adjustment for items accrued on the Distribution Date that are properly allocable to the Tax Period following the Distribution, as jointly determined by TFMC and TEN; provided that any items not susceptible to such apportionment shall be apportioned on the basis of elapsed days during the relevant portion of the Tax Period.

“Distribution” means the issuance and distribution of ordinary shares of TEN to holders of TFMC ordinary shares on the Record Date on a pro rata basis.

“Distribution Date” has the meaning set forth in the Separation Agreement.

“Effective Time” has the meaning set forth in the Separation Agreement.

“Employee Matters Agreement” has the meaning set forth in the Separation Agreement.

“Final Determination” means the final resolution of liability for any Tax, which resolution may be for a specific issue or adjustment or for any Tax Period, (a) by IRS Form 870 or 870-AD (or any successor forms thereto), on the date of acceptance by or on behalf of the taxpayer, or by a comparable form under the laws of a state, local, or foreign taxing jurisdiction, except that an IRS Form 870 or 870-AD or comparable form shall not constitute a Final Determination to the extent that it reserves (whether by its terms or by operation of law) the right of the taxpayer to file a claim for refund or the right of the Tax Authority to assert a further deficiency in respect of such issue or adjustment or for such Tax Period (as the case may be); (b) by a decision, judgment, decree, or other order by a court of competent jurisdiction, which has become final and unappealable; (c) by a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or a comparable agreement under the laws of a state, local, or foreign taxing jurisdiction; (d) by any allowance of a refund or credit in respect of an overpayment of a Tax, but only after the expiration of all periods during which such refund may be recovered (including by way of offset) by the jurisdiction imposing such Tax; (e) by a final settlement resulting from a treaty-based competent authority determination; or (f) by any other final disposition, including by reason of the expiration of the applicable statute of limitations, the execution of a pre-filing agreement with the IRS or other Tax Authority, or by mutual agreement of the Parties.

“Governmental Entity” has the meaning set forth in the Separation Agreement.

“Group” means (a) with respect to TFMC, the TFMC Group, and (b) with respect to TEN, the TEN Group, as the context requires.

“Income Tax” means all U.S. federal, state, local and foreign income, franchise or similar Taxes imposed on (or measured by) net income or net profits, and any interest, penalties, additions to Tax or additional amounts in respect of the foregoing.

“IRS” means the U.S. Internal Revenue Service or any successor agency.

“Joint Return” means any Tax Return that includes, by election or otherwise, one or more members of the TFMC Group together with one or more members of the TEN Group.

“Law” has the meaning set forth in the Separation Agreement.

“Liabilities” has the meaning set forth in the Separation Agreement.

“Parties” and “Party” have the meaning set forth in the preamble to this Agreement.

“Payment Date” means, with respect to a Tax Return, (a) the due date for any required installment of estimated Taxes, (b) the due date (determined without regard to extensions) for filing such Tax Return, or (c) the date such Tax Return is filed, as the case may be.

“Person” means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture (including with respect to any vessel), estate, trust, association, organization, Governmental Entity or other entity of any kind or nature, without regard to whether any entity is treated as disregarded for U.S. federal Income Tax purposes.

“Post-Distribution Period” means any Tax Period beginning after the Distribution Date and, in the case of any Straddle Period, the portion of such Tax Period beginning on the day after the Distribution Date.

“Pre-Distribution Period” means any Tax Period ending on or before the Distribution Date and, in the case of any Straddle Period, the portion of such Straddle Period ending on and including the Distribution Date.

“Prime Rate” has the meaning set forth in the Separation Agreement.

“Prior Group” means any group that filed or was required to file (or will file or be required to file) a Tax Return, for a Tax Period or portion thereof ending at the close of the Distribution Date, on an affiliated, consolidated, combined, unitary, fiscal unity or other group basis (including as permitted by Section 1501 of the Code) that includes at least one member of the TEN Group.

“Privilege” means any common law or statutory privilege or protection that may be asserted under applicable law, including, any privilege or protection arising under or relating to the attorney-client relationship, work product privileges, the tax practitioner privilege and any other privilege relating to internal evaluation processes.

“Record Date” has the meaning set forth in the Separation Agreement.

“Responsible Party” means, with respect to any Tax Return, the Party having responsibility for preparing and filing such Tax Return under this Agreement.

“Separation” has the meaning set forth in the Separation Agreement.

“Separation Taxes” means any Taxes actually paid by the TFMC Group or the TEN Group in connection with the transactions comprising the Separation, determined on a “with and without” basis comparing any Taxes that would have been paid by the TFMC Group or the TEN Group in the applicable Tax Period had the transactions comprising the Separation not occurred.

“Shared Contract” has the meaning set forth in the Separation Agreement.

“Shared Permit” has the meaning set forth in the Separation Agreement.

“Straddle Period” means any Tax Period that begins before and ends after the Distribution Date.

“Subsidiary” has the meaning set forth in the Separation Agreement.

“Tax” or “Taxes” means any income, gross income, gross receipts, profits, capital stock, franchise, withholding, payroll, social security, workers compensation, unemployment, disability, property, ad valorem, value added, stamp, excise, severance, occupation, service, sales, use, license, lease, transfer, import, export, escheat, alternative minimum, universal service fund, estimated or other tax (including any fee, assessment, or other charge in the nature of or in lieu of any tax), imposed by any Governmental Entity or political subdivision thereof, and any interest, penalty, additions to tax or additional amounts in respect of the foregoing.

“Tax Advisor” means a Tax counsel or accountant, in each case of recognized national standing.

“Tax Attribute” means a net operating loss, net capital loss, unused investment credit, unused foreign Tax credit, excess charitable contribution, general business credit, research and development credit, earnings and profits, basis, or any other Tax Item that could reduce a Tax or create a Tax Benefit.

“Tax Authority” means, with respect to any Tax, the Governmental Entity or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity or subdivision.

“Tax Benefit” means any refund, credit, or other item that causes reduction in otherwise required liability for cash Taxes.

“Tax Contest” means an audit, review, examination, contest, litigation, investigation or any other administrative or judicial proceeding with the purpose or effect of redetermining Taxes (including any administrative or judicial review of any claim for refund).

“Tax Item” means, with respect to any Income Tax, any item of income, gain, loss, deduction, or credit.

“Tax Law” means the Law of any Governmental Entity or political subdivision thereof relating to any Tax.

“Tax Opinions” means any opinions of Tax Advisors deliverable to TFMC in connection with the Distribution.

“Tax Period” means, with respect to any Tax, the period for which the Tax is reported as provided under the Code or other applicable Tax Law.

“Tax Records” means any (a) Tax Returns, (b) Tax Return workpapers, (c) documentation relating to any Tax Contests, and (d) any other books of account or records (whether or not in written, electronic or other tangible or intangible forms and whether or not stored on electronic or any other medium) maintained or required to be maintained under the Code or other applicable Tax Laws or under any record retention agreement with any Tax Authority, in each case filed or required to be filed with respect to or otherwise relating to Taxes.

“Tax Return” means any report of Taxes due, any claim for refund of Taxes paid, any information return with respect to Taxes, or any other similar report, statement, declaration, or document filed or required to be filed under the Code or other Tax Law with respect to Taxes, including any attachments, exhibits, or other materials submitted with any of the foregoing, and including any amendments or supplements to any of the foregoing.

“TEN Business” has the meaning set forth in the Separation Agreement.

“TEN Carryback” means any net operating loss, net capital loss, excess Tax credit, or other similar Tax item of any member of the TEN Group which may or must be carried from one Tax Period to another prior Tax Period under the Code or other applicable Tax Law.

“TEN Equity Awards” means options, share appreciation rights, restricted shares, share units or other compensatory rights with respect to TEN Shares.

“TEN Equity Compensation Award” has the meaning set forth in the Employee Matters Agreement.

“TEN Group” has the meaning set forth in the Separation Agreement.

“TEN Indemnitees” has the meaning set forth in the Separation Agreement.

“TEN Separate Return” means any Tax Return of or including any member of the TEN Group (including any consolidated, combined or unitary return) that does not include any member of the TFMC Group.

“TEN Shares” has the meaning set forth in the Separation Agreement.

“TFMC Business” has the meaning set forth in the Separation Agreement.

“TFMC Equity Compensation Award” has the meaning set forth in the Employee Matters Agreement.

“TFMC Group” has the meaning set forth in the Separation Agreement.

“TFMC Indemnitees” has the meaning set forth in the Separation Agreement.

“TFMC Separate Return” means any Tax Return of or including any member of the TFMC Group (including any consolidated, combined or unitary return) that does not include any member of the TEN Group.

“TFMC Shares” has the meaning set forth in the Separation Agreement.

“Third Party” means any Person other than the Parties or any of their respective Subsidiaries.

“TIOPA” means the UK Taxation (International and Other Provisions) Act 2010.

“Transactions” has the meaning set forth in the Separation Agreement.

“Treasury Regulations” means the regulations promulgated from time to time under the Code as in effect for the relevant Tax Period.

“UK Group Relief” means (a) group relief capable of being surrendered or claimed pursuant to Part 5 of the UK Corporation Tax Act 2010, or (b) the notional transfer of an asset or reallocation of a gain or loss pursuant to section 171A or section 179A of the UK Taxation of Chargeable Gains Act 1992 and the notional reallocation of a gain pursuant to section 792 of the UK Corporation Tax Act 2009.

“UK Tax Relief” means any loss, relief, allowance, set-off, deduction, credit, or relief from or against or available for UK Tax purposes and/or in respect of UK Tax or in the computation of income, profits, or gains for UK Tax purposes of Tax or any right to a repayment of, or saving in respect of, UK Tax, including UK Group Relief.

“Valuations” means the valuations and methodologies prepared for TFMC to facilitate, or otherwise in connection with, the Separation and the carrying values reflected on TEN’s opening balance sheet following the Distribution.

Other Defined Term References

<u>Defined Term</u>	<u>Section</u>
<u>Agreement</u>	Preamble
<u>Code</u>	Recitals
<u>Controlling Party</u>	Section 7.2(c)
<u>Final Allocation</u>	Section 2.5(b)
<u>Intended Tax Treatment</u>	Recitals
<u>Interest Restriction Returns</u>	Section 2.6(b)(ii)
<u>Loss</u>	Section 4.2(a)
<u>Non-Controlling Party</u>	Section 7.2(c)
<u>Party</u>	Preamble
<u>Past Practices</u>	Section 2.3(a)
<u>Payor</u>	Section 3.3(a)
<u>Proposed Allocation</u>	Section 2.5(b)
<u>Required Party</u>	Section 3.3(a)
<u>Retention Date</u>	Section 6.1
<u>Separation Agreement</u>	Recitals
<u>Substantial Authority</u>	Section 2.3(a)
<u>Tax Matters Disputes</u>	Section 11.1
<u>TEN</u>	Recitals
<u>TFMC</u>	Preamble



Exhibit A

**French Group Exit Agreements**

A-1

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**EMPLOYEE MATTERS AGREEMENT**

**between**

**TECHNIPFMC PLC**

**and**

**TECHNIP ENERGIES N.V.**

**Dated as of February 15, 2021**

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EMPLOYEE MATTERS AGREEMENT

This EMPLOYEE MATTERS AGREEMENT (this “Employee Matters Agreement”) is entered into effective as of February 15, 2021, by and between TechnipFMC plc, a public limited company formed under the laws of England and Wales (“TFMC”), and Technip Energies N.V., a public limited liability company incorporated under the laws of the Netherlands and a wholly owned subsidiary of TFMC (“TEN”). TFMC and TEN are each a “Party” and are sometimes referred to herein collectively as the “Parties.”

RECITALS

WHEREAS, TFMC, acting together with its Subsidiaries, currently conducts the TFMC Business and the TEN Business;

WHEREAS, TFMC and TEN have entered into that certain Separation and Distribution Agreement, dated as of February 15, 2021 (the “Separation Agreement”) pursuant to which the Separation will be consummated;

WHEREAS, TFMC and TEN have agreed that, except as otherwise specifically provided herein, the general approach and philosophy underlying this Employee Matters Agreement is to (a) allocate Assets, Liabilities and responsibilities to the TFMC Group (as opposed to the TEN Group) to the extent they relate to current or former employees and other service providers primarily related to the TFMC Assets or the TFMC Business and (b) allocate Assets, Liabilities and responsibilities to the TEN Group (as opposed to the TFMC Group) to the extent they relate to current or former employees and other service providers primarily related to the TEN Assets or the TEN Business; and

WHEREAS, TFMC and TEN desire to set forth their agreement on the rights and obligations of TFMC and TEN and the members of the TFMC Group and the TEN Group, respectively, with respect to the treatment of, and the compensation and employee benefits provided to, current and former employees of TFMC and TEN and their Subsidiaries.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Employee Matters Agreement, the Parties hereby agree as follows:

ARTICLE I.  
GENERAL PRINCIPLES; LITIGATION

1.1 TFMC Group Employee Liabilities. Except as specifically provided in this Employee Matters Agreement, a Country Schedule, or required by applicable local Law, the TFMC Group will be solely responsible for (i) all employment, compensation and employee benefits Liabilities relating to TFMC Employees and Former TFMC Employees, (ii) all Liabilities relating to or arising under each TFMC Benefit Plan, and (iii) any other Liabilities expressly assigned or allocated to a TFMC Group member under this Employee Matters Agreement, whether arising before, on or after the Distribution Date, whether based on facts occurring before, on or after the Distribution Date and irrespective of which Person such Liabilities are asserted against or which Person such Liabilities attached to as a matter of applicable Law or contract (collectively, “TFMC Employee Liabilities”).

1.2 TEN Group Employee Liabilities. Except as specifically provided in this Employee Matters Agreement, a Country Schedule, or required by applicable local Law, the TEN Group will be solely responsible for (i) all employment, compensation and employee benefits Liabilities relating to TEN Employees and Former TEN Employees, (ii) all Liabilities relating to or arising under each TEN Benefit Plan, and (iii) any other Liabilities expressly assigned or allocated to a TEN Group member under this Employee Matters Agreement, whether arising before, on or after the Distribution Date, whether based on facts occurring before, on or after the Distribution Date and irrespective of which Person such Liabilities are asserted against or which Person such Liabilities attached to as a matter of applicable Law or contract (collectively, “TEN Employee Liabilities”).

1.3 TFMC Benefit Plans/TEN Benefit Plans. Unless otherwise specifically provided in this Employee Matters Agreement or on a Country Schedule, required by applicable local Law, or provided in the Transition Services Agreement:

(a) Effective as of the applicable Plan Split Date, the TFMC Group will be exclusively responsible for administering each TFMC Benefit Plan (including any Split TFMC Retirement Plan, Split TFMC Welfare Plan, TFMC Spinoff Retirement Plan and TFMC Spinoff Welfare Plan) in accordance with its terms and for all obligations and Liabilities with respect to the TFMC Benefit Plans and all benefits owed to participants in the TFMC Benefit Plans, whether arising before, on or after the Distribution Date.

(b) Effective as of the applicable Plan Split Date the TEN Group will be exclusively responsible for administering each TEN Benefit Plan (including any Split TEN Retirement Plan, Split TEN Welfare Plan, TEN Spinoff Retirement Plan and TEN Spinoff Welfare Plan) in accordance with its terms and for all obligations and Liabilities with respect to the TEN Benefit Plans and all benefits owed to participants in the TEN Benefit Plans, whether arising before, on or after the Distribution Date.

1.4 Employee-Related Litigation. Effective as of the Distribution Date, Liabilities with respect to any Pre-Distribution Action: (i) will be a TEN Employee Liability if it relates to TEN Employees, Former TEN Employees and/or TEN Benefit Plans, including all matters included as a TEN Action on Schedule 1.B to the Separation Agreement; (ii) will be a TFMC Employee Liability if it relates to TFMC Employees, Former TFMC Employees and/or TFMC Benefit Plans, including all matters listed as TFMC Actions on Schedule 1.H of the Separation Agreement; and (iii) will be a shared Liability between TFMC and TEN to the extent it cannot be readily attributed to TFMC Employees, Former TFMC Employees or TFMC Benefit Plans on the one hand, or TEN Employees, Former TEN Employees or TEN Benefit Plans, on the other hand, as described in clauses (i) and (ii).

ARTICLE II.  
EMPLOYEES AND EMPLOYEE TRANSFERS

2.1 Assignment and Transfer of Employees.

(a) Effective as of no later than the Distribution Date, and except as otherwise agreed by the Parties, the applicable members of the TFMC Group and the TEN Group shall have taken such actions as are necessary to ensure that (i) each individual who the parties have agreed will be treated as a TEN Employee is employed by a TEN Entity as of such date and (ii) each individual who the parties have agreed will be treated as a TFMC Employee is employed by a TFMC Entity as of such date. The Parties agree to execute, and to seek to have the applicable employees execute, such documentation, if any, as may be necessary to reflect such assignment or transfer.

(b) All transfers of employment will be accomplished in accordance with applicable Laws, and each Party will use commercially reasonable efforts to (i) transfer employees upon the same terms and conditions as such employee enjoyed immediately prior to such transfer or upon the same terms and conditions as other similarly situated employees of the employing entity into which such employee is transferred, and (ii) effectuate such transfers in a manner that does not result in the payment of severance, end of service gratuities or similar amounts, unless otherwise required by Law.

(c) To the extent that (i) the applicable Law of any jurisdiction, (ii) any applicable Collective Bargaining Agreement or other applicable agreement with a works council or economic committee, or (iii) any applicable employment agreement would require either Party to provide terms of employment to any transferred Employee that are more favorable than those otherwise provided for in this Employee Matters Agreement in connection with the Distribution, then such Party will or will cause a member of its Group to provide such Employee with such more favorable terms.

(d) For purposes of this Employee Matters Agreement, with respect to any former employee who provided services to both the TEN Business and the TFMC Business as a shared services employee, and whose employment terminated prior to the Distribution Date, then such former employee will be treated as either a Former TEN Employee or a Former TFMC Employee based on the following principles: (i) such employee will be allocated to the business for which he or she performed a majority of his or services, as reasonably determined by the Parties working in good faith, or (ii) if it cannot be determined that such former employee performed a majority of his or her services for one of the businesses, then such former employee will be treated as a former employee of the entity from which he or she terminated employment.

2.2 Automatic Transfers.

(a) If any employee is employed by a TFMC Entity immediately prior to the Distribution Date, and who is required by applicable Law to transfer, or who has accepted a transfer of employment (on the same or different terms that applied prior to the Distribution), to a TEN Entity in connection with the transactions contemplated by this Employee Matters Agreement, the Separation Agreement or the other Ancillary Agreements, but such employee has not actually become an employee of the TEN Group prior to the Distribution Date, then such employee's employment will transfer automatically on the Distribution Date to a TEN Entity in accordance with such applicable Law, or such employee will otherwise be deemed to be a TEN Employee for purposes of this Employee Matters Agreement and the Distribution Date will be such employee's Employment Transfer Date.

(b) Any employee who is employed by a TEN Entity immediately prior to the Distribution Date, and who is required by applicable Law to transfer, or who has accepted a transfer of employment (on the same or different terms that applied prior to the Distribution), to a TFMC Entity in connection with the transactions contemplated by this Employee Matters Agreement, the Separation Agreement or the other Ancillary Agreements, but such employee has not actually become an employee of the TFMC Group prior to the Distribution Date, then such employee's employment will transfer automatically on the Distribution Date to a TFMC Entity in accordance with such applicable Law, or such employee will otherwise be deemed to be a TFMC Employee for purposes of this Employee Matters Agreement and the Distribution Date will be such employee's Employment Transfer Date.

2.3 Delayed Transfers. Any employee whose employment transfers from the TFMC Group to the TEN Group or from the TEN Group to the TFMC Group, as applicable, pursuant to one of the following categories will be a "Delayed Transfer Employee", *provided* such employee was continuously employed by a TEN Entity or the TFMC Group (as applicable) from the Distribution Date through the date of the applicable employment transfer:

- (a) any employee who was inadvertently and erroneously treated as being employed by the wrong employer on the Distribution Date (including any employee who was inadvertently automatically transferred under Section 2.2 or who rejected such transfer) and who is transferred to the correct employer within six (6) months after the Distribution Date;
- (b) any employee whose transfer of employment required a Governmental Entity's or other Third Party's authorization, approval or consent (including in connection with a visa or work permit) where such authorization, approval or consent is obtained and such transfer of employment occurs within six (6) months after the Distribution Date;
- (c) unless otherwise required by applicable Law, any employee who was on an approved long-term or short-term disability leave on the Distribution Date and who returns to active service within eighteen (18) months after the Distribution Date (or such other period required by applicable Law), with such transfer occurring immediately upon the employee returning to active service); or
- (d) any employee who transfers employment before, or at the expiration of, the applicable period of the Transition Services Agreement under which such employee provides services, as mutually determined between TFMC and TEN.
- (e) Notwithstanding anything herein to the contrary, no employee will be considered a Delayed Transfer Employee unless the mutual agreement with respect to, and the Delayed Transfer Date of, the Delayed Transfer Employee occurs on or before the end of the maximum period during which the transfer is permitted to occur, as detailed above.



2.4 Collective Bargaining Agreements.

(a) Unless otherwise required by applicable local Law, the Parties agree that if Employees are being transferred into a newly formed entity pursuant to this Article 2, then (a) the Collective Bargaining Agreements that are applicable to any such TEN Employees will have effect after the applicable Employment Transfer Date as if originally made between such TEN Entity (or a union, works council, or trade organization of which a TEN Group entity is a member) and the other parties to the Collective Bargaining Agreement, subject to the terms of such Collective Bargaining Agreement, and (ii) the Collective Bargaining Agreements that are applicable to any such TFMC Employees will have effect after the Employment Transfer Date as if originally made between a TFMC Entity (or a union, works council, or trade organization of which a TFMC Group entity is a member) and the other parties to the Collective Bargaining Agreement, subject to the terms of such Collective Bargaining Agreement.

(b) To the extent required by applicable local Law or any applicable Collective Bargaining Agreement, the parties shall cooperate and consult in good faith to provide notice, engage in consultation, and take any similar action which may be required on its part in connection with the Separation.

2.5 Employment Agreements. Unless otherwise required by applicable local Law, effective as of the applicable Employment Transfer Date, (a) a TEN Entity will assume and be solely responsible for any Employment Agreement to which a TEN Employee transferred under this Article II is a party (a "TEN Employment Agreement"), as if originally made between the TEN Group, and the TFMC Group will have no Liabilities or other obligations with respect thereto and (b) TFMC or a TFMC Entity will assume and be solely responsible for any Employment Agreement to which a TFMC Employee transferred under this Article II is a party (a "TFMC Employment Agreement"), as if originally made between the TFMC Group and the TEN Group will have no Liabilities or other obligations with respect thereto.

2.6 Transfer and Termination Liabilities. Notwithstanding Section 5.1(a) or Section 5.1(b):

(a) With respect to any severance, end of service, jubilee, payout of accrued vacation or other paid-time off or other benefits owed to any TFMC Employee or Former TFMC Employee required as a result of the transfer of his or her employment contemplated by this Article II or other termination of employment occurring before, on or after the Distribution Date (the "TFMC Severance Benefits"), the TFMC Group and the applicable TFMC Benefit Plans will be solely responsible for all such TFMC Severance Benefits.

(b) With respect to any severance, end or service, jubilee, payout of accrued vacation or other paid-time off or other benefits owed to any TEN Employee or Former TEN Employee required as a result of the transfer of employment of his or her employment contemplated by this Article II or a termination of employment occurring before, on or after to the Distribution Date (the "TEN Severance Benefits"), the TEN Group and the applicable TEN Spinoff Benefit Plans will be solely responsible for all such TEN Severance Benefits.

ARTICLE III.  
SERVICE CREDIT

3.1 Service Credit for Employee Transfers. To the extent not already required by applicable Law, the following service crediting rules will apply:

(a) From and after the Employment Transfer Date, in the case of all TEN Benefit Plans, TEN will, and will cause its Affiliates to, provide credit under the TEN Benefit Plans to each TEN Employee (and Former TEN Employee, if applicable) for all service with the TFMC Group prior to the applicable Employment Transfer Date, as applicable, including for purposes of eligibility, vesting, and benefit service under the appropriate TEN Benefit Plans in which the TEN Employee (and Former TEN Employee, if applicable) is eligible to participate, subject to the terms of the applicable TEN Benefit Plans, to the extent recognized by the TFMC Group under an analogous TFMC Benefit Plan prior to the applicable Employment Transfer Date; provided, however, that service will not be recognized to the extent that such recognition would result in the duplication of benefits taking into account both TFMC Benefit Plans and TEN Benefit Plans.

(b) From and after the Employment Transfer Date, in the case of all TFMC Benefit Plans, TFMC will, and will cause its Affiliates to, provide credit under the TFMC Benefit Plans to each TFMC Employee (and Former TFMC Employee, if applicable) for all service with the TEN Group prior to the Employment Transfer Date, including for purposes of eligibility, vesting, and benefit service under the appropriate TFMC Benefit Plans in which the TFMC Employee (and Former TFMC Employee, if applicable) is eligible to participate, subject to the terms of the applicable TFMC Benefit Plans, to the extent recognized by the TEN Group under an analogous TEN Benefit Plan prior to the applicable Employment Transfer Date; provided, however, that service will not be recognized to the extent that such recognition would result in the duplication of benefits taking into account both TFMC Benefit Plans and TEN Benefit Plans.

(c) Except with respect to Delayed Transfer Employees, with respect to any employee hired after the Distribution Date, unless required by Law (i) the Benefit Plans of the TEN Group for employees hired by the TEN Group will not recognize such employee's service with the TFMC Group (if any) and (ii) the Benefit Plans of the TFMC Group for employees hired by the TFMC Group will not recognize such employee's service with the TEN Group (if any).

ARTICLE IV.  
VACATION, PAID TIME OFF AND BONUSES

4.1 Vacation and Paid Time Off. Except to the extent not permitted by applicable Law or paid out as provided in Section 2.6, the TFMC Group will assume or retain, as applicable, responsibility for accrued paid vacation and other paid time off attributable to TFMC Employees as of the Employment Transfer Date. Except to the extent not permitted by applicable Law or paid out as provided in Section 2.6, the TEN Group will assume or retain, as applicable, responsibility for accrued paid vacation and other paid time off attributable to TEN Employees as of the Employment Transfer Date.

4.2 Annual Bonuses. For 2021 TFMC will establish performance goals for the period occurring prior to the Distribution Date, and for the period following the Distribution Date each of the TFMC Group and the TEN Group will be responsible for establishing the performance goals applicable to their respective employees. TFMC Group will be responsible for paying any annual bonus for its employees for each of the 2021 performance periods and the TEN Group will be responsible for paying any annual bonus for its employees for each of the 2021 performance periods.

ARTICLE V.  
BENEFIT PLANS GENERALLY AND RETIREMENT BENEFITS

5.1 Benefit Plans Generally.

(a) Except as otherwise specifically provided in this Employee Matters Agreement or on a Country Schedule, on the relevant Employment Transfer Date, a TEN Entity will assume all or a portion of the obligations under the TFMC Benefit Plans solely to the extent applicable to the TEN Employees and Former TEN Employees and all associated Assets and Liabilities therewith. TEN will cause the TEN Group to assume such portion of the TFMC Plans or to otherwise apply the terms of such TFMC Benefit Plans on and after the relevant Employment Transfer Date to TEN Employees or Former TEN Employees for such time as permitted or required under applicable Law.

(b) Except as otherwise specifically provided in this Employee Matters Agreement or on a Country Schedule, on the relevant Employment Transfer Date, a TFMC Entity will assume all or a portion of the obligations under the TEN Benefit Plans solely to the extent applicable to the TFMC Employees and Former TFMC Employees and all associated Assets and Liabilities therewith. TFMC will cause the TFMC Group to assume such portion of the TEN Plans or apply the terms of such TEN Benefit Plans on or after the relevant Employment Transfer Date to TFMC Employees or Former TFMC Employees for such period of time as permitted or required under applicable Law.

5.2 Retirement Plans.

(a) Spinoff Plans Generally.

(i) Except as provided in Section 5.2(f), effective as of the relevant Plan Split Date, TEN or another member of the TEN Group will adopt and establish retirement plans, and, if applicable, any related trust (such plans and trusts, the "TEN Spinoff Retirement Plans") with terms and features (including employer contribution provisions) that are substantially similar to the retirement Benefit Plans maintained by a TFMC Entity for the benefit of TEN Employees and Former TEN Employees (such Benefit Plans, the "Split TFMC Retirement Plans") such that (for the avoidance of doubt) each Split TFMC Retirement Plan is substantially replicated to a corresponding TEN Spinoff Retirement Plan. A TEN Entity will be solely responsible for taking all necessary, reasonable, and appropriate actions to establish, maintain and administer the TEN Spinoff Retirement Plans so that they comply with applicable Laws. Each TEN Spinoff Retirement Plan will assume all Liabilities relating to benefits accrued or earned (whether or not vested) by TEN Employees and Former TEN Employees under the corresponding Split TFMC Retirement Plan as of the Plan Split Date or Delayed Transfer Date, if applicable.

(ii) Except as provided in Section 5.2(f), effective as of the relevant Plan Split Date, TFMC or another member of the TFMC Group will adopt and establish retirement plans, and, if applicable, any related trust (such plans and trusts, the “TFMC Spinoff Retirement Plans”) with terms and features (including employer contribution provisions) that are substantially similar to the retirement Benefit Plans maintained by a TEN Entity for the benefit of TFMC Employees and Former TFMC Employees (such Benefit Plans, the “Split TEN Retirement Plans”) such that (for the avoidance of doubt) each Split TEN Retirement Plan is substantially replicated by a corresponding TFMC Spinoff Retirement Plan. A TFMC Entity will be solely responsible for taking all necessary, reasonable, and appropriate actions to establish, maintain and administer the TFMC Spinoff Retirement Plans so that they comply with applicable Laws. Each TFMC Spinoff Retirement Plan will assume all Liabilities for all benefits accrued or earned (whether or not vested) by TFMC Employees and Former TFMC Employees under the corresponding Split TEN Retirement Plan as of the Plan Split Date or Delayed Transfer Date, if applicable.

(b) Asset Transfers and Assumption of Liabilities.

(i) On or as soon as reasonably practicable following the applicable Plan Split Date or Delayed Transfer Date for any TEN Transferees (but not later than thirty (30) days thereafter), TFMC or another member of the TFMC Group will cause each Split TFMC Retirement Plan to transfer to the applicable TEN Spinoff Retirement Plan, and TEN or another member of the TEN Group will cause such TEN Spinoff Retirement Plan to accept the transfer of, the accounts, related Liabilities and any related Assets in such Split TFMC Retirement Plan attributable to TEN Employees, Former TEN Employees, TEN Transferees and their respective Plan Payees, as set forth on the applicable Country Schedule.

(ii) On or as soon as reasonably practicable following the applicable Plan Split Date or Delayed Transfer Date for any TFMC Transferees (but not later than thirty (30) days thereafter), a TEN Entity will cause each Split TEN Retirement Plan to transfer to the applicable TFMC Spinoff Retirement Plan and TFMC or another member of the TFMC Group will cause such TFMC Spinoff Retirement Plan to accept the transfer of the accounts, related Liabilities, and related Assets in the corresponding TFMC Spinoff Retirement Plan attributable to any TFMC Employees, Former TFMC Employees, TFMC Transferees and their respective Plan Payees, as set forth on the applicable Country Schedule.

(iii) The transfer of any Assets under this Section 5.2(b) will be in cash or in-kind (as determined by the transferor) and, if relevant include outstanding loan balances.

(c) Liabilities.

(i) From and after the Distribution Date, TEN and the TEN Group will be solely and exclusively responsible for all obligations and Liabilities with respect to, or related to, benefits under the TEN Spinoff Retirement Plans, whether accrued before, on or after the Distribution Date.

(ii) From and after the Distribution Date, TFMC and the TFMC Group will be solely and exclusively responsible for all obligations and Liabilities with respect to, or related to, benefits under the TFMC Spinoff Retirement Plans, whether accrued before, on or after the Distribution Date.

(d) Continuation of Elections.

(i) As of the applicable Plan Split Date, or Delayed Transfer Date for TEN Transferees, the parties will cooperate in good faith to cause the TEN Spinoff Retirement Plans to recognize and maintain all elections (to the extent still applicable and reasonable), including investment and payment form elections, beneficiary designations, and the rights of alternate payees under qualified domestic relations orders with respect to TEN Employees, Former TEN Employees and their respective Plan Payees under the corresponding Split TFMC Retirement Plan, subject to the terms of the applicable TEN Spinoff Retirement Plans.

(ii) As of the applicable Plan Split Date, or Delayed Transfer Date for TFMC Transferees, the parties will cooperate in good faith to cause the TFMC Spinoff Retirement Plans to recognize and maintain all elections (to the extent still applicable and reasonable), including investment and payment form elections, beneficiary designations, and the rights of alternate payees under qualified domestic relations orders with respect to TFMC Employees and their respective Plan Payees under the corresponding Split TEN Retirement Plan, subject to the terms of the applicable TFMC Spinoff Retirement Plans.

(e) Contributions Due.

(i) All amounts payable to the Split TFMC Retirement Plans with respect to employee deferrals, matching contributions and employer contributions for TEN Employees and Former TEN Employees relating to a time period ending on or prior to the Plan Split Date (or, for TEN Transferees, the applicable Delayed Transfer Date), determined in accordance with the terms and provisions of the Split TFMC Retirement Plans and applicable Law, will be paid by TEN or another member of the TEN Group to the appropriate Split TFMC Retirement Plan.

(ii) All amounts payable to the Split TEN Retirement Plans with respect to employee deferrals, matching contributions and employer contributions for TFMC Employees and Former TFMC Employees relating to a time period ending on or prior to the Plan Split Date (or, for TFMC Transferees, the applicable Delayed Transfer Date), determined in accordance with the terms and provisions of the Split TEN Retirement Plans and applicable Law, will be paid by TFMC or another member of the TFMC Group to the appropriate Split TEN Retirement Plan.

(f) Notwithstanding Section 5.1 or Section 5.2(a) or anything in this Employee Matters Agreement to the contrary, or as otherwise required by applicable Law, TFMC will retain all Liabilities with respect to all Employees under the FMC Technologies Pension Plan and the FMC Technologies Inc. Employees' Retirement Program, and the TEN Group shall not have any Liability or obligations with respect thereto.

5.3 No Distributions on Separation. TFMC and TEN acknowledge that neither the Distribution nor any of the other transactions contemplated by this Employee Matters Agreement (including the split of certain plans as of the Plan Split Date), the Separation Agreement, or the other Ancillary Agreements will trigger a payment or distribution of compensation under any Benefit Plan that is not a tax-qualified retirement plan for any TFMC Employee, TEN Employee, Former TFMC Employee or Former TEN Employee (or any applicable Plan Payee thereof) and, consequently, that the payment or distribution of any compensation to which any TFMC Employee, TEN Employee, Former TFMC Employee or Former TEN Employee (or any applicable Plan Payee thereof) is entitled under any such Benefit Plan will occur upon such individual's separation from service from the TFMC Group or the TEN Group, as applicable, or at such other time as specified in the applicable Benefit Plan.

ARTICLE VI  
CERTAIN WELFARE BENEFIT PLAN MATTERS

6.1 Spinoff Welfare Plans.

(a) Effective as of the applicable Plan Split Date (or the applicable Delayed Transfer Date with respect to any TEN Transferee), a TEN Entity will provide all welfare benefits required under applicable Law to TEN Employees and, if necessary, establish certain welfare benefit plans (such plans, the "TEN Spinoff Welfare Plans") having terms and features (including benefit coverage options and employer contribution provisions) that are substantially similar to one of the corresponding TFMC Benefit Plans provided to TEN Employees or Former TEN Employees, to the extent applicable (such TFMC Benefit Plans, the "Split TFMC Welfare Plans"), such that (for the avoidance of doubt) each Split TFMC Welfare Plan is substantially replicated by a TEN Spinoff Welfare Plan, except as otherwise provided on a Country Schedule. From and after the Plan Split Date or Delayed Transfer Date, as applicable, TEN will cause each TEN Spinoff Welfare Plan to cover those TEN Employees, Former TEN Employees and their Plan Payees who immediately prior to the Plan Split Date or Delayed Transfer Date were participating in, or entitled to present or future benefits under, the corresponding Split TFMC Welfare Plan. Effective as of the Plan Split Date or Delayed Transfer Date, TFMC will cause TEN Employees (and Former TEN Employees, if applicable) and their Plan Payees to cease to be covered by the TFMC Welfare Plans (including the Split TFMC Welfare Plans), except as otherwise provided in the Transition Services Agreement.

(b) Effective as of the applicable Plan Split Date (or the applicable Delayed Transfer Date with respect to any TFMC Transferee), a TFMC Entity will provide all welfare benefits required under applicable Law to TFMC Employees and, if necessary, establish certain welfare benefit plans (such plans, the “TFMC Spinoff Welfare Plans”) having terms and features (including benefit coverage options and employer contribution provisions) that are substantially similar to one of the corresponding TEN Benefit Plans provided to TFMC Employees or Former TFMC Employees (such TEN Benefit Plans, the “Split TEN Welfare Plans”), such that (for the avoidance of doubt) each Split TEN Welfare Plan is substantially replicated by a TFMC Spinoff Welfare Plan, except as otherwise provided on a Country Schedule. From and after the Plan Split Date or Delayed Transfer Date, as applicable, TFMC will cause each TFMC Spinoff Welfare Plan to cover those TFMC Employees, TFMC Former Employees and their Plan Payees who immediately prior to the Plan Split Date or Employment Transfer Date were participating in, or entitled to present or future benefits under, the corresponding Split TEN Welfare Plan. Effective as of the Plan Split Date or Employment Transfer Date, TEN will cause TFMC Employees (and Former TFMC Employees, if applicable) and their Plan Payees to cease to be covered by the TEN Welfare Plans (including the Split TEN Welfare Plans), except as otherwise provided in the Transition Services Agreement.

6.2 Welfare Claims.

(a) The TFMC Group and the TFMC Spinoff Welfare Plans will be solely responsible for all claims incurred by TFMC Employees, TFMC Former Employees and their Plan Payees under the TFMC Spinoff Welfare Plans and Split TEN Welfare Plans (except with respect to TEN Severance Benefits, which are covered by Section 2.6(a) or as otherwise provided in the Transition Services Agreement) (“TFMC Welfare Claims”), whether incurred before, on or after the Plan Split Date or Delayed Transfer Date, but only to the extent such claims are not otherwise payable under an insurance policy held by the TEN Group. To the extent any TFMC Welfare Claims are payable under an insurance policy held by the TEN Group, TEN will take all commercially reasonable actions necessary to process such claim and obtain payment under the applicable insurance policy.

(b) The TEN Group and the TEN Spinoff Welfare Plans will be solely responsible for all claims incurred by TEN Employees, TEN Former Employees, as applicable and their Plan Payees under the TEN Spinoff Welfare Plans and Split TFMC Welfare Plans (except with respect to TFMC Severance Benefits, which is covered by Section 2.6(b), or as otherwise provided in the Transition Services Agreement) (“TEN Welfare Claims”), whether incurred before, on or after the Plan Split Date or Delayed Transfer Date, but only to the extent such claims are not otherwise payable under an insurance policy held by the TFMC Group. To the extent any TEN Welfare Claims are payable under an insurance policy held by the TFMC Group, TFMC will take all commercially reasonable actions necessary to process such claim and obtain payment under the applicable insurance policy.

(c) For purposes of this Article VI, a claim will be deemed “incurred” on (i) the date that the event that gives rise to the claim occurs for purposes of life insurance, severance, sickness, accident, disability and hospitalization programs, and (ii) the date that treatment or services are provided for purposes of health care programs other than hospitalization.

6.3 Continuation of Elections.

(a) As of the Plan Split Date, or, if later, the applicable Employment Transfer Date, TEN will cause the TEN Spinoff Welfare Plans to recognize elections and designations (including all coverage and contribution elections and beneficiary designations, all continuation coverage and conversion elections, and all qualified medical child support orders and other orders issued by courts of competent jurisdiction) in effect with respect to TEN Employees (or Former TEN Employees and Plan Payees, if applicable) prior to the Plan Split Date or Employment Transfer Date, as applicable, under the corresponding Split TFMC Welfare Plan, to the extent such elections and designations and orders are applicable to such Split TFMC Welfare Plan, and apply and maintain in force comparable elections and designations and orders under the TEN Spinoff Welfare Plans for the remainder of the period or periods for which such elections or designations are by their original terms effective, in each case, subject to the terms of the applicable TEN Spinoff Welfare Plans.

(b) As of the Plan Split Date, or Employment Transfer Date, TFMC will cause the TFMC Spinoff Welfare Plans to recognize elections and designations (including all coverage and contribution elections and beneficiary designations, all continuation coverage and conversion elections, and all qualified medical child support orders and other orders issued by courts of competent jurisdiction) in effect with respect to TFMC Employees (or Former TFMC Employees and Plan Payees, if applicable) prior to the Plan Split Date, or Employment Transfer Date, under the corresponding Split TEN Welfare Plan, to the extent such elections and designations and orders are applicable to such Split TEN Welfare Plan, and apply and maintain in force comparable elections and designations and orders under the TFMC Spinoff Welfare Plans for the remainder of the period or periods for which such elections or designations are by their original terms effective, in each case, subject to the terms of the applicable TFMC Spinoff Welfare Plans.

6.4 Deductibles, Cost-Sharing Provisions, and Coverage Maximums.

(a) As of the Plan Split Date, or, if later, the applicable Employment Transfer Date, TEN will use commercially reasonable efforts to cause the TEN Spinoff Welfare Plans to recognize all amounts applied to deductibles, co-payments and out-of-pocket maximums with respect to TEN Employees (and Former TEN Employees and Plan Payees, if applicable) under the corresponding Split TFMC Welfare Plan during the plan year in which the Distribution or Delayed Transfer Date occurs, to the same extent recognized under the corresponding Split TFMC Welfare Plan prior to the Plan Split Date or the applicable Employment Transfer Date, and the TEN Spinoff Welfare Plans will not impose any limitations on coverage for preexisting conditions other than such limitations as were applicable under the corresponding Split TFMC Welfare Plan prior to the Plan Split Date or the applicable Employment Transfer Date. As of the Plan Split Date, or, if later, the applicable Employment Transfer Date, TEN will use commercially reasonable efforts to cause the TEN Spinoff Welfare Plans to recognize all amounts (e.g., days or dollars) accrued towards coverage maximums with respect to TEN Employees (and Former TEN Employees, if applicable) under the corresponding Split TFMC Welfare Plan during the plan year in which the Plan Split Date or Employment Transfer Date occurs, to the same extent recognized under the corresponding Split TFMC Welfare Plan prior to the Plan Split Date or the applicable Employment Transfer Date.



(b) As of the Plan Split Date, or Employment Transfer Date, TFMC will use commercially reasonable efforts to cause the TFMC Spinoff Welfare Plans to recognize all amounts applied to deductibles, co-payments and out-of-pocket maximums with respect to TFMC Employees (and Former TFMC Employees and Plan Payees, if applicable) and their under the corresponding Split TEN Welfare Plan during the plan year in which the Distribution or Employment Transfer Date occurs, to the same extent recognized under the corresponding Split TEN Welfare Plan prior to the Plan Split Date or the applicable Employment Transfer Date, and the TFMC Spinoff Welfare Plans will not impose any limitations on coverage for preexisting conditions other than such limitations as were applicable under the corresponding Split TEN Welfare Plan prior to the Plan Split Date or the applicable Employment Transfer Date. As of the Plan Split Date, or, if later, the applicable Employment Transfer Date, TFMC will use commercially reasonable efforts to cause the TFMC Spinoff Welfare Plans to recognize all amounts (e.g., days or dollars) accrued towards coverage maximums with respect to TFMC Employees (and Former TFMC Employees, if applicable) under the corresponding Split TEN Welfare Plan during the plan year in which the Plan Split Date or Employment Transfer Date occurs, to the same extent recognized under the corresponding Split TEN Welfare Plan prior to the Plan Split Date or the applicable Employment Transfer Date.

6.5 Workers' Compensation. If a workers' compensation claim relating to an employee transferred under Section 2 is insured, then the party holding the insurance (the "Insured Party") that covers such workers' compensation claim will be responsible for such claim, regardless of when the Workers' Compensation Events to which such claims relate occurred. To the extent any such Losses are payable under an insurance policy held by the Insured Party, then the Insured Party will use reasonable best efforts to take all actions necessary to obtain payment of such Losses under the applicable insurance policy. The Insured Party will have sole authority for administering, making decisions with respect to, and paying covered workers' compensation claims with respect to Workers' Compensation Events occurring before the Employment Transfer Date, subject to the prior consent of the other Party, which consent shall not be unreasonably withheld. The consent described in the immediately preceding sentence will be evidenced in writing with respect to any decision relating to (a) the settlement of a workers' compensation claim, (b) the designation of an "allowed condition," or (c) the administration of ongoing litigation. The other Party will, and will cause any other Affiliate (and each of their respective successors and assigns) to, jointly and severally indemnify, defend and hold harmless the Insured Party and each of the Insured Party's Affiliates and each of their respective successors and assigns from and against any and all Losses incurred arising out of or in connection with a workers' compensation claim in excess of those covered by the insurance policy and relating to Workers' Compensation Events occurring prior to the Employment Transfer Date by its respective employees or former employees (i.e., if TEN is the Insured Party, TFMC will indemnify TEN and its Affiliates for TFMC Employees and Former TFMC Employees, and if TFMC is the Insured Party, TEN will indemnify TFMC and its Affiliates for TEN Employees and Former TEN Employees). If any workers' compensation claim is not insured, then such claim will be treated as an employment related litigation claim under Section 1.4.

ARTICLE VII  
TECHNIPFMC EQUITY COMPENSATION AWARDS

7.1 Outstanding TFMC Equity Compensation Awards.

(a) Effective immediately prior to the Distribution, subject to the terms of this Article VII (including Section 7.6), each TFMC Equity Compensation Award that is held by a TFMC Participant and is outstanding as of immediately prior to the Distribution will be adjusted as follows:

(i) TFMC Time-Based RSUs held by each TFMC Participant will be adjusted, effective as of the Distribution Date and immediately prior to the Distribution, pursuant to the adjustment provisions of the TFMC LTIP, to be Adjusted TFMC Time-Based RSUs. Subject to the adjustment provisions of the TFMC LTIP, the Adjusted TFMC Time-Based RSUs will be subject to substantially similar vesting and payment terms that were applicable to the respective TFMC Time-Based RSUs immediately prior to the Distribution Date. The number of such Adjusted TFMC Time-Based RSUs that will be held by each such TFMC Participant immediately following such adjustment will be equal to the product (rounded down to the nearest whole unit) of (A) the number of such TFMC Time-Based RSUs held by such TFMC Participant immediately prior to the Distribution and (B) the TFMC Adjustment Ratio.

(ii) TFMC Performance-Based RSU held by each TFMC Participant will be adjusted, effective as of the Distribution Date and immediately prior to the Distribution, pursuant to the adjustment provisions of the applicable TFMC LTIP, to be Adjusted TFMC Performance-Based RSUs. Subject to the adjustment provisions of the TFMC LTIP, the Adjusted TFMC Performance-Based RSUs will be subject to substantially similar vesting and payment terms that were applicable to the respective TFMC Performance-Based RSUs immediately prior to the Distribution Date, except that each Adjusted TFMC Performance-Based RSU granted in 2019 and 2020 will be modified to remove all performance-based vesting conditions (such that each Adjusted TFMC Performance-Based RSU granted in 2019 and 2020 will vest following the Distribution Date solely upon the satisfaction of time-based vesting conditions). The number of such Adjusted TFMC Performance-Based RSUs that will be held by each such TFMC Participant immediately following such adjustment will be equal to the product (rounded down to the nearest whole unit) of (A) the target number of such TFMC Performance-Based RSUs held by such TFMC Participant immediately prior to the Distribution and (B) the TFMC Adjustment Ratio.

(iii) TFMC Options, whether vested or unvested, held by each TFMC Participant will be adjusted, effective as of the Distribution Date and immediately prior to the Distribution, pursuant to the adjustment provisions of the TFMC LTIP, to be Adjusted TFMC Options. Subject to the adjustment provisions of the TFMC LTIP, the Adjusted TFMC Options will be subject to substantially similar vesting, exercise and payment terms that were applicable to the respective TFMC Options immediately prior to the Distribution Date. The number of such Adjusted TFMC Options that will be held by each such TFMC Participant will be equal to the product (rounded down to the nearest whole share) of (A) the number of such TFMC Options held by such TFMC Participant immediately prior to the Distribution and (B) the TFMC Adjustment Ratio. The exercise price per Adjusted TFMC Option will be equal to the quotient (rounded up to the nearest whole cent) of (I) the exercise price of the respective TFMC Option *divided by* (II) the TFMC Adjustment Ratio.

(b) Effective immediately prior to the Distribution, subject to the terms of this Article VII (including Section 7.6), each TFMC Equity Compensation Award that is held by a TEN Participant and is outstanding as of immediately prior to the Distribution will be adjusted as follows:

(i) After giving effect to Section 7.6, each TFMC Time-Based RSU held by each TEN Participant will be cancelled for no consideration on the Distribution Date. On or as soon as practicable following the Distribution, TEN shall grant to each TEN Participant whose TFMC Time-Based RSUs were cancelled TEN Time-Based RSUs equal to the product (rounded down to the nearest whole unit) of (A) the number of such TFMC Time-Based RSUs held by such TEN Participant immediately prior to the Distribution Date and (B) the TEN Adjustment Ratio. The TEN Time-Based RSUs granted under this Section 7.1(b)(i) will be subject to substantially similar vesting and payment terms (subject to any changes made by TEN that are consistent with the TEN LTIP and that do not otherwise require participant consent) that were applicable to the corresponding TFMC Time-Based RSUs immediately prior to the Distribution Date.

(ii) After giving effect to Section 7.6, each TFMC Performance-Based RSU held by each TEN Participant will be cancelled for no consideration on the Distribution Date. On or as soon as practicable following the Distribution, TEN will grant TEN RSUs (either as TEN Time-Based RSUs or TEN Performance-Based RSUs as described below) to each TEN Participant whose TFMC Performance-Based RSUs were cancelled with the number of such TEN RSUs equal to the product (which will be rounded down to the nearest whole unit) of (A) the target number of such TFMC Performance-Based RSUs held by such TEN Participant immediately prior to the Distribution and (B) the TEN Adjustment Ratio. Each TEN RSU granted under this Section 7.1(b)(ii) in replacement of TFMC Performance Based RSUs granted in 2019 and 2020 will be granted as a TEN Time-Based RSU which will vest solely upon the satisfaction of the service or time-based vesting conditions and will have payment terms (subject to any changes made by TEN that are consistent with the TEN LTIP and that do not otherwise require participant consent) that were applicable to the corresponding TFMC Performance-Based RSUs immediately prior to the Distribution Date. Each TEN RSU granted under this Section 7.1(b)(ii) that is not in replacement of TFMC Performance Based RSUs granted in 2019 and 2020 will be granted as a TEN Performance-Based RSU, subject to substantially similar vesting and payment terms (subject to any changes made by TEN that are consistent with the TEN LTIP and that do not otherwise require participant consent) that were applicable to the corresponding TFMC Performance-Based RSUs immediately prior to the Distribution Date.

(iii) Each TFMC Option that is vested as of immediately prior to the Distribution (after giving effect to Section 7.6) and is held by a TEN Participant will be adjusted, effective as of the Distribution Date and immediately prior to the Distribution, pursuant to the adjustment provisions of the TFMC LTIP, to be Adjusted TFMC Options. The Adjusted TFMC Options will be subject to substantially similar exercise and payment terms that were applicable to the respective TFMC Options immediately prior to the Distribution Date. The number of such Adjusted TFMC Options that will be held by each such TEN Participant will be equal to the product (rounded down to the nearest whole share) of (A) the number of vested TFMC Options held by such by a TEN Participant immediately prior to the Distribution and (B) the TFMC Adjustment Ratio. The exercise price per Adjusted TFMC Option will be equal to the quotient (rounded up to the nearest whole cent) of (I) the exercise price of the respective TFMC Option *divided by* (II) the TFMC Adjustment Ratio. From and after the Distribution, each of TFMC and TEN shall cooperate in good faith to facilitate the orderly administration of the Adjusted TFMC Options held by TEN Participants, including, without limitation, the sharing of information relating to tax withholding, remittance and reporting and compliance with applicable Law.

(iv) Each TFMC Option held by a TEN Participant that is not vested on the Distribution Date will be cancelled for no consideration on the Distribution Date. On or as soon as practicable following the Distribution, TEN will grant TEN Options to each TEN Participant whose TFMC Options were cancelled with the number of such TEN Options to be equal to the product (rounded down to the nearest whole share) of (A) the number of unvested TFMC Options held by such TEN Participant immediately prior to the Distribution and (B) the TEN Adjustment Ratio. The exercise price per TEN Option will be equal to the quotient (rounded up to the nearest whole cent) of (I) the exercise price of the respective TFMC Option *divided by* (II) the TEN Adjustment Ratio. The TEN Options will be subject to substantially similar vesting and payment terms (subject to any changes made by TEN that are consistent with the TEN LTIP and that do not otherwise require participant consent) that were applicable to the respective TFMC Options immediately prior to the Distribution Date.

(v) Each TFMC Time-Based RSU held by each TEN Director will be cancelled for no consideration on the Distribution Date. As soon as practical following the Distribution, TEN shall grant each TEN Director TEN Time-Based RSUs in accordance with TEN's director remuneration policy in payment of all director equity grants for service to both TEN and TFMC in 2021. Each TFMC Vested Director RSU will be settled either (a) after a period of one (1) to ten (10) years from the grant date or (b) upon the applicable TEN Director's separation of service from the TFMC board, as previously elected by the applicable TEN Director in accordance with the terms of the TFMC Vested Director RSUs.

(c) Prior to the Distribution Date, TEN will establish equity compensation plans, including the TEN LTIP, so that upon the Distribution, TEN will have in effect an equity compensation plan that allows grants of equity compensation awards subject to substantially the same terms as those that apply to the applicable TFMC Equity Compensation Awards (including the TEN Time-Based RSUs and TEN Options, as contemplated by Section 7.1(b) above). From and after the Distribution Date, each TEN Equity Compensation Award will be subject to the terms of the applicable TEN equity compensation plan, the award agreement and such other applicable writings governing such TEN Equity Compensation Award and any Employment Agreement to which the applicable holder is a party. From and after the Distribution Date, (i) TEN will retain, pay, perform, fulfill and discharge all Liabilities arising out of or relating to the TEN Equity Compensation Awards, which will constitute TEN Employee Liabilities for purposes of this Employee Matters Agreement, and (ii) TFMC will retain, pay, perform, fulfill and discharge all Liabilities arising out of or relating to the TFMC Equity Compensation Awards, which will constitute TFMC Employee Liabilities for purposes of this Employee Matters Agreement.

7.2 Conformity with Laws. Notwithstanding anything to the contrary in this Employee Matters Agreement, (i) to the extent any of the provisions in this Article VII (or any equity award described herein) do not conform with applicable Laws (including provisions for the collection of withholding taxes), such provisions shall be modified to the extent necessary to conform with such Laws in such manner as is equitable and to preserve the intent hereof, as determined by the parties in good faith, and (ii) the provisions of this Article VII may be modified, as mutually agreed by the parties, to the extent necessary to avoid undue cost or administrative burden arising out of the application of this Article VII to awards subject to Laws.

7.3 Tax Withholding and Reporting.

(a) Except as otherwise required by applicable Law, the appropriate member of the TFMC Group will be responsible for all payroll taxes, withholding and reporting with respect to TFMC Equity Compensation Awards held by TFMC Employees, Former TFMC Employees, TEN Employees and Former TEN Employees. Except as otherwise required by applicable Law, the appropriate member of the TEN Group will be responsible for all payroll taxes, withholding and reporting with respect to TEN Equity Compensation Awards held by TEN Employees.

(b) If TFMC or TEN determines in its reasonable judgment that any action required under this Article VII will not achieve the intended tax, accounting and legal results, including, without limitation, the intended results under Code Section 409A or FASB ASC Topic 718 – Stock Compensation, then at the request of TFMC or TEN, as applicable, TFMC and TEN will mutually cooperate in taking such actions as are necessary or appropriate to achieve such results, or most nearly achieve such results if the originally-intended results are not fully attainable.

(c) Tax deductions with respect to TFMC Equity Compensation Awards and TEN Equity Compensation Awards will be allocated in accordance with the Tax Matters Agreement.

7.4 Employment Treatment.

(a) On the Distribution Date each TEN Employee and Former TEN Employee, other than a TEN Transferee will be deemed to have terminated employment with the TFMC Group and will cease vesting in any TFMC Equity Compensation Award. For purposes of this Article VII only, if an individual is a TEN Transferee, such individual's employment will be considered to have terminated his or her employment on his or her Delayed Transfer Date.

(b) If, after the Distribution Date, TFMC or TEN identifies an administrative error in the individuals identified as holding TFMC Equity Compensation Awards and TEN Equity Compensation Awards, the amount of such awards so held, the forfeiture of any such awards, vesting level of such awards, or any other similar error, TFMC and TEN will mutually cooperate in taking such actions as are necessary or appropriate to place, as nearly as reasonably practicable, the individual and TFMC and TEN in the position in which they would have been had the error not occurred.

7.5 Registration. TEN will register the TEN Shares relating to the TEN Equity Compensation Awards and make any necessary filings with the appropriate Governmental Entities as required under securities Laws.

7.6 Accelerated Vesting. Notwithstanding anything herein to the contrary, each TFMC Time-Based RSU and TFMC Performance-Based RSU that (i) would otherwise vest within one (1) year following the Distribution Date that is not a Section 409A Award, and (ii) that is held by (A) any TFMC Participant, other than TFMC Participants who are members of the Board of Directors of TFMC or a TFMC Executive Leadership Team member, or (B) a TEN Participant or TEN Director, shall accelerate and vest in full prior to or on the Distribution Date, with the number of TFMC Performance-Based RSUs vesting measured based on the level of achievement realized against the performance criteria applicable to TFMC Performance-Based RSUs immediately prior to such acceleration.

ARTICLE VIII.  
BENEFIT PLAN TRANSITION SERVICES,  
BENEFIT PLAN THIRD-PARTY CLAIMS

8.1 General Principles. From and after the Distribution Date, any services that a TEN Entity will provide to the members of the TFMC Group or that a TFMC Entity will provide to the members of the TEN Group relating to any Benefit Plans will be set forth in the Transition Services Agreements (and, to the extent provided therein, a TEN Entity or a TFMC Entity will provide administrative services referred to in this Employee Matters Agreement).

8.2 Benefit Plan Third-Party Claims. Any Third-Party Claim relating to the matters addressed in this Employee Matters Agreement shall be governed by the applicable provisions of the Separation Agreement.

ARTICLE IX.  
INDEMNIFICATION

9.1 Indemnification. All TEN Employee Liabilities or any other Liabilities retained or assumed by or allocated to TEN or the TEN Group pursuant to this Employee Matters Agreement will be deemed to be Liabilities for which the TFMC Indemnitees shall be indemnified pursuant to Section 3.3 of the Separation Agreement, and all TFMC Employee Liabilities or any other Liabilities retained or assumed by or allocated to TFMC or the TFMC Group pursuant to this Employee Matters Agreement will be deemed to be Liabilities for which the TEN Indemnitees shall be indemnified by TFMC pursuant to Section 3.2 of the Separation Agreement. This indemnification shall be governed by the applicable indemnification terms of the Separation Agreement.

ARTICLE X.  
ADDITIONAL COVENANTS

10.1 Cooperation. Following the date of this Employee Matters Agreement, TFMC and TEN will, and will cause their respective Subsidiaries, agents and vendors to, use commercially reasonable efforts to cooperate with respect to any employee compensation, benefits or human resources systems matters that TFMC or TEN, as applicable, reasonably determines require the cooperation of both TFMC and TEN in order to accomplish the objectives of this Employee Matters Agreement. Without limiting the generality of the preceding sentence, (a) TFMC and TEN will cooperate in coordinating each of their respective payroll systems in connection with the transfers of TFMC Employees to the TFMC Group and the Distribution, (b) TFMC and TEN will, and will cause its Subsidiaries to, transfer records as reasonably necessary for the proper administration of the other's respective Benefit Plans, to the extent such records are in TFMC's or TEN's possession, (c) TFMC and TEN will share, with each other and with their respective agents and vendors (without obtaining releases), all employee, participant and beneficiary information necessary for the efficient and accurate administration of the Benefit Plans, and (d) TFMC and TEN will share such information as is necessary to administer equity awards pursuant to Article VII, to provide any required information to holders of such equity awards, and to make any governmental filings with respect thereto.

10.2 Vendor Contracts. Prior to the Distribution, TFMC and TEN will use reasonable best efforts to (a) negotiate with the current Third Party providers to separate and assign the applicable rights and obligations under each group insurance policy, health maintenance organization, administrative services contract, Third Party administrator agreement, letter of understanding or arrangement that pertains to one or more TFMC Benefit Plans and one or more TEN Benefit Plans (each, a “Vendor Contract”) to the extent that such rights or obligations pertain to Employees and their respective Plan Payees or, in the alternative, to negotiate with the current Third Party providers to provide substantially similar services to the TEN Benefit Plans or TFMC Benefit Plans on substantially similar terms under separate contracts with TEN, TFMC, the TEN Benefit Plans or the TFMC Benefit Plans, as applicable and (b) to the extent permitted by the applicable Third Party provider, obtain and maintain pricing discounts or other preferential terms under the Vendor Contracts.

10.3 Data Privacy. The parties agree that any applicable data privacy Laws and any other obligations of the TEN Group and the TFMC Group to maintain the confidentiality of any employee information or information held by any benefit plans in accordance with applicable Law will govern the disclosure of employee information among the parties under this Employee Matters Agreement. TEN and TFMC will ensure that they each have in place appropriate technical and organizational security measures to protect the personal data of the TEN Employees, Former TEN Employees, TFMC Employees and Former TFMC Employees.

ARTICLE XI.  
DISPUTE RESOLUTION

11.1 Dispute Resolution. Any and all disputes, controversies and claims arising hereunder, including with respect to the validity, interpretation, performance, breach or termination of this Employee Matters Agreement shall be resolved through the procedures provided in Article VI of the Separation Agreement.

ARTICLE XII.  
MISCELLANEOUS

12.1 General. The provisions of Article VIII of the Separation Agreement are hereby incorporated by reference into and deemed part of this Employee Matters Agreement and shall apply, *mutatis mutandis*, as if fully set forth in this Employee Matters Agreement.

12.2 Termination. In the event the Separation Agreement is terminated, this Employee Matters Agreement shall automatically become null and void and no Party, nor any Party’s directors, officers or employees, shall have any Liability of any kind to any Person by reason of this Employee Matters Agreement. After the Distribution, this Employee Matters Agreement may not be terminated except by an agreement in writing signed by TFMC and TEN.

12.3 Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meanings specified or referred to in Annex I.

12.4 Other Agreements. Except as expressly set forth herein, this Employee Matters Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the Separation Agreement or the other Ancillary Agreements.

IN WITNESS WHEREOF, the parties have caused this Employee Matters Agreement to be executed by their duly authorized representatives.

TECHNIPFMC PLC

By: /s/ Alf Melin  
Name: Alf Melin  
Title: Executive Vice President and Chief  
Financial Officer

[Signature Page to Employee Matters Agreement]

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IN WITNESS WHEREOF, the parties have caused this Employee Matters Agreement to be executed by their duly authorized representatives.

TECHNIP ENERGIES N.V.

By: /s/ Bruno Vibert  
Name: Bruno Vibert  
Title: Chief Financial Officer

[Signature Page to Employee Matters Agreement]

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ANNEX I  
DEFINED TERMS

“Action” has the meaning set forth in the Separation Agreement.

“Adjusted TFMC Options” means an option to purchase TFMC Shares granted under the TFMC LTIP resulting from the adjustment of TFMC Options as described in Section 7.1(a)(iii) and Section 7.1(b)(iii).

“Adjusted TFMC Performance-Based RSU” means a performance-based restricted stock unit award granted under the TFMC LTIP with respect to TFMC Shares resulting from the adjustment of TFMC Performance-Based RSUs as described in Section 7.1(a)(ii).

“Adjusted TFMC Time-Based RSU” means a time-based restricted stock unit award granted under the TFMC LTIP with respect to TFMC Shares resulting from the adjustment of TFMC Time-Based RSUs as described in Section 7.1(a)(i).

“Affiliate” has the meaning set forth in the Separation Agreement.

“Ancillary Agreements” has the meaning set forth in the Separation Agreement.

“Benefit Plan” means, with respect to an entity, each plan, program, policy, agreement, arrangement or understanding that is maintained primarily for the benefit of employees and is a compensation, deferred compensation, incentive bonus or other bonus, pension, profit sharing, savings, retirement, severance pay, end of service gratuity, jubilee, salary continuation, life, death benefit, health, hospitalization, sick leave, vacation or other paid time off, disability or accident insurance or other employee benefit plan, program, policy, agreement or arrangement, including any “employee benefit plan” (as defined in Section 3(3) of ERISA, whether or not subject to ERISA), that is sponsored, maintained or contributed to by such entity or to which such entity is a party or under which such entity has any Liability or obligation; provided that in no event shall any TFMC Equity Compensation Award or TEN Equity Compensation Award, nor any plan under which any such award is granted (including the TFMC LTIP or the TEN LTIP), constitute a “Benefit Plan” under this Employee Matters Agreement. In addition, no Employment Agreement will constitute a Benefit Plan for purposes hereof.

“Bonus Plan” means the TFMC Annual Incentive Compensation Plan and each other plan or arrangement (other than an Employment Agreement) under which a TEN Employee or a TFMC Employee may earn an annual cash incentive.

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Collective Bargaining Agreement” means any collective bargaining or similar agreement with any labor or trade union, works council or trade representative that governs the terms and conditions of employment of Employees, including those that arise by virtue of TFMC, TEN or their respective Affiliate’s membership in a union or participation in a particular trade, industry or economic sector.

“Country Schedule” means a schedule to this Employee Matters Agreement, applicable to the Employees employed in that country.

“Delayed Transfer Date” means the date on which a Delayed Transfer Employee actually transfers employment to the TEN Group or the TFMC Group, as applicable.

“Delayed Transfer Employee” has the meaning set forth in Section 2.3.

“Distribution” has the meaning set forth in the Recitals.

“Distribution Date” has the meaning set forth in the Separation Agreement.

“Employee” means a TEN Employee, Former TEN Employee, TFMC Employee and Former TFMC Employee, as applicable.

“Employee Matters Agreement” has the meaning set forth in the preamble.

“Employment Agreement” means any individual employment, offer, retention, consulting, change in control, sale bonus, retention bonus, incentive bonus, severance or other individual compensatory agreement entered into between any TEN Entity or TFMC Entity, as applicable, and any Employee.

“Employment Transfer Date” means (i) the date the employment of any TEN Employee is transferred from any member of the TFMC Group to the TEN Group, (ii) the date the employment of any TFMC Employee is transferred from any member of the TEN Group to the TFMC Group, and (iii) for each Delayed Transfer Employee the Delayed Transfer Date.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Exchange Rate” means the exchange rate between U.S. Dollars and Euros published on Bloomberg at 5:00 pm, Eastern time, on the day before the relevant date, or in *The Wall Street Journal* on such date if not so published on Bloomberg.

“Former TEN Employee” means any individual (A) (i) who on or before the close of business on the Distribution Date retired or otherwise separated from service from TFMC and its Affiliates, and (ii) whose last day of employment with TFMC and its Affiliates prior to the close of business on the Distribution Date was with the TEN Business (including each of the employees that is a claimant under the TEN Actions included on Schedule L.B to the Separation Agreement) or (B) who is determined to be a Former TEN Employee pursuant to Section 2.1(d) hereof.

“Former TFMC Employee” means any individual (A) who (i) on or before the close of business on the Distribution Date retired or otherwise separated from service from TFMC and its Affiliates, and (ii) is not a Former TEN Employee or (B) who is determined to be a Former TFMC Employee pursuant to Section 2.1(d) hereof.

“Group” means the TFMC Group or the TEN Group, as the context requires.

“Governmental Entity” has the meaning set forth in the Separation Agreement.

“Law” has the meaning set forth in the Separation Agreement.

“Liabilities” has the meaning set forth in the Separation Agreement.

“Listing Date” means the first date on which a share of TEN Shares begins trading separately from TFMC Shares on Euronext Paris.

“Losses” has the meaning set forth in the Separation Agreement.

“Person” has the meaning set forth in the Separation Agreement.

“Plan Payee” means, as to an individual who participates in a Benefit Plan, such individual’s dependents, beneficiaries, alternate payees and alternate recipients, as applicable under such Benefit Plan.

“Plan Split Date” means the date each Benefit Plan is split in accordance with Articles V or VI as applicable, which shall occur on or before the Distribution Date (unless otherwise provided in Articles V or VI or mutually agreed between the parties).

“Pre-Distribution Action” means an Action by any Third Party with respect to a Split Plan, TFMC Employee, Former TFMC Employee, TEN Employee, or Former TEN Employee that arises from an act, omission, or event that occurred prior to the Distribution.

“Section 409A Award” means a TFMC Equity Compensation Award that is treated as non-qualified deferred compensation subject to Section 409A of the Code.

“Separation Agreement” has the meaning set forth in the Recitals.

“Split Plan” means any Split TEN Retirement Plan, Split TEN Welfare Plan, Split TFMC Retirement Plan or Split TFMC Welfare Plan, as applicable.

“Split TEN Retirement Plans” has the meaning set forth in Section 5.2(a)(ii).

“Split TEN Welfare Plans” has the meaning set forth in Section 6.1(b).

“Split TFMC Retirement Plans” has the meaning set forth in Section 5.2(a)(i).

“Split TFMC Welfare Plans” has the meaning set forth in Section 61(a).

“Subsidiary” has the meaning set forth in the Tax Matters Agreement.

“Tax” has the meaning set forth in the Separation Agreement.

“Tax Matters Agreement” has the meaning set forth in the Separation Agreement.

“TEN” has the meaning set forth in the preamble.

“TEN Adjustment Ratio” means the ratio obtained by dividing (a) the closing sale price of TFMC Shares on the New York Stock Exchange on the last date on which the TFMC Shares are traded “regular way” prior to the Distribution Date, as reported by Bloomberg L.P. or any successor thereto and converted to Euros based on the Exchange Rate by (b) the closing sale price of TEN Shares on Euronext Paris on the Listing Date, as reported by Bloomberg L.P. or any successor thereto.

“TEN Benefit Plan” means any Benefit Plan sponsored, maintained or contributed to by any member of the TEN Group. For the avoidance of doubt, no member of the TEN Group will be deemed to sponsor, maintain or contribute to any Benefit Plan if its relationship to such Benefit Plan is solely to administer such Benefit Plan or provide to the TFMC Group any reimbursement in respect of such Benefit Plan.

“TEN Business” has the meaning set forth in the Separation Agreement.

“TEN Compensation Committee” means the committee of the Board of Directors of TEN with the authority to administer and make grants under the TEN LTIP.

“TEN Director” means each member of the Board of Directors of TEN who was also a member of the Board of Directors of TFMC.

“TEN Employee” means each individual who, as of the close of business on the Distribution Date, is employed by a TEN Entity (including, for the avoidance of doubt, any such individual who is on a leave of absence, whether paid or unpaid). TEN Employees also include TEN Transferees, effective as of the applicable Delayed Transfer Date.

“TEN Employee Liabilities” has the meaning set forth in Section 1.2.

“TEN Employment Agreement” has the meaning set forth in Section 2.5.

“TEN Entity” means a member of the TEN Group.

“TEN Equity Compensation Award” means each TEN RSU or TEN Option.

“TEN Group” has the meaning set forth in the Separation Agreement.

“TEN LTIP” means the TEN Incentive Award Plan and any stock-based or other incentive plan adopted by TEN before the Distribution Date.

“TEN Option” means each outstanding option to purchase TEN Shares under the TEN LTIP as described in Section 7.1(b)(iv).

“TEN Participants” means each TEN Employee who, immediately prior to the Distribution Date, holds a TFMC Equity Compensation Awards, or a beneficiary, dependent or alternate payee of such person.

“TEN RSU” means a restricted stock unit award with respect to TEN Shares outstanding under the TEN LTIP as described in Section 7.1(b).

“TEN Performance-Based RSU” means a TEN RSU that vests in part based on the satisfaction of one or more performance criteria.

“TEN Severance Benefits” has the meaning set forth in Section 2.6(b).

“TEN Spinoff Retirement Plans” has the meaning set forth in Section 5.1(a).

“TEN Spinoff Welfare Plan” has the meaning set forth in Section 6.1(a).

“TEN Shares” means the ordinary shares, a nominal value of €0.01 per share, of TEN.

“TEN Time-Based RSU” means a TEN RSU that vests solely based on continued employment or the passage of time.

“TEN Transferee” means a Delayed Transfer Employee who transfers from the TFMC Group to the TEN Group.

“TEN Vested Director RSU” means a restricted stock unit that is granted to a TEN Director under Section 7.1(b)(v).

“TEN Welfare Claims” has the meaning set forth in Section 6.2(b).

“TEN Welfare Plan” means each TEN Benefit Plan that is a Welfare Plan.

“TEN Workers’ Compensation Claim” has the meaning set forth in Section 6.5.

“TFMC” has the meaning set forth in the preamble.

“TFMC Adjustment Ratio” means the ratio obtained by dividing (a) the closing sale price of TFMC Shares solely on the New York Stock Exchange on the last date on which the TFMC Shares are traded “regular way” prior to the Distribution Date, as reported by Bloomberg L.P. or any successor thereto by (b) the closing sale price of TFMC Shares solely on the New York Stock Exchange on the Listing Date (as traded on the “regular way” market) as reported by Bloomberg L.P. or any successor thereto.

“TFMC Benefit Plans” means any Benefit Plan that is sponsored, maintained or contributed to by any member of the TFMC Group. For the avoidance of doubt, no member of the TFMC Group will be deemed to sponsor, maintain or contribute to any Benefit Plan if its relationship to such Benefit Plan is solely to administer such Benefit Plan or provide to TEN any reimbursement in respect of such Benefit Plan.

“TFMC Compensation Committee” means the Compensation Committee of the Board of Directors of TFMC.

“TFMC Employee” means each individual who, as of the close of business on the Distribution Date, is employed by a TFMC Entity (including, for the avoidance of doubt, any such individual who is on a leave of absence, whether paid or unpaid). TFMC Employees also include TFMC Transferees, effective as of the applicable Delayed Transfer Date.

“TFMC Employee Liabilities” has the meaning set forth in Section 1.1.

“TFMC Employment Agreement” has the meaning set forth in Section 2.5.

“TFMC Entity” means a member of the TFMC Group.

“TFMC Equity Compensation Award” means each TFMC Option, TFMC Performance-Based RSU and TFMC Time-Based RSU.

“TFMC Executive Leadership Team” means each of Doug Pferdehirt, Maryann Mannen, Justin Rounce, Agnieszka Kmicciak, Arnaud Pieton, Barry Glickman, Jon Landes and such other individuals as the TFMC board of directors may designate.

“TFMC Group” has the meaning set forth in the Separation Agreement.

“TFMC LTIP” means Amended and Restated TFMC Incentive Award Plan.

“TFMC Option” means each outstanding option to purchase TFMC Shares granted by TFMC under the TFMC LTIP before the Distribution Date.

“TFMC Participants” means any TFMC Employee, Former TFMC Employee, Former TEN Employee or current or former member of the TFMC Board of Directors or other current or former consultant or service provider of TFMC who, immediately prior to the Distribution Date, holds TFMC Equity Compensation Awards, or a beneficiary, dependent or alternate payee of such person.

“TFMC Performance-Based RSU” means a performance-based restricted stock unit award with respect to TFMC Shares granted by TFMC under the TFMC LTIP before the Distribution Date.

“TFMC Severance Benefits” has the meaning set forth in Section 2.6(a).

“TFMC Spinoff Retirement Plan” has the meaning set forth in Section 5.2(a)(ii).

“TFMC Spinoff Welfare Plan” has the meaning set forth in Section 6.1(b).

“TFMC Shares” has the meaning set forth in the Separation Agreement.

“TFMC Time-Based RSU” means a time-based restricted stock unit award with respect to TFMC Shares granted by TFMC under the TFMC LTIP before the Distribution Date, but not including a TFMC Vested Director RSU.

“TFMC Transferee” means a Delayed Transfer Employee who transfers from the TEN Group to the TFMC Group.

“TFMC Vested Director RSU” means each restricted stock unit with respect to TFMC Shares granted by TFMC to a TEN Director under the TFMC LTIP that was fully vested immediately prior to the Distribution.

“TFMC Welfare Claims” has the meaning set forth in Section 6.2(a).

“TFMC Welfare Plan” means each TFMC Benefit Plan that is a Welfare Plan.

“Third Party” has the meaning set forth in the Separation Agreement.

“Third-Party Claim” has the meaning set forth in the Separation Agreement.

“Transition Services Agreement” has the meaning set forth in the Separation Agreement.

“Vendor Contract” has the meaning set forth in Section 11.1.

“Welfare Plan” means each Benefit Plan that provides life insurance, health care, dental care, vision care, employee assistance programs (EAP), health and dependent care flexible spending accounts, accidental death and dismemberment insurance, disability, severance, end of service gratuity, jubilee payment or other group welfare or fringe benefits or is otherwise an “employee welfare benefit plan” as described in Section 3(1) of ERISA, whether or not subject to ERISA.

“Workers’ Compensation Event” means the event, injury, illness or condition giving rise to a workers’ compensation claim.



COUNTRY SCHEDULE - AUSTRALIA

This Country Schedule-Australia sets forth terms applicable to Employees employed in Australia that differ from the provisions set forth in the Employee Matters Agreement.

ARTICLE VI  
WELFARE PLANS

6.1 Spinoff. Notwithstanding the provisions of Articles V or VI of the Employee Matters Agreement, the employing member of the TEN Group need not continue to provide company contributions for health insurance premiums to the Health Insurance Fund of Australia (HIF) for any TEN Employee transferred from the TFMC Group. The employing TEN Group member may instead provide such TEN Employees with a discretionary HIF payment for such period as the TEN Employee may accept.

COUNTRY SCHEDULE - FRANCE

This Country Schedule-France sets forth terms applicable to Employees employed in France that differ from the provisions set forth in the Employee Matters Agreement.

ARTICLE I

1.1 Legal Requirements. Notwithstanding the provisions of Section 7.3 of the Employee Matters Agreement, the TEN Group member, which is the relevant employer of TEN Employees at the time the award plan obligations arise, will be responsible for the payment of all payroll taxes, withholding and reporting with respect to TEN Equity Compensation Awards.

ARTICLE V

5.1 "Epargne salariale". Notwithstanding the provisions of Article V of the Employee Matters Agreement, all and any obligations of administration, declaration, pay-out, withholding, set-up of benefit plans and similar in relation to the benefits mentioned in *Troisième Partie, Livre III* of the French Labor Code (Articles L. 3311-1 *et seq.*, including relevant regulatory provisions and circulars) shall be performed by the company that is obligated to do so by Law.

ARTICLE VII

7.3 TechnipFMC Equity Compensation Awards.

(a) Notwithstanding the provisions of Section 7.3 of the Employee Matters Agreement, the TechnipFMC Group member or the TEN Group member, which is the relevant employer, or former employer as the case may be, of an Employee at the time the award plan obligations arise, will be responsible for the payment of all payroll taxes, withholding and reporting with respect to TechnipFMC Equity Compensation Awards.

This Country Schedule-United States sets forth terms applicable to Employees employed in the U.S. that differ from the provisions set forth in the Employee Matters Agreement.

ARTICLE V  
U.S. TAX-QUALIFIED AND NON-QUALIFIED DEFINED CONTRIBUTION PLANS

5.1 US Benefit Plans and US Plan Split Date. Following the Distribution Date through July 1, 2021 (the “US Plan Split Date”) TEN Employees shall continue to participate in the TFMC Savings and Investment Plan (“TFMC 401(k) Plan”) and all TFMC Welfare Plans that provide life insurance, health care, dental care, vision care, employee assistance programs (EAP), health and dependent care flexible spending accounts, accidental death and dismemberment insurance, and disability, pursuant to and subject to the terms of the Transition Services Agreement.

5.2 TEN Spinoff 401(k) Plans.

(a) Effective July 1, 2021 (the “DC Plan Split Date”), TEN or another member of the TEN Group will adopt a defined contribution plan that is intended to qualify under Code Section 401(a), and a related trust exempt under Code Section 501(a) (such plan and trust, the “TEN 401(k) Plan”). The TEN 401(k) Plan will have terms and features (including employer contribution provisions) that are substantially similar to the TFMC 401(k) Plan such that (for the avoidance of doubt) the TFMC 401(k) Plan is substantially replicated by a corresponding TEN 401(k) Plan. A TEN Entity will be solely responsible for taking all necessary, reasonable, and appropriate actions (including the submission of the TEN 401(k) Plan to the Internal Revenue Service for a determination of tax-qualified status) to establish, maintain and administer the TEN 401(k) Plan so that it is qualified under Section 401(a) of the Code and that the related trusts thereunder are exempt under Section 501(a) of the Code. Effective as of the DC Plan Split Date, each TEN Employee that was eligible to participate in the TFMC 401(k) Plan will be eligible to participate in the TEN 401(k) Plan. The TEN 401(k) Plan will assume Liability for all benefits accrued or earned (whether or not vested) by TEN Employees and Former TEN Employees, as applicable, under the TFMC 401(k) Plan as of the DC Plan Split Date.

(b) On or as soon as reasonably practicable following the DC Plan Split Date (but not later than 30 days thereafter), TFMC or another member of the TFMC Group will cause the TFMC 401(k) Plan to transfer to the TEN 401(k) Plan, and TEN or another member of the TEN Group will cause such TEN 401(k) Plan to accept the transfer of, the accounts, Liabilities and related assets in the TFMC 401(k) Plan attributable to TEN Employees and Former TEN Employees, if applicable, and their respective Plan Payees. The transfer of assets will be in cash or in kind (as determined by TFMC) and include outstanding loan balances in accordance with Code Section 414(l) and Treasury Regulation Section 1.414(l)-1 and Section 208 of ERISA.

(c) On or as soon as reasonably practicable following the Delayed Transfer Date (if later than the DC Plan Split Date) (but not later than 30 days thereafter), a TEN Entity will cause the accounts, related Liabilities, and related Assets in the TEN 401(k) Plan attributable to any TFMC Transferees and their respective Plan Payees (including any outstanding loan balances) to be transferred in cash in accordance with Code Section 414(l) and Treasury Regulation Section 1.414(l)-1 and Section 208 of ERISA to the applicable TEN Plan. TFMC or another member of the TFMC Group will cause the TFMC 401(k) Plan to accept such transfer of accounts, liabilities and assets.

(d) From and after the DC Plan Split Date, except as specifically provided in paragraph (c) above, (i) TEN and the TEN Group will be solely and exclusively responsible for all obligations and liabilities with respect to, or related to, benefits under the TEN 401(k) Plan, whether accrued before, on or after the DC Plan Split Date and (ii) TFMC and the TFMC Group will be solely and exclusively responsible for all obligations and liabilities with respect to, or related to, benefits under the TFMC 401(k) Plan, whether accrued before, on or after the DC Plan Split Date.

(e) Between the Distribution Date and the DC Plan Split Date, TEN will adopt the TFMC 401(k) Plan and the TFMC 401(k) Plan will become a multiple employer plan.

5.3 Non-Qualified Defined Contribution Plan.

(a) On or as soon as reasonably practicable following the DC Plan Split Date (but not later than 30 days thereafter), TEN or another member of the TEN Group will cause the Technip USA Executive Retirement Plan (the "TEN Executive Retirement Plan") to transfer to the TechnipFMC Non-Qualified Savings and Investment Plan (the "TFMC Excess Benefit Plan"), and TFMC or another member of the TFMC Group will cause such TFMC Excess Benefit Plan to accept the transfer of, the accounts, Liabilities and related assets in the TEN Executive Retirement Plan attributable to TFMC Employees and Former TFMC Employees, if applicable, and their respective Plan Payees. The transfer of any assets will be in cash and, once transferred, such accounts, Liabilities and related assets will vest in accordance with the terms of the TFMC Excess Benefit Plan as non-elective contributions thereunder.

(b) From and after the DC Plan Split Date, except as specifically provided in paragraph (a) above, (i) TEN and the TEN Group will be solely and exclusively responsible for all obligations and liabilities with respect to, or related to, benefits under the TEN Executive Retirement Plan, whether accrued before, on or after the DC Plan Split Date and (ii) TFMC and the TFMC Group will be solely and exclusively responsible for all obligations and liabilities with respect to, or related to, benefits under the TFMC Excess Benefit Plan, whether accrued before, on or after the DC Plan Split Date.

5.4 Compliance with Section 409A. TFMC and TEN will cooperate in good faith so that the Distribution will not result in adverse Tax consequences under Code Section 409A to any TFMC Employee, TEN Employee, Former TFMC Employee or Former TEN Employee, or their respective Plan Payees, in respect of his or her benefits under any TFMC Benefit Plan or TEN Benefit Plan.

ARTICLE VI  
U.S. WELFARE BENEFITS

6.1 Flexible Spending Account Treatment

(a) Notwithstanding anything in Sections 6.1 and 6.2 of the Employee Matters Agreement to the contrary, with respect to the portion of a TFMC Split Welfare Plan that consists of medical and dependent care flexible spending accounts under Sections 125 and 129 of the Code (the “TFMC Flexible Account Plan”), the corresponding TEN Welfare Plan (the “TEN Flexible Account Plan”) will be responsible for reimbursement of all previously reimbursable medical expense and dependent care claims incurred by TEN Employees (and Former TEN Employees, if applicable) following the U.S. Plan Split Date for the year in which the Distribution Date or the applicable Delayed Transfer Date occurs. The parties will cooperate in good faith to cause the TEN Flexible Account Plan to give effect to the elections of TEN Employees (and Former TEN Employees, if applicable) that were in effect under the corresponding TFMC Flexible Account Plan as of the US Plan Split Date or, if later, the Delayed Transfer Date, subject to the terms of the TEN Flexible Account Plan. Notwithstanding the foregoing, if a Delayed Transfer Employee returning from disability leave has no election in place under the TFMC Flexible Account Plan, such employee may make a new election under the TEN Flexible Account Plan as of the Delayed Transfer Date, subject to the terms of the TEN Flexible Account Plan.

(b) The parties shall take all actions reasonably necessary or appropriate so that the account balances (positive or negative) under the TFMC Flexible Account Plan of each TEN Employee (or Former TEN Employee, if applicable) who has elected to participate therein in the year in which the Distribution Date or the applicable Delayed Transfer Date occurs shall be transferred, effective as of the US Plan Split date or, if later, the Delayed Transfer Date, as applicable, from the TFMC Flexible Account Plan to the corresponding TEN Flexible Account Plan. As soon as practicable after the end of the TFMC Flexible Account Plan’s plan year TFMC shall pay TEN the net aggregate amount of such transferred account balances, if such amount is positive, and TEN shall pay TFMC the net aggregate amount of such transferred account balances, if such amount is negative.

6.6 COBRA. Effective as of the US Plan Split Date or, if later, the Delayed Transfer Date, a TEN Entity will assume or will cause the TEN Spinoff Welfare Plans to assume sole responsibility for compliance with the continuation coverage requirements under Code Section 4980B and ERISA Sections 601-608 (“COBRA”) after the US Plan Split Date or, if later, the Delayed Transfer Date for all TEN Employees and their “qualified beneficiaries” for whom a “qualifying event” occurs on or after the Distribution Date or the Delayed Transfer Date; provided, however, that a TFMC Entity will be responsible for furnishing any election notice required under COBRA to any TEN Transferee. TFMC, the TFMC Group, or a Split Welfare Plan will remain solely responsible for compliance with COBRA before, on and after the US Plan Split Date or, if later, the Delayed Transfer Date for TFMC Employees, Former TFMC Employees, Former TEN Employees and their “qualified beneficiaries”; provided, however, that a TEN Entity will be responsible for furnishing any election notice required under COBRA to any TFMC Transferee. The terms “qualified beneficiaries” and “qualifying event” will have the meanings given to them under Code Section 4980B and ERISA Sections 601-608. For the avoidance of doubt, Section 5.1(a) of the Employee Matters Agreement will govern whether the TEN Spinoff Welfare Plans or Split Welfare Plans are responsible for claims incurred by TEN Employees or their qualified beneficiaries while receiving continuation coverage under COBRA. The parties agree that neither the Separation, the Distribution nor any assignment or transfer of the employment or services of any Employee as contemplated under this Employee Matters Agreement shall constitute a “qualifying event” for any purpose of COBRA.

**TRANSITION SERVICES AGREEMENT**

**by and between**

**TECHNIPFMC PLC**

**AND**

**TECHNIP ENERGIES N.V.**

**Dated as of February 15, 2021**

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## TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (this "Agreement"), is entered into effective as of February 15, 2021 ("Effective Date"), by and between TechnipFMC plc, a public limited company formed under the Laws of England and Wales ("TFMC") and Technip Energies N.V., a public limited liability company formed under the laws of the Netherlands and wholly owned subsidiary of TFMC ("TEN"). TFMC and TEN are each a "Party" and are sometimes referred to herein collectively as the "Parties."

### RECITALS

WHEREAS, TFMC, acting together with its subsidiaries, currently conducts the TFMC Business and the TEN Business;

WHEREAS, TFMC and TEN have entered into that certain Separation and Distribution Agreement, dated as of February 15, 2021 (the "Separation Agreement") pursuant to which the Separation will be consummated; and

WHEREAS, following the Separation, the Parties have agreed that each Party, either itself or through its Subsidiaries, will provide to the other Party and its Subsidiaries certain services on a transitional basis to allow the other Party the time to develop the capability to perform such services for itself or to outsource such services to a third-party service provider;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

### ARTICLE I. SERVICES

#### 1.1 Provision of Services.

(a) Services Provided by TFMC. Subject to the terms and conditions of this Agreement, TFMC agrees to provide, or cause to be provided, to TEN and its Subsidiaries the Services described on Annex I, solely for purposes of the continued operation of the TEN Business by TEN and its Subsidiaries in the ordinary course consistent with how the TEN Business was operated during the one-year period prior to the Effective Date.

(b) Services Provided by TEN. Subject to the terms and conditions of this Agreement, TEN agrees to provide, or cause to be provided, to TFMC and its Subsidiaries the Services described on Annex II, solely for purposes of the continued operation of the TFMC Business by TFMC and its Subsidiaries in the ordinary course consistent with how the TFMC Business was operated during the one-year period prior to the Effective Date.

(c) Scope of Services. For the avoidance of doubt, any tasks necessary to accomplish the Services, even if such tasks are not expressly set forth in Annex I or Annex II, shall be deemed to be part of the "Services" to be performed by the applicable Provider pursuant to this Agreement, provided that such tasks are an inherent part of the Services described on Annex I or Annex II, as applicable.

(d) Required Consents. Provider shall use commercially reasonable efforts to obtain any third-party consents, approvals or amendments to Provider's existing third-party agreements that are necessary to allow Provider to provide the Services to Recipient (the "Consents"). Recipient shall pay, or, at Provider's request, reimburse Provider for, the cost of obtaining the Consents and any fees or charges associated with the Consents, including, but not limited to, any additional license, sublicense, access or transfer fees. Recipient acknowledges that there can be no assurance that Provider will be able to obtain the Consents. In the event that any Consents are not obtained, upon Recipient's request, Provider will reasonably cooperate with Recipient to identify, and if commercially feasible, to implement, a work-around or other alternative arrangement for any affected Service(s), provided that (i) Recipient shall be responsible for all fees and costs associated with any such work-around or alternative arrangement, and (ii) Recipient acknowledges that any such work-around or alternative arrangement may adversely impact the Service Standards, and Provider shall not be liable for any breach of the Service Standards that results from the adoption of any such work-around or alternative arrangement. If no commercially feasible alternative for a Service is available or capable of being reasonably implemented, Provider shall be relieved of its obligations to provide such Service.

(e) Cutover. Recipient shall be responsible for planning and preparing the transition to its own internal organization or other third-party service providers of the provision of each of the Services provided to it hereunder (the "Cutover"). At Recipient's request, Provider shall meet with Recipient within ten (10) calendar days following such request to assist Recipient with the initial development of a plan for Cutover (the "Cutover Plan") and shall provide Recipient with all information reasonably requested by it in connection with the development and implementation of the Cutover Plan. Recipient shall, with Provider's reasonable assistance, prepare a Cutover Plan with sufficient lead time in order to achieve a timely Cutover. Once the Cutover Plan is prepared, Recipient shall promptly provide Provider a copy of the Cutover Plan, and Provider shall reasonably cooperate and shall use commercially reasonable efforts to cause its third-party vendors to reasonably cooperate, at Recipient's expense, in a timely implementation of the Cutover Plan.

(f) Service and Project Managers. Each Party will appoint a manager for each Service (each a "Service Manager"), who shall be responsible for managing the provision of such Service and who shall be the primary contact for any issues relating to that Service. The Parties' initial Service Managers for each Service are set forth in Annex I and Annex II. In addition, each Party will appoint a project manager, who shall oversee the Service Managers and ultimately be responsible for all day-to-day matters arising hereunder, and who shall be the primary contact for the other Party for any issues arising hereunder that are not covered or resolved by the Service Managers (each a "Project Manager"). The Project Managers shall meet (in person or by telephone) at the request of either Project Manager, in order to ensure the provision of the Services in accordance with the terms hereof, as well as the orderly transition of those Services at the end of the applicable Service Term. TFMC's initial Project Manager shall be Stevan Verkin and TEN's initial Project Manager shall be Charles Cessot. Each Party may change its designated Project Manager upon notice to the other Party's Project Manager. Each Party may change any of its Service Managers upon notice to the other Party's Project Manager and applicable Service Manager.

1.2 Service Modifications and Additional Services.

(a) Changes. During the Term, the Parties may, in accordance with the procedures specified in this Section 1.2: (i) agree to modify the terms and conditions relating to the performance of a previously agreed-upon Service in order to reflect, among other things, new procedures or processes for providing such Service (a “Service Modification”), or (ii) agree upon terms and conditions related to the provision of services that are in addition to any of the previously agreed-upon Services and that were utilized in the conduct of the TEN Business or the TFMC Business (as appropriate), prior to Closing (an “Additional Service”).

(b) Change Requests. In the event either of the Parties desires a Service Modification or an Additional Service (in each case, a “Change”), the Party requesting the Change will deliver a written description of the proposed Change (a “Change Request”) to the other Party as follows: (i) in the case of a Change Request by Provider, to Recipient’s Project Manager; and (ii) in the case of a Change Request by Recipient, to Provider’s Project Manager.

(c) Meeting of the Parties. Unless the Party receiving the Change Request agrees to implement the Change Request as proposed, the Project Managers will meet in person or by telephone to discuss the Change Request no later than ten (10) Business Days after delivery of the Change Request to the other Party.

(d) Approval of Recipient Change Requests. All Recipient Change Requests must be approved by Provider’s Project Manager in writing before the Change may be implemented in accordance with Section 1.2(f) below, such approval not to be unreasonably withheld, conditioned, or delayed. For the purposes of the preceding sentence, the Parties agree that it is not unreasonable to: (i) withhold such consent to the extent that such proposed Change would increase the resources required for Provider to provide the Services after giving effect to the Change Request, (ii) withhold such consent if Provider determines that it would have to hire any new resources in order to provide the Services following implementation of the Change, whether due to lack of available personnel, lack of expertise of existing available personnel, or otherwise, (iii) condition such consent on Recipient agreeing to bear any increases in Provider’s cost of performance (including, if applicable, Fully Burdened Costs of personnel) resulting from such Change, or (iv) condition such consent on the Parties, acting in good faith, reaching an agreement on the pricing of the applicable Service following the Change.

(e) Approval of Provider Change Requests. All Provider Change Requests must be approved by Recipient’s Project Manager in writing before the Change may be implemented in accordance with Section 1.2(f) below. Such consent will not be unreasonably withheld, conditioned or delayed. For the purposes of the preceding sentence, the Parties agree that it is not unreasonable to: (i) withhold such consent to the extent that such proposed Change would materially adversely affect Provider’s performance of the Services after giving effect to the Change Request, (ii) condition such consent on Provider agreeing not to pass to Recipient any increases in Provider’s cost of performance resulting from such Change, or (iii) condition such consent on Provider agreeing to reimburse Recipient for any costs incurred by Recipient to implement or accommodate such Change in order to continue to receive the Services.

(f) Implementation of Approved Change. If a Change Request is approved in accordance with this Section 1.2, then Annex I or Annex II, as applicable, will be amended in accordance with Section 10.2 to reflect the implementation of the Change Request and any other agreed-upon terms or conditions relating to the Change.

1.3 Service Standards.

(a) Service Quality. Except to the extent otherwise expressly provided in Annex I or Annex II, as applicable, Provider shall provide, or cause to be provided, the Services with at least the same degree of care, quality, priority, timeliness, and skill as its past practice in performing the Services for itself and/or the Recipient's Business during the one-year period prior to the Effective Date (the "Service Standards"). For the avoidance of doubt, nothing herein shall be construed to require Provider to maintain the employment of any particular individual(s), or any number of individual(s), and Provider shall be free to hire and terminate its personnel and its contractors in its sole and absolute discretion.

(b) Maintenance. Notwithstanding anything to the contrary in Section 1.3(a), Provider shall have the right to shut down its facilities and/or systems used in providing the Services in accordance with scheduled maintenance windows that have been set by Provider and communicated in advance to Recipient's Project Manager; provided, however, that Provider shall not shut down any such facilities and/or systems during critical operating periods. The scheduled maintenance windows shall always be planned to be performed outside customary business hours, or if not possible, be planned so that such shut down shall not materially and adversely affect Recipient's operations. In the event maintenance is nonscheduled, Provider shall, whenever possible notify Recipient twenty-four (24) hours in advance. Unless not feasible under the circumstances, this notice shall be given in writing or by email to the Recipient's Project Manager. Where written notice is not feasible, Provider shall give prompt oral notice, which notice shall be promptly confirmed in writing by Provider. Provider shall be relieved of its obligations to provide Services only for the period of time that its facilities are so shut down but shall use commercially reasonable efforts to minimize each period of shutdown for such purpose and to schedule such shutdown so as not to inconvenience or disrupt the conduct of the business of the Recipient. Provider shall consult with Recipient prior to temporary shutdowns to the extent reasonably practicable or, if not reasonably practicable, immediately thereafter in order to establish alternative sources for such Services. To the extent commercially reasonable, Provider will afford Recipient the benefit of any arrangements for substitute services that Provider makes on its own behalf.

ARTICLE II.  
FEES AND PAYMENT

2.1 Fees. In consideration of the Services, Recipient shall pay to Provider the Fees associated with the Services provided to Recipient and its Subsidiaries hereunder. The Fees for each Service will be determined as specified for such Service in Annex I and Annex II; provided that, if no Fees are specified for a Service in the applicable Annex, then the Fees for such Service shall be equal to Provider's Fully Burdened Cost for providing such Service (the "Fees"). In addition, without duplication of any expenses included in the Fees and unless specified otherwise in Annex I or Annex II, Recipient shall reimburse Provider for all reasonable out-of-pocket fees, costs and expenses incurred by Provider in the provision of the Services ("Expenses").

2.2 Payment Terms.

(a) Invoices. Except as otherwise provided in Annex I or Annex II with respect to any Service, promptly following the end of each calendar month during the Term, Provider shall deliver to Recipient or its nominated designee an invoice setting forth the Fees and Expenses for the Services provided by Provider during the prior month. All invoices or other demands for payment delivered pursuant to this Agreement shall set forth, or be accompanied by, reasonable documentation or other reasonable explanation supporting the amounts invoiced.

(b) Payment. Except as otherwise expressly provided to the contrary in this Agreement, any amount to be paid or reimbursed by a Party (where applicable, or a member of such Party's Group) to the other Party (where applicable, or a member of such other Party's Group) under this Agreement shall be paid or reimbursed hereunder within thirty (30) days after presentation of an invoice or a written demand therefor in accordance with Section 2.2(a). All payments under this Agreement shall be made by electronic funds transfer of immediately available funds to the bank account specified by the Party receiving the payment.

(c) Disputed Amounts. In the event that Recipient disputes in good faith the accuracy of any portion of an invoice, Recipient shall deliver to the Provider Project Manager notice of the dispute (which shall constitute an "Initial Notice" for purposes of the dispute resolution provisions incorporated by reference herein pursuant to Article IX), along with a reasonably detailed explanation of the basis of the dispute, on or prior to the applicable due date, and shall pay all undisputed portions of the applicable invoice in a timely manner in accordance with Section 2.2(b). The Project Managers shall attempt to resolve the dispute in a prompt manner. If the Project Managers are unable to resolve the dispute within ten (10) days from the date of the Initial Notice, either Party may, upon notice to the other Party, escalate the dispute to the "Dispute Committee" specified in Section 6.2(b) of the Separation Agreement, and thereafter, the dispute shall be resolved in accordance with Article IX hereof (and Article VI of the Separation Agreement).

(d) Late Payment Charge. Except as expressly provided to the contrary in this Agreement, any amount not paid when due pursuant to this Agreement (and any amount billed or otherwise invoiced or demanded and properly payable that is not paid within thirty (30) days of such bill, invoice or other demand) shall bear interest at a rate per annum equal to the Prime Rate, from time to time in effect, plus two percent (2%), calculated for the actual number of days elapsed, accrued from the date on which such payment was due up to the date of the actual receipt of payment.

(e) Currency Conversion. Without the consent of the Party receiving any payment under this Agreement specifying otherwise, all payments to be made by either Provider or Recipient under this Agreement shall be made in U.S. dollars. Except as expressly provided herein, any amount which is not expressed in U.S. dollars shall be converted into U.S. dollars by using the exchange rate published on Bloomberg at 5:00 pm, Eastern time, on the day before the relevant date, or in *The Wall Street Journal* on such date if not so published on Bloomberg.

2.3 Taxes. All sums payable under this Agreement are exclusive of value added tax, sales tax, service tax and turnover tax that may be levied in any jurisdiction (collectively, “Service Taxes”) which shall (if and to the extent applicable with respect to a Service) be payable by the Recipient of such Service to the extent that the Recipient bears primary liability for such Service Taxes under applicable Law. Except to the extent provided in the Tax Matters Agreement, each Party shall be liable for its own Taxes that are imposed on (or measured by) net income or net profits, however denominated, and any interest, penalties, additions to Tax or additional amounts in respect of the foregoing. If any Taxes are required to be deducted or withheld from any payments made by one Party (the “Payor”) to another Party (the “Payee”) hereunder, then such Payor shall (i) withhold or deduct the required amount and promptly pay such Taxes to the applicable Tax authority, and (ii) pay additional amounts to such Payee so that the net amount actually received by such Payee after such withholding or deduction of Tax is equal to the amount that such Payee would have received had no such withholding or deduction been required. If the Payor makes a payment pursuant to this Section 2.3 in respect of which a Payee obtains and is entitled to retain an actual cash refund of Tax or an actual reduction in a Tax liability (including by virtue of the Payee obtaining a deduction for Tax purposes in respect of the cost, liability or expense for which the Payee was subsequently reimbursed by the Payor) then the relevant Payee shall reimburse the Payor for an amount equal to the lower of the amount of: (i) such refund or such actual reduction, after deducting any Tax thereon and after deducting the reasonable costs and expenses incurred in obtaining such refund or reduction; and (ii) the relevant payment in respect of which such refund or actual reduction arises. Payor and Payee shall make commercially reasonable efforts to cooperate to the extent necessary to obtain any exemption relating to, or reduced rate of, deduction or withholding for or on account of Tax.

ARTICLE III.  
TERM AND TERMINATION

3.1 Term. This Agreement is effective as of the Effective Date and shall continue until the termination or expiration of all Services (the “Term”); provided, however, in the event the Separation Agreement is terminated, this Agreement shall automatically become null and void and no Party, nor any Party’s directors, officers or employees, shall have any Liability of any kind to any Person by reason of this Agreement. After the Distribution, this Agreement may not be terminated except as otherwise provided in this Article III, or by an agreement in writing signed by the Parties.

3.2 Service Terms; Extensions. The term for each Service is specified for that Service on Annex I and Annex II (each a “Service Term”). Except as otherwise provided in Annex I or Annex II with respect to any Service, upon notice from Recipient to Provider at least forty-five (45) days prior to the expiration of a Service Term, Recipient shall have the right to extend the Service Term for the applicable Service for up to six (6) additional months; provided that (i) in the event the Service to be extended is contingent upon the provision of another Service, both Services must be extended; (ii) Recipient shall be required to pay any additional fees or costs (including retention costs, if applicable) incurred by Provider in order to extend the Service Term for the applicable Service(s); (iii) during the extended Service Term, the Fees for the applicable Service shall be increased by twenty-five (25) percent; and (iv) the total aggregate Service Term (including any extension) for the applicable Service does not exceed twenty-four (24) months. For the avoidance of doubt, to the extent that any extension to a Service Term would result in the aggregate Service Term for the applicable Service exceeding twenty-four (24) months, such extension must be mutually agreed in writing between the Parties in accordance with Section 10.2.

3.3 Early Termination. Except as otherwise provided in Annex I or Annex II, Recipient may terminate this Agreement in respect of any or all of the Services, effective on the first day of any calendar month, by providing a minimum of thirty (30) days prior written notice Provider (an “Early Termination Notice”); provided, however, Recipient may not terminate a particular Service if such Service is interdependent with other Services, unless all such interdependent Services are simultaneously terminated. Recipient shall reimburse Provider for Stranded Costs, if any, resulting from any such early termination as set forth in Annex I or Annex II, as applicable.

3.4 Termination for Default.

(a) Termination for Non-Payment. A Provider may terminate this Agreement, with respect to all or any applicable Services it provides hereunder, if the Recipient fails to pay undisputed amounts due in accordance with Article II, and the Recipient fails to cure such payment default within thirty (30) days of receipt of notice of the payment default from the Provider.

(b) Termination for Material Breach. A Recipient may terminate this Agreement, with respect to all or any applicable Services it receives hereunder, if the Provider is in material breach of this Agreement with respect to its provision of Services hereunder, and the Provider fails to cure such material breach within thirty (30) days of receipt of notice of such material breach from the Recipient.

3.5 Effect of Termination.

(a) Upon the expiration or termination of this Agreement or the termination of the provision of any Services hereunder, the Parties shall pay all costs and other sums owed to the other for the terminated Services provided or reimbursement of excess payments through the date of such expiration or termination on the payment terms set forth in Article II. Unless Recipient is in default of its payment obligations hereunder, Provider will, at Recipient’s reasonable expense, provide such cooperation as may reasonably be requested by Recipient, in order to transition the terminated Services to Recipient or a third party service provider (the “Termination Services”). Notwithstanding anything to the contrary, the Recipient will pay Provider its Fully Burdened Cost for providing the Termination Services (including, without duplication, reimbursement of all Expenses), which will be invoiced and payable in the same manner as set forth for Expenses in Article II above.

(b) The provisions of Article I Section 1.1(f), this Section 3.5, Article V, Article VI, Article VIII, Article IX, and Article X shall survive the expiration or the termination of this Agreement. The remaining provisions shall survive to the extent such provisions are applicable to any amounts due for Services provided prior to termination or expiration, or are applicable to any Termination Services (including payment therefor).

ARTICLE IV.  
COOPERATION AND ACCESS

4.1 Cooperation by Recipient. Subject to the terms and conditions set forth in this Agreement, Recipient shall use commercially reasonable efforts to make available, as reasonably requested by Provider, sufficient resources and timely decisions, approvals and acceptances in order that Provider may accomplish its obligations under this Agreement in a timely and efficient manner.

4.2 Access to Premises and Systems. Each Party agrees that it shall, without charge, provide such reasonable access to its premises, personnel and/or computer systems or information stores, and such reasonable assistance, as may be required to the other Party for the other Party to perform their obligations or receive the Services under this Agreement. Unless otherwise agreed to in writing by the Parties, each Party will: (i) use the premises, computer systems and information stores of the other Party solely for the purpose of providing or receiving the Services; (ii) limit such access to those of its representatives with a bona fide need to have such access in connection with the Services and who, if required by the provisions of this Agreement, have been duly approved to have such access, and (iii) comply, and cause its employees, subcontractors and third-party providers to comply, with all policies and procedures governing access to and use of such premises, computer systems and/or information stores made known to such Party in advance. All user identification numbers and passwords disclosed by a Party to the other Party and any information obtained by either Party as a result of such Party's access to and use of the other Party's computer systems shall be deemed to be, and treated as, Confidential Information of the disclosing Party hereunder in accordance with the provisions set forth in Article VIII, with the same degree of care as such receiving Party uses for its own information of a similar nature, but in no event a lower standard than a reasonable standard of care. The Parties shall cooperate in the investigation of any apparent unauthorized access to any premises, computer system and/or information stores of any Party. These provisions concerning access to premises, personnel and/or computer systems or information stores shall apply equally to any access and use by a Party of the other Party's electronic mail system, electronic switched network, either directly or via a direct inward service access or calling card feature, data network or any other property, equipment or service of the other Party, and any software that may be accessible by either Party in connection with this Agreement.

4.3 Compliance with Third Party Vendor Agreements. Recipient shall comply with the terms of all third-party vendor agreements, copies of which Recipient has been provided, which are used by Provider in providing the Services.

ARTICLE V.  
INTELLECTUAL PROPERTY

5.1 Ownership of Intellectual Property. Except as otherwise expressly set forth herein, as between the Parties, each Party shall remain the exclusive owner of all right, title and interest throughout the world in and to its Intellectual Property, whether provided to one another in the performance or receipt of the Services, or in any other context given the relationships of the Parties under this Agreement. Without limiting the foregoing and for the avoidance of doubt, ownership of any Intellectual Property that is developed or generated after the Effective Date in connection with any Service will vest, as between the Parties, in the Provider of such Service, except for any Intellectual Property generated by Recipient's use of a Service in the ordinary course of operating the relevant business (e.g., copyrights in reports, documents or data generated through Recipient's use of a Service).



5.2 No Implied License. Each Party acknowledges that no license or conveyance of any rights to any Intellectual Property is granted to the receiving Party by the disclosure of Confidential Information pursuant to this Agreement. Except as otherwise provided in the Separation Agreement or this Agreement, Recipient further acknowledges that it will acquire no right, title or interest (including any license rights or rights of use) in any firmware or software, and the licenses therefor which are owned by Provider by reason of Provider's provision of the Services provided hereunder.

ARTICLE VI  
NO WARRANTIES; LIMITATION OF LIABILITY

6.1 No Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUT WITHOUT LIMITING ANY REPRESENTATIONS OR WARRANTIES IN THE SEPARATION AGREEMENT, (A) ALL SERVICES ARE PROVIDED "AS IS," AND (B) PROVIDER PROVIDES NO WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE REGARDING SUCH SUBJECT MATTER. To the extent that Provider may not as a matter of applicable law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

6.2 Limitation of Liability. WITH THE EXCEPTION OF CLAIMS ARISING FROM A PROVIDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE PROVIDER SHALL NOT BE LIABLE TO THE RECIPIENT FOR ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF ITS ACTS OR OMISSIONS AS A PROVIDER HEREUNDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY, NOR ITS AFFILIATES, CONTRACTORS, SUPPLIERS OR AGENTS, SHALL HAVE ANY LIABILITY HEREUNDER FOR, AND DAMAGES SHALL NOT INCLUDE, ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, OR DAMAGES CALCULATED BASED UPON LOST PROFITS, LOSS IN VALUE OR MULTIPLE OF EARNINGS. ANY CLAIM OR CAUSE OF ACTION REQUESTING OR CLAIMING SUCH DAMAGES IS SPECIFICALLY WAIVED AND BARRED, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE OR A PARTY WAS NOTIFIED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE VII.  
FORCE MAJEURE

7.1 **Force Majeure.** In case a Party shall be hindered, delayed or prevented from performing its obligations under this Agreement (other than its payment obligation), or if such performance is rendered impossible by reason of fire, explosion, earthquake, storm, flood, drought, embargo, pandemic, wars or other hostilities, strike, lockout or other labor disturbance, mechanical breakdown, governmental action, or any other cause that is beyond the reasonable control of a Party (a "Force Majeure Event"), then the Party so hindered, delayed or prevented shall not be liable to the other Party for the resulting delay or failure to carry out its obligations hereunder. In any such event, such Party's affected obligations hereunder shall be postponed for such time as its performance is suspended or delayed on account thereof. The affected Party will promptly notify the other Party, either orally or in writing, upon learning of the occurrence of such Force Majeure Event. If the Force Majeure Event affects the provision of Services by Provider hereunder, Provider shall use commercially reasonable efforts to remove such Force Majeure Event as soon as and to the extent reasonably possible and, in any event, will treat the Recipient the same as any other internal or external service recipient of the affected Services, if any. Upon the cessation of the Force Majeure Event, the affected Party will use commercially reasonable efforts to resume its performance with the least possible delay. Notwithstanding the foregoing, and notwithstanding anything to the contrary in this Agreement, Recipient shall not be required to pay for the affected Services during the pendency of a Force Majeure Event. If any Services are interrupted or suspended for more than ten (10) consecutive days, Recipient may immediately terminate the affected Services upon written notice to Provider.

ARTICLE VIII.  
CONFIDENTIALITY

8.1 **Confidentiality.** Each of the Parties agrees that any Confidential Information of the other Party received in the course of performance under this Agreement shall be kept strictly confidential by the Parties, except that Provider may disclose Recipient's Confidential Information for the sole purpose of providing Services pursuant to this Agreement to any Affiliate of Provider or to third parties that provide such Services in accordance with the terms set forth in Section 10.16; provided, that Provider shall ensure that any such Affiliate or third party is bound in writing by obligations of confidentiality at least as strict as those contained herein. Provider shall be responsible for any such Affiliate or third party keeping confidential such Confidential Information of Recipient. The Party receiving Confidential Information further agrees (i) not to use the disclosing Party's Confidential Information except as necessary to perform its obligations under this Agreement, and (ii) to take the same care with the disclosing Party's Confidential Information as it does with its own, but in no event less than a reasonable degree of care. Upon the termination of this Agreement, each Party shall return to the other Party or destroy all of such other Party's Confidential Information. Each of the Parties shall treat the terms of this Agreement as if they were the Confidential Information of the other Party and shall not disclose the terms of this Agreement without the other Party's prior written consent, except as required by applicable Law, by the rules of any national stock exchange with respect to a Party's publicly-traded securities or as otherwise permitted under this Agreement.

8.2 **Government Order.** If the receiving Party is requested to disclose any of the disclosing Party's Confidential Information pursuant to any judicial or governmental order, the receiving Party will promptly notify the disclosing Party of such order so that the disclosing Party, in its sole discretion, may seek an appropriate protective order and/or take any other action to prevent or minimize the breadth of such disclosure.

ARTICLE IX.  
DISPUTE RESOLUTION

9.1 Dispute Resolution. Any and all disputes, controversies and claims arising hereunder, including with respect to the validity, interpretation, performance, breach or termination of this Agreement shall be resolved through the procedures provided in Article VI of the Separation Agreement.

ARTICLE X.  
MISCELLANEOUS PROVISIONS

10.1 Corporate Power.

(a) TFMC represents on behalf of itself and each other member of the TFMC Companies, and TEN represents on behalf of itself and each other member of the TEN Companies, as follows:

(i) each such Person has the requisite public limited company, public limited liability company or other power and authority and has taken all public limited company, public limited liability company or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(ii) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms hereof.

(b) Each Party acknowledges that it and each other Party may execute this Agreement by facsimile, stamp or mechanical signature. Each Party expressly adopts and confirms each such facsimile, stamp or mechanical signature made in its respective name as if it were a manual signature, agrees that it shall not assert that any such signature is not adequate to bind such Party to the same extent as if it were signed manually and agrees that at the reasonable request of any other Party at any time it shall as promptly as reasonably practicable cause this Agreement to be manually executed (any such execution to be as of the date of the initial date thereof).

10.2 Modification or Amendments. Subject to the provisions of applicable Law, and except as otherwise provided in this Agreement, this Agreement may be amended, modified or supplemented only by written instrument signed by the authorized representative of the Party against whom it sought to enforce such waiver, amendment, supplement or modification is sought to be enforced; provided, at any time prior to the Effective Date, the terms and conditions of this Agreement, including terms relating to the Transactions, may be amended, modified or abandoned by and in the sole and absolute discretion of the TFMC Board without the approval of any Person, including TFMC or TEN.

10.3 Waivers of Default. Waiver by a Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

10.4 Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and conditions of this Agreement.

10.5 Governing Law. This Agreement (and any claims arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any Party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the Laws of the State of New York, irrespective of the choice of laws principles of the State of New York, including all matters of validity, construction, effect, enforceability, performance and remedies.

10.6 Notices. Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid or by prepaid overnight courier (providing written proof of delivery), or by confirmed facsimile transmission or electronic mail (with confirmed receipt), addressed as follows:

If to TFMC, to:

TechnipFMC plc  
One St. Paul's Churchyard,  
London EC4M 8AP, United Kingdom  
Attention: Chief Legal Officer

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP  
330 North Wabash Avenue, Suite 2800  
Chicago, IL 60611  
United States of America  
Attention: Ryan Maierson  
Email: ryan.maierson@lw.com  
Attention: Christopher R. Drewry  
Email: christopher.drewry@lw.com

If to TEN, to:

Technip Energies N.V.  
6-8 Allée de l'Arche  
Faubourg de l'Arche  
ZAC Danton  
92400 Courbevoie  
France  
Attention: Chief Legal Officer

with a copy (which shall not constitute notice) to:

Davis & Polk Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017  
United States of America  
Attention: William Aaronson  
Email: [william.aaronson@davispolk.com](mailto:william.aaronson@davispolk.com)  
Attention: Jacques Naquet-Radiguet  
Email: [jacques.naquet@davispolk.com](mailto:jacques.naquet@davispolk.com)

or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above.

10.7 Entire Agreement. This Agreement (including any annexes hereto), together with the Separation Agreement and the other Ancillary Agreements constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the Parties, with respect to the subject matter hereof.

10.8 No Third-Party Beneficiaries. The provisions of this Agreement are solely for the benefit of the Parties and are not intended to confer upon any Person (including, without limitation, any shareholders of TFMC or shareholders of TEN) except the Parties hereto any rights or remedies hereunder; and (b) there are no third-party beneficiaries of this Agreement, and this Agreement shall not provide any third Person (including, without limitation, any shareholders of TFMC or shareholders of TEN) with any remedy, claim, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

10.9 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability or the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

10.10 Interpretation. The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, Schedule, Exhibit or Annex, such reference shall be to a Section of, Schedule to, Exhibit to or Annex to this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” For purposes of this Agreement, whenever the context requires the singular number shall include the plural, and vice versa. All references in this Agreement to “\$” are intended to refer to United States dollars and all references to “EUR” are to the lawful currency of the European Union. Any reference to a particular Law means such Law as amended, modified or supplemented (including all rules and regulations promulgated thereunder) and, unless otherwise provided, as in effect from time to time.

10.11 Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meanings specified or referred to in Annex III, or if not defined therein, in the Separation Agreement.

10.12 Expenses. Except as otherwise expressly provided herein, each Party shall pay its own expenses incident to this Agreement and the transactions contemplated herein.

10.13 No Set-Off. The obligations under this Agreement shall not be subject to set-off for non-performance or any monetary or non-monetary claim by any Party or any of their respective Affiliates under any other agreement between the Parties or any of their respective Affiliates.

10.14 Specific Performance; Other Equitable Relief.

(a) Subject to Article IX, the Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the specific terms hereof or were otherwise breached. It is accordingly agreed that prior to the termination of this Agreement in accordance with Article III, the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement (without necessity of posting bond or other security (any requirements therefor being expressly waived)), this being in addition to any other remedy to which they are entitled at Law or in equity.

(b) Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief as provided herein on the basis that (i) it has an adequate remedy at Law or (ii) an award of specific performance is not an appropriate remedy for any reason at Law or equity. Any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

10.15 Construction. This Agreement shall be construed as if jointly drafted by the Parties and no rule of construction or strict interpretation shall be applied against either Party. The Parties represent that this Agreement is entered into with full consideration of any and all rights which the Parties may have. The Parties have conducted such investigations they thought appropriate, and have consulted with such advisors as they deemed appropriate regarding this Agreement and their rights and asserted rights in connection therewith. The Parties are not relying upon any representations or statements made by the other Party, or such other Party’s employees, agents, representatives or attorneys, regarding this Agreement, except to the extent such representations are expressly set forth or incorporated in this Agreement. The Parties are not relying upon a legal duty, if one exists, on the part of the other Party (or such other Party’s employees, agents, representatives or attorneys) to disclose any information in connection with the execution of this Agreement or their preparation, it being expressly understood that neither Party shall ever assert any failure to disclose information on the part of the other Party as a ground for challenging this Agreement.

10.16 Assignment; Successors and Assigns; No Third Party Beneficiaries. Neither this Agreement nor the rights or obligations hereunder shall be assignable by either Party, by operation of law or otherwise, without the prior written consent of the other Party, and any purported assignment or delegation in violation of this paragraph shall be null and void; provided, however, that (a) either Party may, without the consent of any other Party, assign any or all of its rights and interests, and delegate any or all of its obligations, to an Affiliate, provided that no such assignment or delegation shall relieve the assigning or delegating Party of its obligation to ensure performance by such Affiliate of its delegated obligations, (b) nothing in this Section 10.16 will restrict Provider from subcontracting the provision of Services to an Affiliate or to any third parties to the extent such third parties are used to provide such Services or similar services to other businesses of Provider and its Affiliates, and (c) a Party may assign its applicable rights, obligations and interests to a third party hereunder in conjunction with (i) the change in control of such Party, (ii) the sale of all or substantially all of the assets of such Party, or (iii) the sale or divestiture of any of the product lines, operating units, subsidiaries or business divisions of such Party, provided that (x) such assigning Party shall remain responsible for all liability of such Party accrued hereunder as of the date of such assignment, (y) the assignee agrees in writing to assume all applicable obligations of the assigning Party accruing hereunder after such assignment (whereupon the assigning Party will be relieved of all liability and obligations hereunder to the extent accruing after such assignment), and (z) as of the date of such assignment, such assignee has commercially reasonably financial wherewithal to assume all applicable obligations. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. No provision of this Agreement is intended to confer any rights, benefits, remedies or liabilities hereunder upon any person other than the Parties and their respective successors and permitted assigns.

10.17 Conflict. In case of conflict between the terms and conditions of this Agreement and any schedule hereto, the terms and conditions of this Agreement shall control and govern.

10.18 Relationship of the Parties. The relationship of the Parties to each other is that of independent contractors and neither Party nor its agents or employees shall be considered employees or agents of the other Party. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture or grant of a franchise between the Parties. Neither Party shall have the right to bind the other Party to any obligations to third parties.

10.19 Performance. Each Party shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary or Affiliate of such Party.

10.20 Compliance with Laws. Each Party shall comply, at its own expense, with the provisions of all Laws applicable to the performance of its obligations under this Agreement.

10.21 Other Agreements. Except as expressly set forth herein, this Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the Separation Agreement or the other Ancillary Agreements.

[Signature Page To Follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

TECHNIPFMC PLC

By: /s/ Alf Melin  
Name: Alf Melin  
Title: Executive Vice President and Chief  
Financial Officer



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

TECHNIP ENERGIES N.V.

By: /s/ Bruno Vibert  
Name: Bruno Vibert  
Title: Chief Financial Officer

ANNEX I

Services provided by TFMC to TEN

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ANNEX II

Services provided by TEN to TFMC

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## ANNEX III

### Defined Terms

“Confidential Information” means all (i) non-public information and material of a Party or its Affiliates (and of companies with which such Party has entered into confidentiality agreements) that the other Party obtains knowledge of or access to; (ii) non-public Intellectual Property of the disclosing Party; and (iii) business and financial information of the disclosing Party, including but not limited to pricing, business plans, forecasts, revenues, expenses, earnings projections, sales data and any and all other non-public financial information; provided, however, “Confidential Information” does not include information that: (i) is or becomes public knowledge without any action by, or involvement of, the receiving Party or its Affiliates or contractors; (ii) is independently developed by the receiving Party without reference or access to the Confidential Information of the disclosing Party and is so documented; or (iii) is obtained by the receiving Party without restrictions on use or disclosure from a third party who did not receive it, directly or indirectly, from the disclosing Party.

“Fully Burdened Cost” has the meaning set forth in Annex IV.

“Provider” refers to (i) TFMC, in connection with Services provided by such Person pursuant to Section 1.1(a) of this Agreement, and (ii) TEN, in connection with Services provided by such Person pursuant to Section 1.1(b) of this Agreement.

“Recipient” refers to (i) TEN, in connection with Services received by such Person pursuant to Section 1.1(a) of this Agreement, and (ii) TFMC, in connection with Services received by such Person pursuant to Section 1.1(b) of this Agreement.

“Service” refers to (i) each Service provided by or at the direction of TFMC to TEN and its Subsidiaries as set forth on Annex I in accordance with Section 1.1(a) and (ii) each service provided by or at the direction of TEN to TFMC and its Subsidiaries as set forth on Annex II in accordance with Section 1.1(b).

“Stranded Costs” means, with respect to any particular Service, the amounts identified as “Stranded Costs” for early termination, if any, in Annex I or Annex II, as applicable.

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**Other Defined Term References**

<b>Defined Term</b>	<b>Section</b>
Action	Separation Agreement
Additional Services	Section 1.2(a)
Affiliate	Separation Agreement
Agreement	Preamble
Ancillary Agreements	Separation Agreement
Asset Transfer Agreement	Recitals
Change	Section 1.2(b)
Change Request	Section 1.2(b)
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Early Termination Notice	Section 3.3
Effective Date	Preamble
Expenses	Section 2.1
Fees	Section 2.1
Force Majeure Event	Section 7.1
Law	Separation Agreement
Liabilities	Separation Agreement
Party(ies)	Preamble
Payee	Section 2.3
Payor	Section 2.3
Person	Separation Agreement
Project Managers	Section 1.1(f)
Separation	Recitals
Separation Agreement	Recitals
Service Modification	Section 1.2(a)
Service Standards	Section 1.3(a)
Service Managers	Section 1.1(f)
Service Taxes	Section 2.3
Service Term	Section 3.2
Services	Section 1.1(a)
Subsidiary	Separation Agreement
Tax Matters Agreement	Separation Agreement
TEN	Preamble
TEN Business	Separation Agreement
Term	Section 3.1
Termination Services	Section 3.5(a)
TFMC	Preamble
TFMC Business	Separation Agreement

## ANNEX IV

### Costing Methodology

The term "Fully Burdened Cost" represents the total cost to provide a Service. The intent is to assign to the Service all direct costs (including direct labor at average labor rates, direct supervision, benefits, travel and related costs, service-related training and any direct third party costs incurred to provide the Service) as well as a relevant portion of overhead. Overhead includes the necessary costs to support the provision of a Service including indirect labor, building occupancy costs, depreciation, information technology costs, site costs, and supplies. Average departmental labor rates are normally used to charge direct labor to a product or Service. Actual material purchase prices are used to charge direct materials to a product or Service.

I. Methodology. Provider will use a methodology similar to the following to calculate the Fully Burdened Cost to provide a Service:

The Service to be performed will be defined (e.g., Accounts Payable, Accounts Receivable).

A. Direct costs to provide the Service are charged directly to the applicable Provider providing this Service. These costs generally include direct labor, direct supervision, employee benefits, travel and related costs, service-related training, Taxes, permits, and any direct third party costs incurred to provide the Service.

B. Direct costs will be allocated to the Service being provided using appropriate and available cost drivers or based on an effort study to determine the portion of the total effort of the relevant Provider utilized to provide the defined Service in A. above.

C. An allocation of overhead to the Service being provided will be determined by first identifying relevant overhead costs necessary to support the Service. Second, an appropriate and available cost driver will be used to relate the overhead to the Service being provided.

D. Fully Burdened Cost is equal to the sum of direct costs as determined in B and allocated overhead as determined in C. The unit charge rate for each Service provided is determined by dividing the total cost by the forecast/actual units (e.g., direct hours, etc.).

II. Example Overhead Costs. The overhead portion of Fully Burdened Cost attributable to a Service shall include (but is not limited to) costs such as:

A. Information technology costs including voice communication, data communication, desktop hardware and software, desktop support, application support, data center and related hardware costs and administration.

B. Related costs including rent, property and related Taxes, insurance and depreciation.

C. Maintenance.

D. Utilities.

E. Security costs.

F. Office administration and supplies.

III. Examples of Overhead Costs Not Included in Overhead Calculations. The following costs will not be includable in the overhead portion of Fully Burdened Cost:

A. Costs for corporate executives, including the CEO and those overseeing the following functions: Finance, Human Resources, Information Technology, Supply, Chain Management and Logistics, Corporate Marketing, and Corporate Research and Development.

B. Corporate marketing costs.

C. Any cost that does not directly or indirectly support the Service being provided.

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PATENT LICENSE AGREEMENT

by and between

TECHNIPFMC PLC

AND

TECHNIP ENERGIES N.V.

Dated as of February 15, 2021

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## PATENT LICENSE AGREEMENT

This PATENT LICENSE AGREEMENT (this "Agreement") is entered into effective as of February 15, 2021 (the "Effective Date"), by and between TechnipFMC plc, a public limited company formed under the Laws of England and Wales ("TFMC") and Technip Energies N.V., a public limited liability company formed under the laws of the Netherlands and wholly owned subsidiary of TFMC ("TEN"). TFMC and TEN are each a "Party" and are sometimes referred to herein collectively as the "Parties."

### RECITALS

WHEREAS, TFMC, acting together with its Subsidiaries, currently conducts the TFMC Business and the TEN Business;

WHEREAS, TFMC and TEN have entered into that certain Separation and Distribution Agreement, dated as of February 15, 2020 (the "Separation Agreement") pursuant to which the Separation will be consummated;

WHEREAS, as a result of the Separation, TFMC will own certain patents and patent applications as of the Effective Date ("TFMC Patents") and certain other patents and patent applications will be owned by TEN as of the Effective Date ("TEN Patents");

WHEREAS, within each group of TFMC Patents and TEN Patents there is a subset of patents in respect of which the other Party will be granted a license and such patents are defined herein as Licensed TFMC Patents and Licensed TEN Patents, respectively; and

WHEREAS, as of the Effective Date, and subject to the terms and conditions herein, (i) TFMC is willing to grant to TEN, and TEN is willing to accept, a license to the Licensed TFMC Patents, and (ii) the transfer of the Licensed TEN Patents to TEN as part of the Separation is made subject to, and TEN is willing to grant to TFMC, a license to the Licensed TEN Patents.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

### ARTICLE I. LICENSES

1.1 Retention of License to TFMC. The Parties acknowledge that the Licensed TEN Patents have been transferred to TEN as part of the Separation, subject to the retention by TFMC in favor of itself and its current and future Subsidiaries of, and TEN hereby grants to TFMC and its current and future Subsidiaries, effective as of the Effective Date and subject to the terms and conditions set forth herein, a royalty-free, fully paid up, non-transferable (except as set forth in Section 5.12), sublicensable (solely as set forth in this Section 1.1), non-exclusive license for the Term to use and exploit the Licensed TEN Patents in the TFMC Field. Subject to the restrictions set forth above, the foregoing license includes (unless specified otherwise in any Annex to this Agreement related to any specific patent or family of patents), but is not limited to the rights (i) to make, have made, use, import, export, distribute, offer to sell and sell products and services under the Licensed TEN Patents and (ii) to enhance, improve and otherwise exploit the inventions claimed in the Licensed TEN Patents. The foregoing license is sublicensable solely as is reasonably necessary in connection with the receipt of services by TFMC and its Subsidiaries but is not sublicensable pursuant to this Section 1.1 for use by any third party for such third party's own benefit. TFMC shall require such permitted sublicensees to agree in writing to comply with the limited scope of any such sublicense.

1.2 License of Licensed TFMC Patents to TEN. Effective as of the Effective Date and subject to the terms and conditions set forth herein, TFMC on behalf of itself and its Subsidiaries, hereby grants, and shall cause its Subsidiaries to grant, to TEN and its current and future Subsidiaries, a royalty-free, fully paid up, non-transferable (except as set forth in Section 5.12), sublicensable (solely as set forth in this Section 1.2), non-exclusive license for the Term to use and exploit the Licensed TFMC Patents in the TEN Field. Subject to the restrictions set forth above, the foregoing license includes, but is not limited to the rights (unless specified otherwise in any Annex to this Agreement related to any specific patent or family of patents) (i) to make, have made, use, import, export, distribute, offer to sell and sell products and services under the Licensed TFMC Patents and (ii) to enhance, improve and otherwise exploit the inventions claimed in the Licensed TFMC Patents. The foregoing license is sublicensable solely as is reasonably necessary in connection with the receipt of services by TEN and its Subsidiaries but is not sublicensable pursuant to this Section 1.2 for use by any third party for such third party's own benefit. TEN shall require such permitted sublicensees to agree in writing to comply with the limited scope of any such sublicense.

1.3 License of Flexible Patents to TEN.

(a) Effective as of the Effective Date, TFMC on behalf of itself and its Subsidiaries, hereby grants, and shall cause its Subsidiaries to grant, to TEN and its current and future Subsidiaries, a royalty-free, fully paid up, non-exclusive license for the Term under the Flexible Patents to use, import, export, distribute, offer to sell and sell Flexible Products manufactured and supplied by TFMC to TEN and its Subsidiaries, subject to the terms and conditions set forth herein and in any other agreement between or among TFMC, TEN or any of their Subsidiaries relating to the manufacture and supply of Flexible Products by TFMC to TEN and its Subsidiaries (any such agreement, a "Flexible Products Supply Agreement"). For the avoidance of doubt, subject to Section 1.3(b), the foregoing license does not permit TEN or any of its Subsidiaries to make or have made Flexible Products.

(b) If TFMC is unable or unwilling to manufacture and/or supply Flexible Products to TEN for a period exceeding three (3) months, then the license set forth in Section 1.3(a) above shall include the right to make and have made Flexible Products under the Flexible Patents; provided that (A) neither TEN nor any of its Subsidiaries is in material breach of any applicable Flexible Products Supply Agreement that is uncured in accordance with its terms, (B) the applicable Flexible Products Supply Agreement was not terminated by TFMC or its applicable Subsidiary for cause, and (C) the applicable Flexible Products Supply Agreement was not terminated by TEN or its applicable Subsidiary (except due to an uncured material breach by TFMC).

1.4 License of Fixed Offshore Platform Patents to TEN. Effective as of the Effective Date and subject to the terms and conditions set forth herein, TFMC on behalf of itself and its Subsidiaries, hereby grants, and shall cause its Subsidiaries to grant, to TEN and its current and future Subsidiaries, a royalty-free, fully paid up, non-exclusive, non-transferable (except as set forth in Section 5.12), sublicensable (solely as set forth in this Section 1.4) license for the Term to make, use, import, export, distribute, offer to sell and sell products and services under the Fixed Offshore Platform Patents exclusively for the benefit of TFMC and its Subsidiaries and not for the benefit of any other Person. The foregoing license is sublicensable solely as is reasonably necessary in connection with the receipt of services by TEN and its Subsidiaries but is not sublicensable pursuant to this Section 1.4 for use by any third party for such third party's own benefit. TEN shall require such permitted sublicensees to agree in writing to comply with the limited scope of any such sublicense.

1.5 Reservation of Rights.

(a) TFMC hereby acknowledges and agrees that, as between the Parties, TEN and its Subsidiaries are the sole and exclusive owners of all right, title and interest in, to and under the Licensed TEN Patents, subject only to the retention by TFMC of the licensed rights set forth in Section 1.1. Nothing in this Agreement grants TFMC any right, title or interest in or to the Licensed TEN Patents other than pursuant to the license granted herein, nor does anything in this Agreement restrict or prevent TEN or any of its Subsidiaries from using the Licensed TEN Patents for any purpose in any field. All rights in, to and under the Licensed TEN Patents that are not expressly retained by or granted to TFMC or any of its Subsidiaries hereunder are reserved by and to TEN and its Subsidiaries.

(b) TEN hereby acknowledges and agrees that, as between the Parties, TFMC and its Subsidiaries are the sole and exclusive owners of all right, title and interest in, to and under the Licensed TFMC Patents, the Flexible Patents and the Fixed Offshore Platform Patents. Nothing in this Agreement grants TEN any right, title or interest in or to the Licensed TFMC Patents, the Flexible Patents or the Fixed Offshore Platform Patents other than pursuant to the license granted herein. Nothing in this Agreement restricts or prevents TFMC or any of its Subsidiaries from using the Licensed TFMC Patents, the Flexible Patents or the Fixed Offshore Platform Patents for any purpose in any field. All rights in, to and under the Licensed TFMC Patents, the Flexible Patents or the Fixed Offshore Platform Patents that are not expressly granted to TEN or any of its Subsidiaries hereunder are reserved by and to TFMC and its Subsidiaries.

1.6 Acknowledgements and Covenants.

(a) Each Party hereby acknowledges and agrees that it shall not (and it shall not cause or permit its applicable Affiliates and Subsidiaries to) at any time claim ownership of the Patents licensed to it by the other Party hereunder anywhere in the world.

(b) Each Party hereby acknowledges and agrees that, except as expressly set forth in the Separation Agreement, the Transition Services Agreement, this Agreement, or the other Ancillary Agreements, the other Party has no obligation whatsoever to provide support, maintenance, advice, services or any other assistance or any documentation or technical information of any kind in connection with the Patents licensed to such Party by the other Party hereunder.

(c) Without limiting any of the representations, warranties and covenants set forth in the Separation Agreement and the other Ancillary Agreements, each Licensee hereby acknowledges and agrees (i) that the Licensor shall have no responsibility with respect to the past, present or future validity, subsistence, enforceability, application and/or registration of any of the Patents licensed by such Party to the Licensee hereunder and (ii) that the Licensor may make decisions with respect to the prosecution, maintenance, abandonment, or lapse of all such Patents in its sole and absolute discretion.

ARTICLE II.  
TERM AND TERMINATION

2.1 Term. This Agreement and the licenses granted hereunder are effective as of the Effective Date and shall continue, in respect of each Patent licensed hereunder, for the life of such Patent (the "Term"), unless terminated earlier in accordance with Section 2.2 below and provided, however, that in the event the Separation Agreement is terminated, this Agreement shall automatically become null and void and no Party, nor any Party's directors, officers or employees, shall have any Liability of any kind to any Person by reason of this Agreement. After the Distribution, this Agreement may not be terminated except as otherwise provided in this ARTICLE II, or by an agreement in writing signed by the Parties.

2.2 Termination on Sale to Competitor. In the event this Agreement or any license hereunder is assigned or otherwise transferred by either Party to a Competitor without the consent of the applicable Licensor, such assignment or transfer shall be void ab initio, and to the extent purported to be assigned or transferred to such Competitor, this Agreement or the applicable license shall terminate with immediate effect.

2.3 Effect of Termination. Upon expiration or termination of this Agreement or any licenses granted hereunder for any reason, Licensee shall immediately cease and refrain from any use of the Licensed TEN Patents, the Licensed TFMC Patents, the Flexible Patents and/or the Fixed Offshore Platform Patents, as applicable.

ARTICLE III.  
DISCLAIMER OF WARRANTIES; LIABILITY

3.1 No Warranties. WITHOUT LIMITING ANY REPRESENTATIONS OR WARRANTIES SET FORTH IN THE SEPARATION AGREEMENT AND THE OTHER ANCILLARY AGREEMENTS AND ANY RELATED RIGHTS TO INDEMNIFICATION THEREUNDER, ALL OF THE RIGHTS PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND "WHERE IS", WITHOUT WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF CONDITION OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ALL OF WHICH ARE HEREBY DISCLAIMED.

3.2 Limitation of Liability. WITHOUT LIMITING EITHER PARTY'S LIABILITY UNDER THE SEPARATION AGREEMENT AND THE OTHER ANCILLARY AGREEMENTS, AND WITH THE EXCEPTION OF LIABILITY ARISING FROM FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE FOR, OR BEAR ANY OBLIGATION IN RESPECT OF, ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER OR ANY DAMAGES RELATING TO, OR ARISING OUT OF, LOST PROFITS, OR LIMITATIONS OR RESTRICTIONS ON BUSINESS PRACTICES ARISING OUT OF OR IN CONNECTION WITH THE USE OF ANY LICENSED TEN PATENTS, LICENSED TFMC PATENTS, FLEXIBLE PATENTS OR FIXED OFFSHORE PLATFORM PATENTS OR ANY OTHER RIGHTS OR OBLIGATIONS UNDER THIS PATENTS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.3 Limited Liability of Representatives. Notwithstanding any other provision of this Agreement, no individual who is a shareholder, director, employee, officer, agent or representative of TFMC or TEN, in such individual's capacity as such, shall have any Liability in respect of or relating to the covenants or obligations of TFMC or TEN, as applicable, under this Agreement or in respect of any certificate delivered with respect hereto and, to the fullest extent legally permissible, each of TFMC or TEN, for itself and its respective Subsidiaries and its and their respective shareholders, directors, employees and officers, waives and agrees not to seek to assert or enforce any such Liability that any such Person otherwise might have pursuant to applicable Law.

ARTICLE IV.  
DISPUTE RESOLUTION

4.1 Dispute Resolution. Any and all disputes, controversies and claims arising hereunder, including with respect to the validity, interpretation, performance, breach or termination of this Agreement shall be resolved through the procedures provided in Article VI of the Separation Agreement.

ARTICLE V.  
MISCELLANEOUS

5.1 Corporate Power.

(a) TFMC represents on behalf of itself and each other member of the TFMC Companies, and TEN represents on behalf of itself and each other member of the TEN Companies, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(ii) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms hereof.

(b) Each Party acknowledges that it and each other Party may execute this Agreement by facsimile, stamp or mechanical signature. Each Party expressly adopts and confirms each such facsimile, stamp or mechanical signature made in its respective name as if it were a manual signature, agrees that it shall not assert that any such signature is not adequate to bind such Party to the same extent as if it were signed manually and agrees that at the reasonable request of any other Party at any time it shall as promptly as reasonably practicable cause this Agreement to be manually executed (any such execution to be as of the date of the initial date thereof).

5.2 Modification or Amendments. Subject to the provisions of applicable Law, and except as otherwise provided in this Agreement, this Agreement may be amended, modified or supplemented only by written instrument signed by the authorized representative of the Party against whom it sought to enforce such waiver, amendment, supplement or modification is sought to be enforced.

5.3 Waivers of Default. Waiver by a Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

5.4 Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

5.5 Governing Law. This Agreement (and any claims arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any Party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the Laws of the State of New York, irrespective of the choice of laws principles of the State of New York, including all matters of validity, construction, effect, enforceability, performance and remedies.

5.6 Notices. Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid or by prepaid overnight courier (providing written proof of delivery), or by confirmed facsimile transmission or electronic mail (with confirmed receipt), addressed as follows:

If to TFMC, to:

TechnipFMC plc  
One St. Paul's Churchyard,  
London EC4M 8AP, United Kingdom  
Attention: Victoria Lazar  
Email: victoria.lazar@technipfmc.com

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP  
330 North Wabash Avenue, Suite 2800  
Chicago, IL 60611  
Attention: Ryan Maieron  
Email: ryan.maieron@lw.com  
Attention: Christopher R. Drewry  
Email: christopher.drewry@lw.com

If to TEN, to:

Technip Energies N.V.  
6-8 Allée de l'Arche, Faubourg de l'Arche, ZAC Danton, 92400 Courbevoie, France  
Attention: Bruno Vibert  
Email: bruno.vibert@technipfmc.com  
Attention: Stephen Siegel  
Email: stephen.siegel@technipfmc.com

with a copy (which shall not constitute notice) to:

Davis & Polk Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017  
Attention: William Aaronson  
Email: william.aaronson@davispolk.com  
Attention: Jacques Naquet-Radiguet  
Email: jacques.naquet@davispolk.com

or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above.

5.7 Entire Agreement. This Agreement (including any annexes hereto), together with the Separation Agreement and the other Ancillary Agreements constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the Parties, with respect to the subject matter hereof.

5.8 No Third-Party Beneficiaries. Except for the applicability of the licenses contained in Section 1.1 and Section 1.2 to Subsidiaries of the Licensees: (a) the provisions of this Agreement are solely for the benefit of the Parties and are not intended to confer upon any Person (including, without limitation, any shareholders of TFMC or shareholders of TEN) except the Parties hereto any rights or remedies hereunder; and (b) there are no third-party beneficiaries of this Agreement, and this Agreement shall not provide any third Person (including, without limitation, any shareholders of TFMC or shareholders of TEN) with any remedy, claim, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

5.9 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability or the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

5.10 Interpretation. The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, Schedule, Annex or Exhibit, such reference shall be to a Section of, Schedule to, Annex to or Exhibit to this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” For purposes of this Agreement, whenever the context requires the singular number shall include the plural, and vice versa. All references in this Agreement to “\$” are intended to refer to United States dollars and all references to “EUR” are to the lawful currency of the European Union. Any reference to a particular Law or Contract means such Law or Contract as amended, modified or supplemented (including, with respect to any such Law, all rules and regulations promulgated thereunder) and, unless otherwise provided, as in effect from time to time.

5.11 Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meanings specified or referred to in Annex I, or if not defined therein, in the Separation Agreement.

5.12 Assignment.

(a) Nothing herein shall restrict a Party from assigning or transferring any Patents it owns and licenses to the other Party hereunder to any Person (whether by Contract, by operation of Law, by virtue of a merger or consolidation with any surviving entity, or otherwise); provided that any such assignment or transfer (or deemed assignment or transfer) shall have no effect on the licenses granted hereunder, and the assigned or transferred Patents shall remain subject to, and the applicable assignee or transferee agrees in writing to be bound by the terms and conditions of, this Agreement.

(b) Subject to and without limiting subsection (a) above, neither Party may assign this Agreement, or any of its respective rights and obligations under this Agreement to any Person and any attempt to do so shall be void. Notwithstanding the foregoing, either Party may (i) transfer all or a part of their respective rights and obligations under this Agreement, or sublicense any of the licenses granted hereunder, to their respective Affiliates; (ii) transfer all or part of their respective rights and obligations under this Agreement to any third party in connection with an acquisition of such Party (whether by merger, consolidation, sale of assets, sale or exchange of stock, by operation of Law or otherwise and whether in a single or multiple transactions); and (iii) transfer all or part of its respective rights and obligations under this Agreement to any third party in connection with an acquisition of a discrete business unit or division of such Party (whether by merger, consolidation, sale of assets, sale or exchange of stock, or otherwise), provided that business unit or division is capable of being operated on a standalone basis, and provided that the license shall not extend beyond the business unit or division being sold; and provided further that, in each of the above cases, such transferee, assignee or successor agrees to be bound by the terms of this Agreement. Notwithstanding anything to the contrary herein, neither this Agreement, nor any of the licenses hereunder, shall be assigned or otherwise transferred in whole or in part by either Party to any Competitor of the other Party without the other Party’s prior written consent, which shall not be unreasonably withheld, delayed or conditioned. Further, each Party may collaterally assign its rights under this Agreement to its lenders or other financing sources, provided that, upon foreclosure, (A) any assignee or transferee of all or part of this Agreement agrees to be bound by the terms of this Agreement, and (B) neither this Agreement, nor any of the licenses hereunder, shall be assigned or otherwise transferred in whole or in part in connection with such foreclosure to any Competitor of the other Party without the other Party’s prior written consent, which shall not be unreasonably withheld, delayed or conditioned.



(c) Subject to subparagraphs (a) and (b) above, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors (whether by Contract, operation of Law or otherwise) and permitted assigns.

5.13 Specific Performance; Other Equitable Relief. Each Party hereby acknowledges and agrees that (i) irreparable damage would occur if any provision of this Agreement were not performed in accordance with the specific terms hereof or were otherwise breached, and (ii) remedies at Law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any loss that any other Party would suffer as a result. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement (without necessity of posting bond or other security (any requirements therefor being expressly waived)), this being in addition to any other remedy to which they are entitled at Law or in equity. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief as provided herein on the basis that (i) the other Party has an adequate remedy at Law or (ii) an award of specific performance is not an appropriate remedy for any reason at Law or equity. Any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

5.14 Construction. This Agreement shall be construed as if jointly drafted by the Parties and no rule of construction or strict interpretation shall be applied against either Party. The Parties represent that this Agreement is entered into with full consideration of any and all rights which the Parties may have. The Parties have conducted such investigations they thought appropriate, and have consulted with such advisors as they deemed appropriate regarding this Agreement and their rights and asserted rights in connection therewith. The Parties are not relying upon any representations or statements made by the other Party, or such other Party's employees, agents, representatives or attorneys, regarding this Agreement, except to the extent such representations are expressly set forth or incorporated in this Agreement, the Separation Agreement or any of the other Ancillary Agreements. The Parties are not relying upon a legal duty, if one exists, on the part of the other Party (or such other Party's employees, agents, representatives or attorneys) to disclose any information in connection with the execution of this Agreement or their preparation, it being expressly understood that neither Party shall ever assert any failure to disclose information on the part of the other Party as a ground for challenging this Agreement.

5.15 Performance. Each Party shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary or Affiliate of such Party.

5.16 Other Agreements. Except as expressly set forth herein, this Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the Separation Agreement or the other Ancillary Agreements.

*[Signature Page to Follow.]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

TECHNIPFMC PLC

By: /s/ Alf Melin

Name: Alf Melin

Title: Executive Vice President and Chief  
Financial Officer

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

TECHNIP ENERGIES N.V.

By: /s/ Bruno Vibert

Name: Bruno Vibert

Title: Chief Financial Officer

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## ANNEX I:

### Defined Terms

“Competitor” means (a) in respect of TFMC, any other Person identified as a competitor to TFMC or any of its Affiliates in the most recent annual report or proxy of TFMC; and (b) in respect of TEN, any other Person identified as a competitor to TEN or any of its Affiliates in the most recent annual report or proxy of TEN.

“Fixed Offshore Platform Patents” means the patents and patent applications set forth in Annex V, including any re-examinations and reissues thereof, together with any patents issuing from any such patent applications, or any continuations, continuations in part, divisionals, or national stage entries of such applications, or any future applications that validly claim a right of priority to such applications under the Paris Convention for the Protection of Industrial Property.

“Flexible Patents” means the patents and patent applications set forth in Annex IV, including any re-examinations and reissues thereof, together with any patents issuing from any such patent applications, or any continuations, continuations in part, divisionals, or national stage entries of such applications, or any future applications that validly claim a right of priority to such applications under the Paris Convention for the Protection of Industrial Property.

“Flexible Products” means pipe composite or unbonded or bonded construction of layers of different materials forming a pressure-containing conduit, delivered in one continuous length or joined together with connectors, and the pipe structure allows large deflections without a significant increase in bending stresses, such as, but not limited to API 17J and API RP 17B and including transport of cryogenic fluid.

“Licensed TEN Patents” means (a) the patents and patent applications set forth in Annex III and (b) any re-examinations and reissues thereof, together with any patents issuing from any such patent applications, or any continuations, continuations in part, divisionals, or national stage entries of such applications, or any future applications that validly claim a right of priority to such applications under the Paris Convention for the Protection of Industrial Property.

“Licensed TFMC Patents” means (a) the patents and patent applications set forth in Annex II and (b) any re-examinations and reissues thereof, together with any patents issuing from any such patent applications, or any continuations, continuations in part, divisionals, or national stage entries of such applications, or any future applications that validly claim a right of priority to such applications under the Paris Convention for the Protection of Industrial Property.

“Licensee” means (a) TFMC, with respect to the license under the Licensed TEN Patents, set forth in Section 1.1, and (b) TEN, with respect to the licenses under the Licensed TFMC Patents, the Flexible Patents and the Fixed Offshore Platform Patents, set forth in Sections 1.2, 1.3 and 1.4.

“Licensor” means (a) TEN, with respect to the license under the Licensed TEN Patents, set forth in Section 1.1, and (b) TFMC, with respect to the licenses under the Licensed TFMC Patents, the Flexible Patents and the Fixed Offshore Platform Patents, set forth in Sections 1.2, 1.3 and 1.4.

“Patents” means the Licensed TFMC Patents, the Licensed TEN Patents, the Flexible Patents and/or the Fixed Offshore Platform Patents.

“TEN Field” means the field of the TEN Business, as such business is conducted as of the Closing, and the natural extensions and evolutions thereof.

“TFMC Field” means the field of the TFMC Business, as such business is conducted as of the Closing, and the natural extensions and evolutions thereof.

Other Defined Term References

<u>Defined Term</u>	<u>Section</u>
Action	Separation Agreement
Affiliate	Separation Agreement
Agreement	Preamble
Ancillary Agreements	Separation Agreement
Asset Transfer Agreement	Recitals
Flexible Products Supply Agreement	Section 1.3(a)
Contract	Separation Agreement
Effective Date	Preamble
Governmental Entity	Separation Agreement
Law	Separation Agreement
Liabilities	Separation Agreement
Party(ies)	Preamble
Person	Separation Agreement
Separation	Recitals
Separation and Distribution Agreement	Recitals
Subsidiary	Separation Agreement
TEN	Preamble
TEN Business	Separation Agreement
TEN Patents	Recitals
Term	Section 2.1
TFMC Business	Separation Agreement
TFMC Patents	Recitals

**ANNEX II:**

**Licensed TFMC Patents**

**ANNEX III:**

**Licensed TEN Patents**



**ANNEX IV:**

**Flexible Patents**

**Fixed Offshore Platform Patents**

**COEXISTENCE AND TRADEMARK MATTERS AGREEMENT**

**by and between**

**TECHNIPFMC PLC**

**AND**

**TECHNIP ENERGIES N.V.**

**Dated as of February 15, 2021**

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## COEXISTENCE AND TRADEMARK MATTERS AGREEMENT

This COEXISTENCE AND TRADEMARK MATTERS AGREEMENT (this "Agreement"), is entered into effective as of February 15, 2021 (the "Effective Date"), by and between TechnipFMC plc, a public limited company formed under the Laws of England and Wales ("TFMC") and Technip Energies N.V., a public limited liability company formed under the Laws of the Netherlands and a wholly owned subsidiary of TechnipFMC ("TEN"). TFMC and TEN are each a "Party" and are sometimes referred to herein collectively as the "Parties".

### RECITALS

WHEREAS, TFMC plc, acting together with its Subsidiaries, currently conducts the TFMC Business and the TEN Business;

WHEREAS, TFMC and TEN have entered into that certain Separation and Distribution Agreement, dated as of February 15, 2021 (the "Separation Agreement") pursuant to which TEN will be separated from the rest of TFMC and will be established as a separate, publicly-traded company to operate the TEN Business;

WHEREAS, TFMC, together with its Affiliates, owns a family of Marks containing the element TECHNIP, including TECHNIP, TECHNIP FMC, and TECHNIP UMBILICALS, which were used in connection with both the TFMC Business and the TEN Business prior to the Separation;

WHEREAS, following the Separation, TFMC intends to continue to use the Technip-Formative Marks set forth in Annex II (the "TFMC Marks") in connection with the TFMC Business; and TEN wishes to own and use the Technip-Formative Marks set forth in Annex III (the "TEN Marks") in connection with the TEN Business, but has agreed to cease all use of the TFMC Marks, except as expressly set forth herein or in the Separation Agreement;

WHEREAS, in order to maintain the strength of the TFMC Marks and the TEN Marks, and in order to avoid any likelihood of confusion as to the source of their respective goods and services, the Parties have agreed to abide by certain restrictions in connection with the use and exploitation of the TFMC Marks and the TEN Marks, respectively, as specified in this Agreement;

WHEREAS, TFMC also owns certain Loading Arms Marks, and TEN desires (i) to use the Loading Arms Marks following the Separation on a transitional basis in connection with its marketing and sale of certain Loadings Arms Products, and (ii) to permit the continued use by Tokyo Boeki of the Loading Arms Marks following the Separation in accordance with the Tokyo Boeki License Agreement; and TFMC consents to the limited and transitional use of the Loading Arms Marks as specified in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I.  
OWNERSHIP

1.1 Ownership.

(a) TFMC Marks. TEN acknowledges that, as between the Parties, TFMC is the sole and exclusive owner of all right, title and interest in and to the TFMC Marks and any rights related thereto. TEN acknowledges and agrees that nothing in this Agreement shall give any member of the TEN Group any right, title, or interest in the TFMC Marks.

(b) TEN Marks. TFMC acknowledges that, as between the Parties, TEN is the sole and exclusive owner of all right, title and interest in and to the TEN Marks and any rights related thereto. TFMC acknowledges and agrees that nothing in this Agreement shall give any member of the TFMC Group any right, title, or interest in the TEN Marks. To the extent any of the TEN Marks are not owned as of the Effective Date by a member of the TEN Group, TFMC, on behalf of itself and the other members of the TFMC Group, hereby irrevocably assigns, conveys and transfers to TEN all right, title and interest in and to all TEN Marks, together with all goodwill associated therewith and the right to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement, dilution, passing off, misappropriation or other violation of the TEN Marks. TFMC shall, and shall cause all other members of the TFMC Group to, as applicable, execute and deliver all documents and take all other actions reasonably requested by TEN to effect the terms of this assignment, including recordation thereof in the applicable state and national trademark offices.

1.2 No Inconsistent Action.

(a) TFMC Marks. Without limiting TEN's right to enforce the terms of this Agreement (including its right to use all TEN Marks and all variations, adaptations, translations, combinations and derivatives thereof as permitted in this Agreement), TEN shall not, and shall cause each other member of the TEN Group to not, directly or indirectly: (a) assert any claim of right in or ownership of the TFMC Marks, contest the validity or enforceability of the TFMC Marks or challenge TFMC's right, title, interest in, or ownership of, the TFMC Marks, its registrations therefor or TFMC's right to license the same; (b) interfere with, oppose or challenge any of TFMC's applications for or registrations of the TFMC Marks (including domain name registrations) or interfere with, oppose or challenge the exploitation of the TFMC Marks by or on behalf of TFMC; (c) apply for, or assist or cause any other entity to apply for, the registration of any logo, symbol, trademark, service mark, company or corporate name, product name, domain name or commercial slogan that creates a likelihood of confusion with TFMC's use of the TFMC Marks, as permitted hereunder; or (d) intentionally take any action that would have a material adverse effect on the value, reputation or goodwill of the TFMC Marks or tarnish the TFMC Marks or materially harm TFMC's valuable goodwill in the TFMC Marks.

(b) TEN Marks. Without limiting TFMC's right to enforce the terms of this Agreement, TFMC shall not, and shall cause each other member of the TFMC Group to not, directly or indirectly: (a) assert any claim of right in or ownership of the TEN Marks, contest the validity or enforceability of the TEN Marks or challenge TEN's right, title, interest in, or ownership of, the TEN Marks, its registrations therefor or TEN's right to license the same; (b) interfere with, oppose or challenge any of TEN's applications for or registrations of the TEN Marks (including domain name registrations) or interfere with, oppose or challenge the exploitation of the TEN Marks by or on behalf of TEN; (c) apply for, or assist or cause any other entity to apply for, the registration of any logo, symbol, trademark, service mark, company or corporate name, product name, domain name or commercial slogan that creates a likelihood of confusion with TEN's use of the TEN marks, as permitted hereunder; or (d) intentionally take any action that would have a material adverse effect on the value, reputation or goodwill of the TEN Marks or tarnish the TEN Marks or materially harm TEN's valuable goodwill in the TEN Marks.

1.3 No Likelihood of Confusion. The Parties acknowledge and agree that there is no likelihood of confusion between the use of the TFMC Marks by any member of the TFMC Group and the use of the TEN Marks by any member of the TEN Group, in each case as permitted hereunder or under the Separation Agreement. In the event that any member of the TFMC Group seeks to register a TFMC Mark or any member of the TEN Group seeks to register a TEN Mark, as permitted hereunder, and the U.S. Patent and Trademark Office or applicable foreign or multinational intellectual property office (an "Applicable Trademark Office") issues an office action with respect to any such application, or refuses to register or otherwise raises an issue or an objection with respect to the registration or ownership of such TFMC Mark or TEN Mark as a result of the ownership or use of Technip-Formative Marks by any member of the Group of the other Party, such other Party shall, and shall cause each other member of its Group to, upon request, reasonably cooperate in responding to the Applicable Trademark Office and provide any other reasonable assistance with respect thereto.

1.4 No License Granted. No license to or rights in any of the TFMC Marks have been conveyed or licensed to any member of the TEN Group under this Agreement or otherwise (except as expressly set forth in the Separation Agreement). No license to or rights in any of the TEN Marks have been conveyed or licensed to any member of the TFMC Group under this Agreement or otherwise.

## ARTICLE II. USE RESTRICTIONS

2.1 Restrictions on TEN. TEN and its Affiliates (a) without limiting clauses (b) or (c) hereof, shall not use, and shall not permit any third party to use, any of the TEN Marks or any other Technip-Formative Marks with respect to any of the TEN Restricted Activities from the date hereof until the fifth (5<sup>th</sup>) anniversary of the Distribution Date, (b) will not use the TFMC Marks for any purpose (except as expressly set forth in the Separation Agreement), and (c) will not adopt or use the Technip Standalone Mark for any purpose (except as expressly set forth in the Separation Agreement). Notwithstanding anything to the contrary herein, TEN and its Affiliates shall have the right to (i) use the TEN Marks in the form shown in Annex III, (ii) combine the TEN Marks with any other Marks or word elements and (iii) adopt or use any variation, adaptation, translation, combination or derivative of any Mark in the foregoing clauses (i) and (ii), including altering the color of or stylizing any such Mark, or using any such Mark as part of a logo that includes additional word or design elements, so long as, in the case of each of the foregoing clauses (ii) and (iii), any such combination, variation, adaptation, translation, combination, derivative, colorization, stylization, or logo is not confusingly similar to any TFMC Marks or any colorization, stylization, or logo that is then in use by any member of the TFMC Group with any TFMC Marks (or is the subject of a pending intent-to-use application) (it being understood that the use of "TECHNIP" in any of the Marks permitted to be used hereunder in and of itself shall not be considered to be confusingly similar to any TFMC Marks or any colorization, stylization, or logo that is then in use by any member of the TFMC Group with any TFMC Marks (or is the subject of a pending intent-to-use application)).



2.2 Restrictions on TFMC. TFMC and its Affiliates (a) without limiting clauses (b) or (c) hereof, shall not use, and shall not permit any third party to use, any of the TFMC Marks or any other Technip-Formative Marks with respect to any of the TFMC Restricted Activities from the date hereof until the fifth (5<sup>th</sup>) anniversary of the Distribution Date, (b) will not use or adopt the TEN Marks for any purposes, and (c) will not use or adopt the Technip Standalone Mark for any purpose. Notwithstanding anything to the contrary herein, TFMC and its Affiliates shall have the right to (i) use the TFMC Marks in the form shown in Annex II, (ii) combine the TFMC Marks with any other Marks or word elements and (iii) adopt or use any variation, adaptation, translation, combination or derivative of any Mark in the foregoing clauses (i) and (ii), including altering the color of or stylizing any of such Mark, or using any such Mark as part of a logo that includes additional word or design elements, so long as, in the case of each of the foregoing clauses (ii) and (iii), any such combination, variation, adaptation, translation, combination, derivative, colorization, stylization, or logo is not confusingly similar to any TEN Marks or any colorization, stylization, or logo that is then in use by any member of the TEN Group with any TEN Marks (or is the subject of a pending intent-to-use application) (it being understood that the use of "TECHNIP" in any of the Marks permitted to be used hereunder in and of itself shall not be considered to be confusingly similar to any TEN Marks or any colorization, stylization, or logo that is then in use by any member of the TEN Group with any TEN Marks (or is the subject of a pending intent-to-use application)).

ARTICLE III.  
PROSECUTION AND ENFORCEMENT

3.1 Registration of Marks.

(a) By TEN. Any member of the TEN Group may, in its sole discretion and at its sole expense, seek to apply for the registration of the TEN Marks or any other Mark permitted to be used by TEN under Section 2.1 in any jurisdiction.

(b) By TFMC. Any member of the TFMC Group may, in its sole discretion, seek to apply for the registration of the TFMC Marks or any other Mark permitted to be used by TFMC under Section 2.2 in any jurisdiction.

3.2 Domain Name Registrations.

(a) By TEN. Any member of the TEN Group shall have the right, in its sole discretion and at its sole expense, to register and/or renew in such member's name any internet domain names consisting of any TEN Marks or any other Mark permitted to be used by TEN under Section 2.1; provided that, until the fifth (5<sup>th</sup>) anniversary of the Distribution Date, the use of any such domain names is limited to use outside of the field of the TEN Restricted Activities.

(b) By TFMC. Any member of the TFMC Group shall have the right, in its sole discretion and at its sole expense, to register and/or renew in such member's name any internet domain names consisting of any TFMC Marks or any other Mark permitted to be used by TFMC under Section 2.2; provided that, until the fifth (5<sup>th</sup>) anniversary of the Distribution Date, the use of any such domain names is limited to use outside of the field of the TFMC Restricted Activities.

3.3 Cooperation. Each Party shall execute all documents and take all other actions, in each case, reasonably requested by the other Party in connection with any (a) application or registration sought by such other Party as permitted under Sections 3.1 or 3.2, or (b) enforcement by such other Party of any TFMC Marks (if such other Party is TFMC) or TEN Marks (if such other Party is TEN).

ARTICLE IV.  
TRANSITIONAL USE OF LOADING ARMS MARKS

4.1 Ownership. Notwithstanding any inference or prior course of conduct to the contrary and except as provided below, in no event shall TEN or any of its Subsidiaries acquire or have any right to use or any other right, title or interest in or to the Loading Arms Marks, or anything confusingly similar thereto, all rights to which, and the goodwill represented thereby, shall be retained by TFMC.

4.2 Transitional Use. Following the Effective Date, TEN shall use commercially reasonable efforts to cease all use of the Loading Arms Marks. Subject to the terms and conditions of this Agreement, TFMC hereby grants to TEN a non-exclusive, limited, royalty-free, fully paid-up, transferable (as set forth in Section 7.12), sublicensable (solely to other members of the TEN Group and any of its or their manufacturers, suppliers, contractors and distributors), worldwide license to: (a) use the Loading Arms Marks in connection with the TEN Group's marketing or sale of any Loading Arms Products, including the appearance of the Loading Arms Marks on the cast or forged bodies of Loadings Arms Products that are manufactured by or on behalf of the TEN Group using existing tooling that bears such Loading Arms Marks; and (b) permit Tokyo Boeki to use the Loading Arms Marks pursuant to the terms of the Tokyo Boeki License Agreement, in each case of the foregoing clauses (a) and (b), until September 9, 2023, or, with respect to such clause (b), the termination of the Tokyo Boeki License Agreement, if earlier; provided that (x) the use of the Loading Arms Marks by Tokyo Boeki is subject to Tokyo Boeki's compliance with the terms of the Tokyo Boeki License Agreement (including all quality control provisions therein), which Contract shall be enforced by TEN, and which Contract shall not be amended without TFMC's prior written consent, (y) the use of the Loading Arms Marks by TEN shall be, in all material respects, in substantially similar form and manner, as such Loading Arms Marks were used in connection with the Loading Arms Products during the one (1) year period prior to the Effective Date, and (z) the Loading Arms Products manufactured by or on behalf of TEN and which are identified with the Loading Arms Marks are, in all material respects, of substantially similar quality as the Loading Arms Products that were manufactured by or on behalf of TFMC and its Affiliates during the one (1) year prior to the Effective Date.

4.3 Liability; Loading Arms Indemnity. TEN acknowledges that, except as expressly set forth in Section 4.2, nothing in this Agreement shall give TEN any right, title or interest in the Loading Arms Marks and that any use by TEN, its Affiliates or Tokyo Boeki of the Loading Arms Marks following the Effective Date is at TEN's risk, without representation or warranty of any kind. Except as otherwise specifically set forth in this Agreement, to the fullest extent permitted by Law, TEN shall, and shall cause the other members of the TEN Group to, indemnify, defend and hold harmless TFMC, each member of the TFMC Group and each of their respective past, present and future directors, officers, employees and agents, in each case in their respective capacities as such, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "TFMC Indemnitees") from and against any and all Liabilities resulting from a demand, claim, lawsuit, or action asserted by any third Person against any of the TFMC Indemnitees to the extent such Liabilities arise out of or are in connection with (a) the manufacture, distribution, and/or sale of the Loading Arms Products under the Loading Arms Marks by or on behalf of TEN or Tokyo Boeki, and their contract manufacturers and distributors, or (b) the use of the Loading Arms Marks by TEN, Tokyo Boeki, or their manufacturers and distributors, in each case of the foregoing clauses (a) and (b), after the Effective Time.

ARTICLE V.  
TERM AND TERMINATION

5.1 Term. The term of this Agreement (the "Term") shall commence on the Effective Date and remain in effect perpetually and irrevocably, except to the extent set forth in Section 5.2 below, or by an agreement in writing signed by the TFMC and TEN.

5.2 Termination.

(a) Effect of Separation Agreement Termination. In the event the Separation Agreement is terminated, this Agreement shall automatically become null and void and no Party, nor any Party's directors, officers or employees, shall have any Liability of any kind to any Person by reason of this Agreement.

(b) Termination on Sale to Competitor.

(i) TEN. If TEN is acquired by (whether by sale of assets, sale of stock, or otherwise) or merged with or into a Competitor of TFMC, TFMC may require TEN, upon written notice, to cease all use of any Technip-Formative Marks within twelve (12) months after the date of completion of such transaction, and TEN shall not thereafter use or adopt any Technip-Formative Marks. TFMC may also require in such notice that TEN shall either (i) expressly abandon any pending applications for the registration of any Technip-Formative Marks, (ii) surrender for cancellation any registrations of any Technip-Formative Marks, or (iii) at TFMC's option, assign any Technip-Formative Marks and the applicable applications or registrations to TFMC. Subject to the survival of the foregoing covenant, this Agreement will terminate with immediate effect. Upon any such termination, the following provisions will survive: Sections 1.1(a), 1.2(a), and 5.2(b), and Articles IV, VI, and VII. For purposes of the surviving provisions, any such Technip-Formative Marks assigned to TFMC shall be deemed to be TFMC Marks.

(ii) TFMC. If TFMC is acquired by (whether by sale of assets, sale of stock, or otherwise) or merged with or into a Competitor of TEN, TEN may require TFMC, upon written notice, to cease all use of any Technip-Formative Marks within twelve (12) months after the date of completion of such transaction, and TFMC shall not thereafter use or adopt any Technip-Formative Marks. TEN may also require in such notice that TFMC shall either (i) expressly abandon any pending applications for the registration of any Technip-Formative Marks, (ii) surrender for cancellation any registrations of any Technip-Formative Marks, or (iii) at TEN's option, assign any Technip-Formative Marks and the applicable applications or registrations to TEN. Subject to the survival of the foregoing covenant, this Agreement will terminate with immediate effect. Upon any such termination, the following provisions will survive: Sections 1.1(b), 1.2(b), and 5.2(b), and Articles IV, VI, and VII. For purposes of the surviving provisions, any such Technip-Formative Marks assigned to TEN shall be deemed to be TEN Marks.

ARTICLE VI  
DISPUTE RESOLUTION

6.1 Dispute Resolution. Any and all disputes, controversies and claims arising hereunder, including with respect to the validity, interpretation, performance, breach or termination of this Agreement shall be resolved through the procedures provided in Article VI of the Separation Agreement.

ARTICLE VII  
MISCELLANEOUS

7.1 Corporate Power.

(a) TFMC represents on behalf of itself and each other member of the TFMC Companies, and TEN represents on behalf of itself and each other member of the TEN Companies, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(ii) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms hereof.

(b) Each Party acknowledges that it and each other Party may execute this Agreement by facsimile, stamp or mechanical signature. Each Party expressly adopts and confirms each such facsimile, stamp or mechanical signature made in its respective name as if it were a manual signature, agrees that it shall not assert that any such signature is not adequate to bind such Party to the same extent as if it were signed manually and agrees that at the reasonable request of any other Party at any time it shall as promptly as reasonably practicable cause this Agreement to be manually executed (any such execution to be as of the date of the initial date thereof).

7.2 Modification or Amendments. Subject to the provisions of applicable Law, and except as otherwise provided in this Agreement, this Agreement may be amended, modified or supplemented only by written instrument signed by the authorized representative of the Party against whom it sought to enforce such waiver, amendment, supplement or modification is sought to be enforced; provided, at any time prior to the Effective Time, the terms and conditions of this Agreement, including terms relating to the Transactions, may be amended, modified or abandoned by and in the sole and absolute discretion of the TFMC Board without the approval of any Person, including TFMC or TEN.

7.3 Waivers of Default. Waiver by a Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

7.4 Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

7.5 Governing Law. This Agreement (and any claims arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any Party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the Laws of the State of New York, irrespective of the choice of laws principles of the State of New York, including all matters of validity, construction, effect, enforceability, performance and remedies.

7.6 Notices. Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid or by prepaid overnight courier (providing written proof of delivery), or by confirmed facsimile transmission or electronic mail (with confirmed receipt), addressed as follows:

If to TFMC, to:

TechnipFMC plc  
One St. Paul's Churchyard,  
London EC4M 8AP, United Kingdom  
Attention: Victoria Lazar  
Email: victoria.lazar@technipfmc.com

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP  
330 North Wabash Avenue, Suite 2800  
Chicago, IL 60611  
Attention: Ryan Maieron  
Email: [ryan.maieron@lw.com](mailto:ryan.maieron@lw.com)  
Attention: Christopher R. Drewry  
Email: [christopher.drewry@lw.com](mailto:christopher.drewry@lw.com)

If to TEN, to:

Technip Energies N.V.  
6-8 Allée de l'Arche, Faubourg de l'Arche, ZAC Danton, 92400 Courbevoie, France  
Attention: Bruno Vibert  
Email: [bruno.vibert@technipfmc.com](mailto:bruno.vibert@technipfmc.com)  
Attention: Stephen Siegel  
Email: [stephen.siegel@technipfmc.com](mailto:stephen.siegel@technipfmc.com)

with a copy (which shall not constitute notice) to:

Davis & Polk Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017  
Attention: William Aaronson  
Email: [william.aaronson@davispolk.com](mailto:william.aaronson@davispolk.com)  
Attention: Jacques Naquet-Radiguet  
Email: [jacques.naquet@davispolk.com](mailto:jacques.naquet@davispolk.com)

or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above.

7.7 Entire Agreement. This Agreement (including any annexes hereto), together with the Separation Agreement and the other Ancillary Agreements constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the Parties, with respect to the subject matter hereof.

7.8 No Third-Party Beneficiaries. The provisions of this Agreement are solely for the benefit of the Parties and are not intended to confer upon any Person (including, without limitation, any shareholders of TFMC or shareholders of TEN) except the Parties hereto any rights or remedies hereunder. There are no third-party beneficiaries of this Agreement, and this Agreement shall not provide any third Person (including, without limitation, any shareholders of TFMC or shareholders of TEN) with any remedy, claim, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

7.9 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability or the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

7.10 Interpretation. The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, Schedule, Annex or Exhibit, such reference shall be to a Section of, Schedule to, Annex to or Exhibit to this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” For purposes of this Agreement, whenever the context requires the singular number shall include the plural, and vice versa. All references in this Agreement to “\$” are intended to refer to United States dollars and all references to “EUR” are to the lawful currency of the European Union. Any reference to a particular Law or Contract means such Law or Contract as amended, modified or supplemented (including, with respect to any such Law, all rules and regulations promulgated thereunder) and, unless otherwise provided, as in effect from time to time.

7.11 Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meanings specified or referred to in Annex I, or if not defined therein, in the Separation Agreement.

7.12 Assignment.

(a) TEN shall not assign or transfer any of the TEN Marks to any Competitor of TFMC without TFMC’s prior written consent, and TFMC shall not assign or transfer any of the TFMC Marks to any Competitor of TEN without TEN’s prior written consent. Subject to the foregoing, nothing herein shall restrict a Party from assigning or transferring any Marks it owns (whether by Contract, by operation of Law, by virtue of a merger or consolidation with any surviving entity, or otherwise); provided that the assigned or transferred Marks shall remain subject to, and the applicable assignee or transferee agrees in writing to be bound by the terms and conditions of, this Agreement.

(b) Subject to and without limiting subsection (a) above, neither Party may assign this Agreement to any Person and any attempt to do so shall be void. Notwithstanding the foregoing, either Party may (i) transfer all or a part of their respective rights and obligations under this Agreement to their respective Affiliates; (ii) transfer all or part of their respective rights and obligations under this Agreement to any third party in connection with an acquisition of such Party (whether by merger, consolidation, sale of assets, sale or exchange of stock, by operation of Law or otherwise and whether in a single or multiple transactions); and (iii) transfer all or part of its respective rights and obligations under this Agreement to any third party in connection with an acquisition of a discrete business unit or division of such Party (whether by merger, consolidation, sale of assets, sale or exchange of stock, or otherwise), provided that business unit or division is capable of being operated on a standalone basis, and provided that the coexistence terms hereunder shall not extend beyond the business unit or division being sold; and provided that, in each of the above cases, such transferee, assignee or successor agrees to be bound by the terms of this Agreement. This Agreement shall not be assigned or otherwise transferred in whole or in part by either Party to any Competitor of the other Party without the other Party's prior written consent, which may not be unreasonably withheld, delayed or conditioned. Further, each Party may collaterally assign its rights under this Agreement to its lenders or other financing sources, provided that, upon foreclosure, (A) any assignee or transferee of all or part of this Agreement agrees to be bound by the terms of this Agreement, and (B) this Agreement shall not be assigned or otherwise transferred in whole or in part in connection with such foreclosure to any Competitor of the other Party without the other Party's prior written consent, which may not be unreasonably withheld, delayed or conditioned.

(c) Subject to subparagraphs (a) and (b) above, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors (whether by Contract, operation of Law or otherwise) and permitted assigns.

7.13 Specific Performance: Other Equitable Relief. Each Party hereby acknowledges and agrees that (i) irreparable damage would occur if any provision of this Agreement were not performed in accordance with the specific terms hereof or were otherwise breached, and (ii) remedies at Law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any loss that any other Party would suffer as a result. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement (without necessity of posting bond or other security (any requirements therefor being expressly waived)), this being in addition to any other remedy to which they are entitled at Law or in equity. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief as provided herein on the basis that (i) the other Party has an adequate remedy at Law or (ii) an award of specific performance is not an appropriate remedy for any reason at Law or equity. Any party seeking an injunction or injunctions to prevent breaches of the Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

7.14 Construction. This Agreement shall be construed as if jointly drafted by the Parties and no rule of construction or strict interpretation shall be applied against either Party. The Parties represent that this Agreement is entered into with full consideration of any and all rights which the Parties may have. The Parties have conducted such investigations they thought appropriate, and have consulted with such advisors as they deemed appropriate regarding this Agreement and their rights and asserted rights in connection therewith. The Parties are not relying upon any representations or statements made by the other Party, or such other Party's employees, agents, representatives or attorneys, regarding this Agreement, except to the extent such representations are expressly set forth or incorporated in this Agreement, the Separation Agreement or any of the other Ancillary Agreements. The Parties are not relying upon a legal duty, if one exists, on the part of the other Party (or such other Party's employees, agents, representatives or attorneys) to disclose any information in connection with the execution of this Agreement or their preparation, it being expressly understood that neither Party shall ever assert any failure to disclose information on the part of the other Party as a ground for challenging this Agreement.

7.15 Performance. Each Party shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary or Affiliate of such Party.

7.16 Other Agreements. Except as expressly set forth herein, this Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the Separation Agreement or the other Ancillary Agreements.

*[Signature Page to Follow.]*



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

TECHNIPFMC PLC

By: /s/ Alf Melin  
Name: Alf Melin  
Title: Executive Vice President and Chief Financial Officer

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

TECHNIP ENERGIES N.V.

By: /s/ Bruno Vibert  
Name: Bruno Vibert  
Title: Chief Financial Officer

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## Annex I

### Defined Terms

“Competitor” means (a) in respect of TFMC, any Person identified as a competitor to TFMC or any of its Affiliates in the most recent annual report or proxy of TFMC; and (b) in respect of TEN, any Person identified as a competitor to TEN or any of its Affiliates in the most recent annual report or proxy of TEN.

“Loading Arms Marks” means the “FMC”, “WECO” and “CHIKSAN” Marks that are owned or licensed by TFMC and that are used in connection with the marketing and sale of the Loading Arms Products as of the Effective Date, including the Marks listed on Schedule C of the Tokyo Boeki License Agreement.

“Loading Arms Products” means the products (or components thereof) of the TEN Business that were marketed and sold by TFMC and its Affiliates prior to the Effective Date under the Loading Arms Marks.

“Marks” means all trademarks, service marks, trade names, trade dress, logos and other source or business identifiers, including all goodwill associated with any of the foregoing and any and all common law rights in and to any of the foregoing, registrations and applications for registration of any of the foregoing, all rights in and to any of the foregoing provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing.

“Technip-Formative Marks” means any Marks that are comprised of or include TECHNIP as an element.

“Technip Standalone Mark” means the Mark “TECHNIP” on a standalone basis.

“Tokyo Boeki” means Tokyo Boeki Machinery Ltd.

“Tokyo Boeki License Agreement” means the Exclusive License Agreement for Onshore Equipment, executed by FMC Technologies SA and Tokyo Boeki September 9, 2013, which as a result of an assignment and novation, is as of the Effective Date, by and between TEN and Tokyo Boeki.

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Other Defined Term References

Defined Term	Section
Affiliate	Separation Agreement
Agreement	Preamble
Ancillary Agreements	Separation Agreement
Contract	Separation Agreement
Distribution Date	Separation Agreement
Effective Date	Preamble
Effective Time	Separation Agreement
Governmental Entity	Separation Agreement
Law	Separation Agreement
Liabilities	Separation Agreement
Party(ies)	Preamble
Person	Separation Agreement
Separation	Recitals
Separation Agreement	Recitals
Spin-Off	Recitals
Subsidiary	Separation Agreement
TEN	Preamble
TEN Business	Separation Agreement
TEN Marks	Separation Agreement
TEN Restricted Activities	Separation Agreement
TFMC Business	Separation Agreement
TFMC Indemnitees	Section 4.3
TFMC Marks	Recitals
TFMC Restricted Activities	Separation Agreement
Term	Section 5.1

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**Annex II**

**TFCM Marks**

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**Annex III**

**TEN Marks**

- TECHNIP ENERGIES
  - TEN TECHNIP ENERGIES
  - T.EN TECHNIP ENERGIES
  - T-EN TECHNIP ENERGIES
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**RELATIONSHIP AGREEMENT**

This RELATIONSHIP AGREEMENT (this "Agreement") is made and effective as of January 7, 2021 by and among Technip Energies B.V, a private limited company incorporated under the laws of the Netherlands, which prior to the Distribution (as defined below) will be converted to Technip Energies N.V., a public limited liability company incorporated under the laws of the Netherlands (the "Company"), Bpifrance Participations SA, a French *société anonyme* (public limited company) ("Shareholder") and TechnipFMC plc, a public limited company incorporated under the laws of England and Wales ("Parent").

**RECITALS**

WHEREAS, until the Distribution (as defined below), Parent will own 100% of the ordinary shares, nominal value EUR 0.01 per share, of the Company (the "Ordinary Shares");

WHEREAS, pursuant to that certain Separation and Distribution Agreement, dated as of the date hereof, by and between Parent and the Company (the "SDA"), Parent and the Company will separate the business of the Company from Parent and Parent will make a distribution of Ordinary Shares to the holders of Parent's ordinary shares representing an aggregate 50.1% interest in the Company (the "Distribution");

WHEREAS, immediately following the date the Distribution is made (the "Distribution Date"), Parent will hold an amount of Ordinary Shares representing 49.9% of the outstanding Ordinary Shares;

WHEREAS, pursuant to that certain Share Purchase Agreement dated as of the date hereof, by and between Parent and Shareholder (the "Share Purchase Agreement"), Shareholder agreed to acquire from Parent a certain number of Ordinary Shares (the "BPI Investment Shares") to be determined in accordance with the Share Purchase Agreement in exchange for the purchase price provided for in the Share Purchase Agreement (the "Investment"); and

WHEREAS, in connection with the Investment, the Parties wish to set forth herein certain understandings among such Parties, including with respect to certain governance and other matters.

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I  
DEFINITIONS**

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the following meanings:

“Affiliate” with respect to any person, means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person; provided that the Company and any Person controlled by the Company shall not be considered to be an Affiliate of Shareholder for any purpose under this Agreement. For the purpose of this definition, “control” (including with correlative meanings, “controlled by” and “under common control with”), when used with respect to any specified Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by contract, agreement, obligation, indenture, instrument, lease, promise, arrangement, release, warranty, commitment, undertaking or otherwise.

“Agreement” has the meaning set forth in the Preamble.

“Beneficial Owner” (including its correlative meanings, “Beneficially Own” and “Beneficial Ownership”) has the meaning set forth in Rule 13d-3 promulgated under the Exchange Act; provided, however, that, notwithstanding anything in Rule 13d-3(d)(1)(i) to the contrary, the determination of “Beneficial Ownership” of a Person shall be made after giving effect to the conversion of all Equity Interests outstanding as of any date in question that are held by such Person, irrespective of any vesting period of any such Equity Interest.

“Board” means the board of directors of the Company.

“BPI Investment Shares” has the meaning set forth in the Recitals.

“Chosen Courts” has the meaning set forth in Section 8.09.

“Company” has the meaning set forth in the Preamble.

“Company Change of Control” means any transaction or series of related transactions involving: (a) any merger, consolidation, share exchange, business combination, recapitalization, reorganization, or other transaction that would result in the shareholders of the Company immediately preceding such transaction beneficially owning less than 30% of the total outstanding equity securities in the surviving or resulting entity of such transaction (measured by voting power or economic interest), (b) any transaction, including any direct or indirect acquisition or any tender offer, exchange offer or other secondary acquisition, that would, if completed, result in any Person or group of Persons beneficially owning more than 30% of the Ordinary Shares (measured by voting power or economic interest), (c) any sale, lease, license or other disposition, directly or indirectly, of all or substantially all of the consolidated assets of the Company or (d) the majority of the directors of the Board ceasing to be Company Continuing Directors.

“Company Continuing Director” means (a) any Person who is a director on the Board on the Distribution Date, (b) any director who was nominated for election or elected to the Board with the approval of the majority of the Company Continuing Directors who were members of the Board at the time of such nomination or election or (c) any director who was nominated or elected to the Board by individuals referred to in clauses (a) and (b) above constituting at the time of such nomination or election at least a majority of the Board.

“Confidential Information” has the meaning set forth in Section 3.03.

“Distribution” has the meaning set forth in the Recitals.



“Distribution Date” has the meaning set forth in the Recitals.

“Equity Interest” means any share, capital stock, partnership, limited liability company, member or similar equity interest in any Person, and any option, warrant, right or security (including debt securities) convertible, exchangeable, exercisable into or for, or giving access to, any such share, capital stock, partnership, limited liability company, member or similar equity interest.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Excluded Issuance” means an issuance by the Company of Equity Interests: (a) as consideration of an acquisition, joint venture, merger or similar transaction approved by the Board, (b) pursuant to an income plan or equity incentive plan approved by the Board, (c) of debt securities convertible into, or exchangeable for, Ordinary Shares or (d) upon the conversion or exchange of such debt securities.

“Governmental Authority” means any government, court, regulatory or administrative agency, commission or authority or other governmental instrumentality, federal, state or local, domestic, foreign or multinational, including any contractor acting on behalf of any such agency, commission, authority or governmental instrumentality.

“Investment” has the meaning set forth in the Recitals.

“Investor Nominated Directors” has the meaning set forth in Section 2.01(a).

“Laws” means any laws (statutory, common or otherwise), constitutions, treaties, conventions, ordinances, codes, rules, regulations, orders, injunctions, judgments, decisions, decrees, rulings, assessments, orders, policies or other similar requirements, all to the extent enacted, adopted, promulgated or applied by a Governmental Authority and having a legally binding effect.

“New Securities” has the meaning set forth in Section 5.01.

“Notice Period” has the meaning set forth in Section 5.01(a).

“Ordinary Shares” has the meaning set forth in the Recitals.

“Organizational Documents” means the articles of association, the Board rules, the committee charters of the Board and any other similar organizational documents of the Company.

“Parent” has the meaning set forth in the Preamble.

“Parties” means Shareholder, the Company and Parent.

“Permitted Transfer” means a Transfer of Ordinary Shares by Shareholder to an Affiliate of such Shareholder who has become a party to this Agreement by executing a joinder agreement in the form attached as Exhibit A; provided that such joinder agreement shall enter into force and be valid and enforceable, regardless of whether the Company and/or Parent ha(ve)(s) signed it.

“Permitted Transferee” means any Person that receives Ordinary Shares in a Permitted Transfer and becomes a party to this Agreement by executing a joinder agreement in the form attached as Exhibit A hereto.

“Person” means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization or other entity.

“SDA” has the meaning set forth in the Recitals.

“Share Purchase Agreement” has the meaning set forth in the Recitals.

“Shareholder” has the meaning set forth in the Preamble.

“Transfer” (including its correlative meaning, “Transferred”) means, with respect to any Equity Interest, directly or indirectly, by operation of Law, contract or otherwise, (i) to sell, contract to sell, give, assign, contribute, hypothecate, pledge, encumber, grant a security interest in, offer, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of any economic, voting or other rights in or to such Equity Interest (including the ownership, bare ownership, usufruct or on any other right attached to the Equity Interest, including any voting right or the right to receive dividends, or any stripping of ownership), under any form and in any title whatsoever, including in the context of a universal transfer of assets or by way of merger, for valuable or no consideration, including in situations where the transfer would take place through individual waiver to preferred subscription right in favor of identified persons, invitation to tender or under a court decision or where the transfer of ownership would be deferred, (ii) to engage in any hedging, swap, forward contract or other similar transaction that is designed to or which reasonably could be expected to lead to or result in a sale or disposition of Beneficial Ownership of, or pecuniary interest in, such Equity Interest, including any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to such Equity Interest, or (iii) to enter into a short sale of, or trade in, derivative securities representing the right to vote or economic benefits of, such Equity Interest. When used as a noun, “Transfer” shall have such correlative meaning as the context may require.

“Transfer Notice” has the meaning set forth in Section 4.02.

Section 1.02 Other Definitional and Interpretive Provisions. The words “hereof,” “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References in the singular or to “him,” “her,” “it,” “itself” or other like references, and references in the plural or the feminine or masculine reference, as the case may be, shall also, when the context so requires, be deemed to include the plural or singular, or the masculine or feminine reference, as the case may be. References to the Preamble, Recitals, Articles and Sections shall refer to the Preamble, Recitals, Articles and Sections of this Agreement, unless otherwise specified. The headings in this Agreement are for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof. References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to “include,” “includes” and “including” in this Agreement shall be deemed to be followed by the words “without limitation,” whether or not so specified. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party that drafted and caused this Agreement to be drafted.

**ARTICLE II**  
**NOMINATION RIGHTS**

Section 2.01 Composition of the Board: Nomination of the Non-Executive Directors. Effective as of the Distribution Date:

(a) For so long as Shareholder and its Permitted Transferees Beneficially Own the applicable percentage of Ordinary Shares set forth in this sentence, Shareholder shall have the right to propose one or two nominees to the Board for appointment as non-executive directors (the "Investor Nominated Directors") as follows: (i) two Investor Nominated Directors, so long as Shareholder Beneficially Owns at least 18% of the Ordinary Shares; and (ii) one Investor Nominated Director, so long as Shareholder Beneficially Owns at least 5% of the Ordinary Shares but less than 18% of the Ordinary Shares; provided, however, that notwithstanding the amount of Ordinary Shares Beneficially Owned by Shareholder and its Permitted Transferees, Shareholder shall be entitled to propose two Investor Nominated Directors for appointment to the Board at any general or extraordinary general meeting of the Company at which directors are appointed occurring prior to a vote on the Company's annual financial statements of the fiscal year following the year in which the Distribution Date occurs.

(b) If at any time the number of Investor Nominated Directors serving on the Board is less than the total number of Investor Nominated Directors Shareholder is entitled to propose for nomination pursuant to the foregoing sentence, whether due to the death, resignation, retirement, disqualification or removal from office of an Investor Nominated Director or for any other reason, other than expiration of the term of appointment in which case Section 2.01(c) shall apply, Shareholder shall be entitled to propose for nomination such person's successor, and the Board shall promptly fill the vacancy with such successor as designated by Shareholder, it being understood that any such successor nominee shall serve the remainder of the term of the Investor Nominated Director whom such nominee replaces in accordance with the Organizational Documents.

(c) The Board shall make a binding nomination of any Investor Nominated Director for appointment as a non-executive director of the Board in the first meeting of the Company general meeting that is convened after receiving Shareholder's proposal for an Investor Nominated Director (unless such nominee is appointed by the Board in accordance with Section 2.01(b)) and at each subsequent Company general or extraordinary meeting at which directors are appointed.

(d) Subject to the proviso in Section 2.01(a), if Shareholder's and its Permitted Transferees' Beneficial Ownership of Ordinary Shares decreases below any percentage threshold set forth in Section 2.01(a), Shareholder shall promptly notify the Company and, if requested by the Board, cause one or more, as applicable, of the Investor Nominated Directors to resign from the Board and any committees thereof on which such Investor Nominated Directors serve, such that the remaining number of Investor Nominated Directors on the Board does not exceed the number that Shareholder is then entitled to propose for nomination pursuant to Section 2.01(a).

(e) Each Investor Nominated Director shall be entitled to the same expense reimbursement and advancement, exculpation and indemnification in connection with his or her role as a director as the other members of the Board, as well as reimbursement for documented, reasonable out-of-pocket expenses incurred in attending meetings of the Board or any committee of the Board of which such Investor Nominated Director is a member, in each case to the same extent as the other members of the Board. Each Investor Nominated Director shall be also entitled to any retainer, equity compensation or other fees or compensation paid to the non-executive directors of the Company for his or her service as a director, including any service on any committee of the Board. The Board shall give each Investor Nominated Director the same due consideration for membership to any committee of the Board as any other non-executive director. For as long as Shareholder has the right to an Investor Nominated Director, the Company shall not amend its Organizational Documents, adopt any policies or take any other similar action to frustrate the purpose of this Section 2.01.

(f) Parent and the Company shall cause (i) the Chief Executive Officer of the Company to be an executive member of the Board, (ii) the Chairman of the Board to be a non-executive member of the Board, (iii) the members of the Board other than the Chief Executive Officer, the Investor Nominated Directors and the Shareholder Nominated Directors (as defined in the SDA) to: (A) represent at least 50% of the members of the Board; and (B) be independent pursuant to applicable Law (including the Dutch Corporate Governance Code), and (iv) two Investor Nominated Directors to be appointed.

(g) Parent shall not transfer any Ordinary Shares to Permitted Transferees without the prior written consent of Shareholder (not to be unreasonably withheld or delayed).

### **ARTICLE III SHAREHOLDER COVENANTS**

Section 3.01 Voting Agreement. With respect to Parent and Shareholder and effective as of the Distribution Date:

(a) Until the earlier of (i) the date on which Shareholder and its Permitted Transferees no longer maintain Beneficial Ownership of any Ordinary Shares and (ii) the occurrence of a Company Change of Control, at any general or extraordinary meeting of the Company at which the election of any Shareholder Nominated Director (as defined in the SDA) is submitted to a vote of holders of Ordinary Shares, Shareholder and its Permitted Transferees shall vote, or cause to be voted, all Ordinary Shares Beneficially Owned by Shareholder and its Permitted Transferees, in favor of the election of each Shareholder Nominated Director (as defined in the SDA).

(b) Until the earlier of (i) the date on which Shareholder and its Permitted Transferees no longer maintain Beneficial Ownership of any Ordinary Shares and (ii) the occurrence of a Company Change of Control, at any Company general or extraordinary meeting, Shareholder and its Permitted Transferees shall be present, in person or by proxy so that all of the Ordinary Shares Beneficially Owned by Shareholder and its Permitted Transferees may be counted for the purposes of determining the presence of the share capital at such meeting.

Section 3.02 Lock-Up Restrictions. Prior to the date that is one hundred and eighty (180) days after the Distribution Date, Shareholder and its Permitted Transferees shall not, without the Company's prior written consent, Transfer any BPI Investment Shares.

Section 3.03 Confidentiality. Shareholder will, and will cause its Permitted Transferees to, and will direct its respective representatives (including their respective Affiliates, officers, managers, directors, employees members of internal committees (the "Internal Representatives") and their respective outside counsel, accountants, consultants, auditors and advisors (the "External Representatives")) who actually receive Confidential Information (as defined herein) to, keep confidential any information (including oral, written and electronic information) concerning the Company, its subsidiaries or its Affiliates that may be furnished to Shareholder, its Permitted Transferees or their respective representatives by or on behalf of the Company or any of its representatives pursuant to this Agreement ("Confidential Information") and to use the Confidential Information solely for the purposes of monitoring, administering or managing the Shareholder's investment in the Company; provided, that Confidential Information will not include information that (a) was or becomes available to the public other than as a result of a breach of any confidentiality obligation in this Agreement by the Shareholder or its Permitted Transferees or their respective representatives, (b) was or becomes available to the Shareholder or its Permitted Transferees or their respective representatives from a source other than the Company or its representatives; provided, further, such source is reasonably believed by Shareholder or its Permitted Transferees or their respective representatives not to be subject to an obligation of confidentiality (whether by agreement or otherwise), or (c) was independently developed by the Shareholder or its Permitted Transferees or their respective representatives without reference to, incorporation of, or other use of any Confidential Information. Notwithstanding the foregoing, Shareholder may disclose Confidential Information (i) to its attorneys, accountants, consultants and financial and other professional advisors to the extent necessary to obtain their services in connection with its investment in the Company, (ii) as may be reasonably determined by the Shareholder to be necessary in connection with the Shareholder's enforcement of its rights in connection with this Agreement or its investment in the Company or (iii) as may otherwise be required by Law or by any stock exchange or any competent Governmental Authority or legal, judicial or regulatory process or proceedings; and provided, further, that (x) any breach of the confidentiality and use terms herein by any Internal Representative to whom the Shareholder may disclose Confidential Information pursuant to this Section 3.03 shall be attributable to the Shareholder for purposes of determining the Shareholder's compliance with this Section 3.03, except those who have entered into a separate confidentiality or non-disclosure agreement or obligation with the Company with respect to such Confidential Information, and (y) Shareholder takes commercially reasonable steps to minimize the extent of any required disclosure described in clause (iii) of the preceding proviso. Each Party shall (and shall ensure that each of its Permitted Transferees and representatives shall) maintain this Agreement and its terms and conditions in confidence and not disclose such information to any person, except if disclosure is (i) required by Law or by any stock exchange or any regulatory, governmental or antitrust body having applicable jurisdiction, (ii) required for the purpose of performing or enforcing any rights arising out of this Agreement, or (iii) specifically permitted by this Agreement. No public announcement or press release with respect to this Agreement and mentioning the Shareholder shall be made without the prior written consent of the Shareholder (not to be unreasonably withheld or delayed).

**ARTICLE IV  
COMPANY COVENANTS**

Section 4.01 Certain Amendments to the SDA. As (i) from the date hereof until the Distribution Date, regardless of whether Shareholder Beneficial Owns any Ordinary Shares, and (ii) from the Distribution Date, for so long as Shareholder and its Permitted Transferees maintain Beneficial Ownership of any Ordinary Shares, as applicable, the Company shall not amend Section 5.8, Section 5.9, Section 5.11(c) and Section 5.12 of the SDA without the prior written consent of Shareholder.

Section 4.02 Consultation on Transfers of Ordinary Shares by Parent. Effective as of the Distribution Date, for so long as Shareholder and its Permitted Transferees maintain Beneficial Ownership of any Ordinary Shares, the Company shall within two (2) business days of receiving written notice from Parent pursuant to Section 5.8(i) or Section 5.8(j) of the SDA (a "Transfer Notice") of a potential sale of Ordinary Shares by Parent, provide a copy of such Transfer Notice to Shareholder, and the Company shall consult with Shareholder in good faith with regards to the Company's response to any Transfer Notice.

Section 4.03 Certain Actions Under Organizational Documents. Until three (3) years from the Distribution Date, the Board shall (i) not adopt a resolution that would be required to be submitted to a Company general or extraordinary general meeting pursuant to Article 7.3.7 of the Company's Articles of Association, (ii) recommend against any proposal that would require approval of the Company's shareholders pursuant to Article 7.3.7 of the Company's Articles of Association, and (iii) shall not propose to amend the provisions of Article 7.3.7 of the Company's Articles of Association and shall recommend to vote against any proposal to amend Article 7.3.7 of the Company's Articles of Association; it being specified that the provisions of this Section 4.03 shall only be binding upon the Company.

**ARTICLE V  
PREEMPTIVE RIGHTS**

Section 5.01 Preemptive Rights. Effective as of the Distribution Date, if the Board determines to cause the Company to issue additional Ordinary Shares, or any equity securities convertible into or exchangeable for Ordinary Shares (the "New Securities") other than pursuant to an Excluded Issuance, the Board shall provide written notice to Shareholder. Shareholder will, subject to compliance with applicable securities laws, have a preemptive right to purchase its pro rata share, based on its percentage of Ordinary Shares Beneficially owned in proportion to all outstanding Ordinary Shares at the time of such issuance. Such purchase shall be on the terms and conditions as the Board has established for the issuance of such New Securities, provided that such terms and conditions shall be the same for Shareholder. For the avoidance of doubt, no proposed issuance of New Securities (including any issuance of New Securities to Shareholder) completed in compliance with this Section 5.01 shall be applied in a circular manner so as to result in duplicative or iterative preemptive rights.

**ARTICLE VI  
ACCESS AND INFORMATION RIGHTS**

Section 6.01 Access and Information Rights. Effective as of the Distribution Date, the Company agrees to, and shall cause its subsidiaries to, keep proper books, records and accounts, in which full and correct entries shall be made of all financial transactions and the assets and business of the Company and each of its subsidiaries in accordance with international financial accounting principles. Without limiting, and in addition to, the rights of inspection provided under the Laws of the Netherlands, for so long as Shareholder Beneficially Owns at least 10% of the outstanding Ordinary Shares, in order to facilitate Shareholder's (i) compliance with its ongoing financial reporting, audit and other legal and regulatory requirements (including its tax, risk management and control procedures) applicable to its Beneficial Ownership of the Ordinary Shares and (ii) oversight of its investment in the Company, the Company agrees to, and shall cause its subsidiaries to, provide Shareholder with the following, subject to appropriate confidentiality arrangements and restrictions:

(a) half-year financial statements as soon as reasonably practicable after they become available but no later than forty (40) days after the end of the applicable reporting period of the Company;

(b) audited (by a nationally recognized accounting firm) annual financial statements as soon as reasonably practicable after they become available but no later than sixty (60) days after the end of each fiscal year of the Company; and

(c) any other financial information or other information reasonably necessary for Shareholder to comply with the financial reporting, audit and other legal and regulatory requirements (including its tax, risk management and control procedures) applicable to Shareholder; provided that any external costs incurred by in connection with the collection and/or provision of such information to Shareholder will be borne by Shareholder.

**ARTICLE VII  
EFFECTIVENESS AND TERMINATION**

Section 7.01 Termination. Except to the extent otherwise expressly provided herein, this Agreement, and all of the rights and obligations set forth herein, shall terminate and be of no further force or effect upon the earlier of (a) its termination by the written consent of the Parties, (b) the date on which the Shareholder and its Permitted Transferees cease to Beneficially Own any Ordinary Shares and (c) the termination of the Share Purchase Agreement. Upon (i) any termination pursuant to clause (c) above, the Shareholder shall promptly notify the Company

and, (A) for so long as Shareholder and its Permitted Transferees maintain Beneficial Ownership of any Ordinary Shares: (1) the Board's obligation to propose the Investor Nominated Director identified on Schedule 7.01(i) (or any other person appointed from and after the Purchase Date (as defined in the Share Purchase Agreement) as an Investor Nominated Director on proposal of Shareholder, in replacement of, or as successor to, the individual identified on Schedule 7.01(i)) for appointment to the Board at any general or extraordinary general meeting of the Company including and after the Company's annual general meeting of shareholders voting on the annual financial statements of the fiscal year ending on December 31, 2021 shall terminate; and (2) if requested by the Board, Shareholder shall cause the other Investor Nominated Director to resign from the Board and any committees thereof on which such Investor Nominated Director serves; except if one of the Investor Nominated Directors is the individual identified on Schedule 7.01(ii) (in which case such Investor Nominated Director shall remain in office); and (B) if Shareholder and its Permitted Transferees cease to Beneficially Own any Ordinary Shares, if requested by the Board, Shareholder shall cause one or both of the Investor Nominated Directors (as determined by the Board) to resign from the Board and any committees thereof on which such Investor Nominated Director(s) serve(s); except if one of the Investor Nominated Directors is the individual identified on Schedule 7.01(ii), in which case, such Investor Nominated Director shall remain in office; and (ii) any other termination of this Agreement, the Shareholder shall promptly notify the Company and, if requested by the Board, cause one or both of the Investor Nominated Directors (as determined by the Board) to resign from the Board and any committees thereof on which such Investor Nominated Director(s) serve(s). For the avoidance of doubt, the provisions of this Section 7.01 shall survive the termination of this Agreement.

**ARTICLE VIII  
MISCELLANEOUS**

Section 8.01 Notices. Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid or by prepaid overnight courier (providing written proof of delivery), or by electronic mail (with confirmed receipt), addressed as follows:

if to the Company, to:

Technip Energies N.V.  
6-8 Allée de l'Arche  
92400 Courbevoie  
France  
Attention: Bruno Vibert  
Email: bruno.vibert@techipfmc.com  
Attention: Stephen Siegel  
Email: stephen.siegel@technipfmc.com

with copies to (which shall not constitute a notice):

Davis Polk & Wardwell LLP  
121 avenue des Champs-Élysées  
75008 Paris, France  
Attention: Jacques Naquet-Radiguet  
Email: Jacques.naquet@davispolk.com

De Brauw Blackstone Westbroek N.V.  
Claude Debussylaan 80  
1082 MD Amsterdam, the Netherlands  
Attention: Paul Cronheim  
Email: paul.cronheim@debrauw.com



if to Shareholder, to:

Bpifrance Participations  
6/8 boulevard Haussmann,  
75009 Paris  
France  
Attention : Arnaud Caudoux  
Email : arnaud.caudoux@bpifrance.fr  
Attention : Eric Lefebvre  
Email : eric.lefebvre@bpifrance.fr

with a copy to (which shall not constitute a notice):

Cleary Gottlieb Steen & Hamilton LLP  
12, rue de Tilsitt 75008 Paris, France  
Attention: Pierre-Yves Chabert  
Email: pchabert@cgsh.com

Section 8.02 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability or the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 8.03 Expenses. Each Party shall be responsible for all costs and expenses (including legal and financial advisory fees and expenses) incurred in connection with, or in anticipation of, this Agreement and the Investment.

Section 8.04 Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and conditions of this Agreement.

Section 8.05 Entire Agreement. This Agreement (including any exhibits hereto) constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the Parties, with respect to the subject matter hereof.

Section 8.06 No Third Party Beneficiaries. The provisions of this Agreement are solely for the benefit of the Parties and are not intended to confer upon any Person except the Parties hereto any rights or remedies hereunder. There are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third Person with any remedy, claim, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

Section 8.07 Further Assurances. The Parties agree to execute and deliver to each other such other documents and to do such other acts and things, all as the other Parties may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

Section 8.08 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the Netherlands, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof.

Section 8.09 Specific Enforcement; Consent to Jurisdiction. The Parties agree that irreparable damage would occur and that they would not have any adequate remedy at Law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement without proof of actual damages, this being in addition to any other remedy to which they are entitled at Law. Each of the Parties hereby submits to the exclusive jurisdiction of any competent court in Amsterdam (such courts, the "Chosen Courts"). In addition, each of the Parties irrevocably (a) submits itself to the exclusive jurisdiction of the Chosen Courts for the purpose of any litigation directly or indirectly based upon, relating to or arising out of this Agreement or any of the transactions contemplated hereunder or the negotiation, execution or performance hereof or thereof, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from the Chosen Courts and (c) agrees that it will not bring any action relating to this Agreement or the transactions contemplated hereunder in any court other than the Chosen Courts. Each of the Parties hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any litigation with respect to this Agreement, (x) any claim that it is not personally subject to the jurisdiction of the Chosen Courts for any reason other than the failure to serve in accordance with this Section 8.09, (y) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in Chosen Courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (z) to the fullest extent permitted by the applicable Law, any claim that (i) the suit, action or proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter of this Agreement, may not be enforced in or by such courts. Each of the Parties hereby irrevocably consents to service being made through the notice procedures set forth in Section 8.01 and agrees that service of any process, summons, notice or document by personal delivery to the respective addresses set forth in Section 8.01 shall be effective service of process for any litigation in connection with this Agreement or the transactions contemplated hereunder. Nothing in this Section 8.09 shall affect the right of any Party to serve legal process in any other manner required or permitted by Law.

Section 8.10 Amendment. Subject to applicable Law, and except as otherwise provided in this Agreement, this Agreement may be amended, modified or supplemented only by a written instrument executed and delivered by all of the Parties.

Section 8.11 Waiver. Waiver by a Party of any default by any other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of any other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 8.12 No Rescission; Errors. The Parties hereby waive their rights under articles 6:228 and 6:265 to 6:272 inclusive of the Dutch Civil Code to rescind (*ontbinden*) and/or annul (*vernietigen*) or demand in legal proceedings the rescission (*ontbinding*), and/or annulment (*vernietiging*) in whole or in part, of this Agreement and their rights under article 6:230 of the Dutch Civil Code to request in legal proceedings the amendment of this Agreement.

Section 8.13 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by any Party without the prior written consent of the other Parties. Any attempted or purported assignment in violation of the preceding sentence shall be null and void and of no effect whatsoever. Subject to the preceding two sentences, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered, all as of the date first set forth above.

**TECHNIP ENERGIES B.V.**

By: /s/ Stephen Siegel

Name: Stephen Siegel

Title: Managing Director

*[Signature Page to Relationship Agreement]*

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**BPIFRANCE PARTICIPATIONS SA**

By: /s/ Arnaud Caudoux

Name: Arnaud Caudoux

Title: Deputy CEO

*[Signature Page to Relationship Agreement]*

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**TECHNIPFMC PLC**

By: /s/ Maryann T. Mannen  
Name: Maryann T. Mannen  
Title: Executive Vice President and Chief  
Financial Officer

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*[Signature Page to Relationship Agreement]*

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**EXHIBIT A**

**FORM OF JOINDER AGREEMENT**

[ • ], a [ • ] (the "Joining Party"), is executing and delivering this Joinder Agreement (this "Joinder") to that certain Relationship Agreement, dated as of January 7, 2021 (as amended, modified or supplemented from time to time, the "Relationship Agreement"), by and among Technip Energies N.V., a public limited liability company incorporated under the laws of the Netherlands (formerly known as Technip Energies B.V, a private limited company incorporated under the laws of the Netherlands) (the "Company"), Bpifrance Participations SA, a French *société anonyme* (public limited company) ("Shareholder") and TechnipFMC plc, a public limited company incorporated under the laws of England and Wales ("Parent"), and. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Relationship Agreement.

By executing and delivering this Joinder, the Joining Party (a) hereby agrees to become a party to, be bound by, comply with the terms and conditions of, make the representations and warranties contained in and have the rights and obligations set forth in the Relationship Agreement, in each case, to the same extent as the Shareholder, and (b) shall be a Shareholder or a Permitted Transferee under the Relationship Agreement for all purposes thereof.

This Joinder shall be governed by and construed in accordance with the Laws of the Netherlands, without regard to principles of conflicts of Laws thereof.

[Signature Page Follows.]

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Accordingly, the undersigned have executed and delivered this Joinder as of the date first written above.

[JOINING PARTY]

By: \_\_\_\_\_  
Name:  
Title:

TECHNIP ENERGIES N.V.

By: \_\_\_\_\_  
Name:  
Title:

TECHNIPFMC PLC

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Joinder Agreement]*

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## AMENDMENT N°1 TO RELATIONSHIP AGREEMENT

BETWEEN THE UNDERSIGNED:

- (1) Technip Energies N.V., a public limited liability company incorporated under the laws of the Netherlands (the “Company”);
- (2) TechnipFMC plc, a public limited company formed under the laws of England and Wales (“TFMC”); and
- (3) Bpifrance Participations SA, a *société anonyme* incorporated under the laws of the Republic of France (“Shareholder”).

The Company, TFMC and Shareholder are each referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS:

- A. On January 7, 2021, TFMC and Shareholder entered into a share purchase agreement (the “Share Purchase Agreement”) relating to certain shares of the Company.
- B. On January 7, 2021, the Parties entered into a relationship agreement (the “Relationship Agreement”) relating to certain governance and other matters.
- C. On March 31, 2021, TFMC and Shareholder entered into an amendment to the Share Purchase Agreement, pursuant to which the Purchase Price (as defined in the Share Purchase Agreement) was reduced from \$200,000,000 to \$100,000,000, resulting in a number of Purchased Shares (as defined in the amendment to the Share Purchase Agreement) of 7,474,829.
- D. In view of the amendment to the Share Purchase Agreement, the Parties wish to amend certain provisions of the Relationship Agreement on the terms set forth herein, by entering into this amendment to the Relationship Agreement (the “Amendment”), with all such amendments to be effective as of April 20, 2021.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Article I  
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

Capitalized terms used but not defined herein shall have the meaning set forth in the Relationship Agreement.

1.2 Principles of interpretation

- (a) The numbering of each article, section, paragraph, schedule, annex or exhibit of the Relationship Agreement shall not be affected by any of the amendments contained in the Amendment.

- (b) Any reference to the “date hereof” in the Relationship Agreement shall be read as January 7, 2021.
- (c) From and after the date of this Amendment, any reference to the Relationship Agreement shall be deemed to be a reference to the Relationship Agreement as amended by this Amendment.

Article II  
AMENDMENTS

2.1 Amendments to Section 2.01 of the Relationship Agreement

The Parties hereby agree to amend Section 2.01 of the Relationship Agreement (*Composition of the Board; Nomination of the Non-Executive Directors*) as follows with effect as of April 20, 2021:

- (a) The words in the first part of Section 2.01 “Effective as of the Distribution Date:” are hereby deleted.
- (b) Section 2.01 (a) of the Relationship Agreement is hereby deleted in its entirety and replaced with the following:

“(a) For so long as Shareholder and its Permitted Transferees Beneficially Own the applicable percentage of Ordinary Shares set forth in this sentence, Shareholder shall have the right to propose one or two nominees to the Board for appointment as non-executive directors (the “Investor Nominated Directors”) as follows: (i) two Investor Nominated Directors, so long as Shareholder Beneficially Owns at least 18% of the Ordinary Shares; and (ii) one Investor Nominated Director, so long as Shareholder Beneficially Owns at least 5% of the Ordinary Shares but less than 18% of the Ordinary Shares; provided, however, that notwithstanding the amount of Ordinary Shares Beneficially Owned by Shareholder and its Permitted Transferees, Shareholder shall be entitled to propose one Investor Nominated Director for appointment to the Board at any general or extraordinary general meeting of the Company at which directors are appointed occurring prior to a vote on the Company’s annual financial statements of the fiscal year following the year in which the Distribution Date occurs.”

- (c) Section 2.01(f)(iv) of the Relationship Agreement is hereby deleted in its entirety and replaced with the following:

“(iv) the applicable number of Investor Nominated Director(s) pursuant to Section 2.01(a) above to be appointed.”

2.2 Amendment to Section 7.01 of the Relationship Agreement

The Parties hereby agree to amend Section 7.01 of the Relationship Agreement as follows with effect as of April 20, 2021:

The references to Schedule 7.01(ii) included in Section 7.01 of the Relationship Agreement are hereby deleted, and Schedule 7.01(ii) to the Relationship Agreement is hereby deleted in its entirety.

Article III  
MISCELLANEOUS

3.1 No other amendment

The Parties acknowledge and agree that all the provisions of the Relationship Agreement not expressly amended pursuant to this Amendment shall continue to be valid and binding on the Parties, in full force and effect, and shall not be deemed to have been amended, waived, deleted or affected in any manner whatsoever by this Amendment.

3.2 Incorporation by reference

The provisions of Section 8 of the Relationship Agreement (*Miscellaneous*) are incorporated herein by reference and shall apply to the terms and provisions of this Amendment and the Parties *mutatis mutandis*.

[Signature Pages Follow.]

In witness whereof, each of the Parties has executed this Agreement as of May 6, 2021.

**TECHNIP ENERGIES N.V.**

By: /s/ Arnaud Pieton  
Name: Arnaud Pieton  
Title: Chief Executive Officer

*[Signature Page to Amendment to the Relationship Agreement]*

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In witness whereof, each of the Parties has executed this Agreement as of May 3, 2021.

**TECHNIPFMC PLC**

By: /s/ Alf Melin

Name: Alf Melin

Title: Executive Vice President and Chief Financial Officer

*[Signature Page to Amendment to the Relationship Agreement]*

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In witness whereof, each of the Parties has executed this Agreement as of May 5, 2021.

**BPIFRANCE PARTICIPATIONS S.A.**

By: /s/ Arnaud Caudoux

Name: Arnaud Caudoux

Title: Deputy CEO (*Directeur Général Adjoint*)

*[Signature Page to Amendment to the Relationship Agreement]*

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## LIST OF SUBSIDIARIES

The following is a list of subsidiaries of Technip Energies N.V. as of December 31, 2021:

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Name of Subsidiary	Jurisdiction of Incorporation or Organization
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Technip Energies International B.V.	Netherlands
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GYGAZ SNC	France
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We have omitted any subsidiaries that do not qualify as a “significant subsidiary” as defined in rule 1-02(w) of Regulation S-X.

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Where energies make tomorrow ●

# Our Code of Business Conduct

English

March 2022





# Welcome

Arnaud Pieton, Chief Executive Officer

At Technip Energies, we know **why we exist**: to break boundaries together to engineer a sustainable future. We are completing this journey by leveraging the strengths from our rich history and remarkable track-record, as well as our passion for excellence into building a better tomorrow. We translate the priorities of today into tangible actions to benefit our clients, people, communities, and planet, and we do that together. Meanwhile, **how we work** is also a critical success factor: the way each of us behaves, whether towards our colleagues, clients, partners, suppliers, shareholders or others within or outside the company, makes the difference.

This is the reason why, during our first year as Technip Energies, we have dedicated time and energy in a collaborative approach to define, with all our stakeholders including our people, the Values which express who we are and how we conduct business.

Our set of Values is now integrated in our Code. Those Values will further help us in making the right decisions based on a strong, shared framework. Because making the right decision every time, wherever we work, may not always be easy in today's complex global business environment. This is why our **Code of Business Conduct is a fundamental guide** that enables us to stay on course, providing a common basis and an unwavering reference for our decisions and actions. It is a must-read and a must-follow for all of us, whatever our role.

Upholding our Code completely drives our way of doing business at Technip Energies and supports us in engineering a sustainable future for all. If you see anything that appears to breach this Code or if you feel unsure about a situation, please speak up – we rely on each of you to build a better tomorrow.

Thank you for your commitment.



## Welcome

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Thank you to all colleagues who are featured in our pictures.

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We will translate the priorities of today into tangible actions for a better tomorrow to benefit our clients, people, communities, and planet.

# What is Technip Energies' Code of Business Conduct?

This Code of Business Conduct (our Code) is built on our Values and reflects the way we do business.

Our Code describes the decision-making and behaviors expected of you and of the company when dealing with each other and our stakeholders. It is intended to give you additional guidance to ensure that we do business and conduct ourselves in a Technip Energies way.

This Code works in conjunction with our policies and procedures, which are published on our internal website. Do not hesitate to refer to them when you need a fuller explanation of Technip Energies' principles.

## Our Purpose

# Breaking boundaries *together* to engineer a sustainable future



Our Purpose statement captures the essence of who we are and why we do business. It demonstrates our passion and defines what we bring to the world. It broadens our horizons to realize the potential of our 15,000 talented professionals across the globe. Conceived by our people and our stakeholders, our purpose reflects our DNA and inspires all of us to act. It guides us on our mission to design and deliver added-value energy solutions to accelerate the energy transition.

We will translate the priorities of today into tangible actions for a better tomorrow to benefit our clients, people, communities, and planet.

And we will make this journey *together*.

# What are our Values?

As a new company, we have decided to draw our Values from our DNA by involving all our stakeholders, starting with our employees, in a collaborative process to define them.

This collective work has produced a set of five strong and aspirational Values, expressing who we are and how we conduct business at Technip Energies. Revealed in March 2022, our Values all start with the word "We", which emphasizes the importance for us of working together and collaboration to highlight the human energies in action of our Company.

Our Values are purposefully action-oriented because we want them to be fully embedded in the way we behave, in the way we run our business and manage our projects.

These Values frame the way Technip Energies wants to do business, inspire employees and deliver the best experience to clients. They are a strong component of the DNA that unites us at Technip Energies, and express what we believe in.

## *Our Values*



# Our Value Definitions

These definitions specify the meaning of each value and how to bring them to life.

## **WE actively listen**

Actively listening at all times is key to building trust. At Technip Energies, we focus on understanding the messages, views and priorities of our internal and external stakeholders. This helps us to clarify their challenges and provide them with the best solutions.

## **WE are inclusive and collaborative**

Inclusion allows us to leverage diversity and promotes collaboration towards shared goals. At Technip Energies, we care for our people and do whatever it takes to foster well-being. We value respect, nurture team spirit, support one another, and treat everyone fairly.

## **WE strive for excellence**

Excellence is the key to achieving a high standard of performance, and it starts with everyone's accountability. At Technip Energies, we give our very best to meet our clients' challenges, delivering outstanding solutions, projects, services, and technologies. We provide the best quality at the right cost.

## **WE drive sustainable change**

Change is the only option as the world strives to deliver a better tomorrow. At Technip Energies, we challenge the status quo. We champion creativity and innovation which encourages entrepreneurship and drives our commitment to transform the industry, positively impacting the future.

## **WE don't compromise on safety and integrity**

Safety and Integrity are part of our DNA. At Technip Energies, wherever we are, whatever we do, safety and integrity frame the way we carry out our projects, do business, and act every day.

*Safety is about protecting the physical and mental health of our people.*





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**We aspire to develop business relationships with like-minded clients, subcontractors, suppliers, and business partners who are guided by a similar set of principles of business conduct.**

# What is our role?

Each of us plays a role in maintaining the company's reputation, and together we create the Technip Energies culture.

## Our Code applies to each of us:

- All directors, officers, and employees.
- All employees of our subsidiaries and affiliates.
- Anyone who represents Technip Energies or acts on our behalf, including contract employees, partners, subcontractors, suppliers, contractors, agents, and sales agents.

## We are all expected to:

### Live

Read and understand the guidance provided in this Code of Business Conduct and our policies, and live them every day.

### Report

Report behaviors that may violate the guidelines set out in our Code and our policies.

### Lead

Help other team members follow our Code through leading by example and providing training on the issues your business faces most often.

### Stop

Intervene, without hesitation, to stop any activity by others that conflicts with our policies or our Code.

### Support

Create an environment that encourages other team members to raise ethical concerns early.

## Sharing our Code:

We aspire to develop business relationships with like-minded clients, subcontractors, suppliers, and business partners who are guided by a similar set of principles of business conduct.

This Code should be shared and discussed with clients, suppliers and our business partners to better explain our rules of conduct and reinforce our culture of accountability.

# What should you do if you have a concern?

## If you are unsure how to resolve a situation, ask yourself these questions:

- Are the actions legal?
- Are the actions consistent with our Values?
- Do the actions set a good example?
- Would I be comfortable talking about the actions with my colleagues, family, and friends?
- Have I asked for advice from others who have knowledge of the topic, so I can make an informed decision?

If you answer no to any of these questions, a violation of our Code or policies has occurred or may occur, and you have the responsibility to report it.

The important thing is to not leave your concerns unresolved.

## You can report your concerns through any of these channels:

- Your direct manager or someone else in your management.
- The Chief Compliance Officer or anyone in Corporate Compliance.
- Any officer of the company.
- Your People & Culture representative.
- Your regional legal department.
- An independent third party via the dedicated reporting helpline.

No matter what reporting channel you use, the Chief Compliance Officer will receive the complaint and make sure the information is collected and stored securely.

# Will you get in trouble for reporting?

Technip Energies has a zero-tolerance policy on retaliation against employees for reporting suspected violations of our policies or Code of Business Conduct.

We encourage employees and others to raise questions and concerns to ensure that we are leading by example.

Retaliation against anyone who makes a good-faith report of possible violations of our Code or policies, or cooperates with an investigation, is strictly prohibited.

Report the details of retaliation to Compliance, anyone in the Corporate Compliance department, or to the Chief Compliance Officer right away.

# Our response to concerns

We treat all reports of suspected violations of our Code confidentially and will share the information only with those who “need to know” in order to investigate and properly resolve the issue.

Any person reporting a suspected violation of our Code – including those who choose to remain anonymous – will be informed of the receipt of the concern as well as the progress and closing of the investigation.

For details on which matters should be reported, how to report them, the procedure that is followed once a report has been made, and how employees reporting concerns are protected, please refer to the Technip Energies Whistleblower Policy.

If you are asked to participate in an investigation, you must assist honestly and openly. In certain circumstances and in accordance with applicable laws, when investigating concerns, Technip Energies may access, review, and disclose information processed or stored by the company's equipment, devices, or computers.

We will quickly investigate all reports and take necessary action, including disciplinary action when appropriate.

## Situations that can lead to disciplinary action include:

- Violating the Code, standards, or policies.
- Failing to cooperate honestly and openly with an investigation of a possible violation of our Code, standards, or policies.
- Asking others to violate our Code, standards, or policies.
- Retaliating against anyone who makes a report of a possible violation of our Code, standards, or policies.
- Failing to report a known or suspected violation of our Code, standards, or policies, subject to mandatory provisions of applicable law.
- Knowingly reporting a false allegation of a possible violation of our Code, standards, or policies.

Anyone who is responsible for inappropriate conduct or retaliatory measures will be subject to disciplinary sanctions in accordance with applicable rules and regulations, which can include actions up to termination.

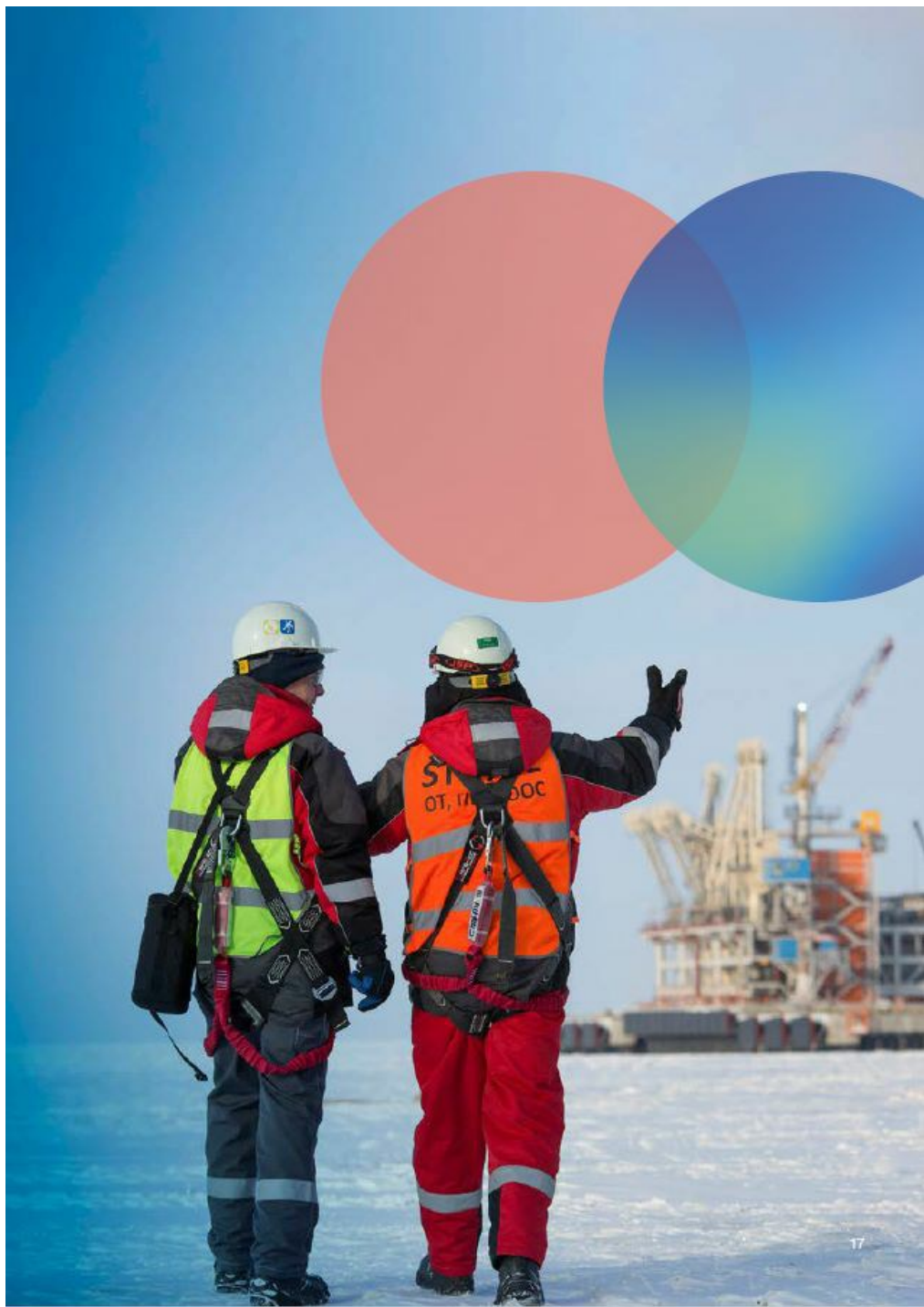
# Getting trained on our Code of Business Conduct

Code of Business Conduct training is available. Our training programs are key to reinforcing integrity, compliance, and competence in our company. You are expected to complete the Code of Business Conduct and any other compliance training assigned.



# Protecting people and the environment

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# Behavior at work

We believe that all our employees are entitled to fair treatment, courtesy, and respect of their rights, wherever they are working – in the office, offshore, on industrial and construction sites, or in client offices.

## How to behave

Trust the team and do not accept any disparagement of colleagues. Every achievement and every failure should be shared.

We will maintain a culture of trust and mutual respect and dialogue throughout our business. We listen, motivate, and support others to achieve common objectives, and we value the contributions of others.

We do not tolerate any form of abuse, violence, or harassment and will not tolerate any action, conduct, or behavior that is humiliating, intimidating, or hostile.



## Always

- Be open-minded, transfer our knowledge, and share information as needed, subject to Technip Energies' rules on confidentiality.
- Create a positive work environment and report any abusive, violent, or harassing behavior.
- Foster an objective approach based on mutual respect to recognize each other's contributions.
- Encourage your team to report any instance of harassment such as physical or social isolation (silent treatment) or indecent proposals for employment advantages.
- Speak up and tell a person if you are upset by their actions or behavior. Explain why and ask that the behavior stop.



## Never

- Engage in physical or verbal behavior that could be characterized as offensive, intimidating, malicious, or insulting.
- Make unwelcome sexual suggestions or advances.
- Make racial, ethnic, religious, age-related, or sexual jokes or insults. If you are not sure whether something is appropriate, assume that it is not.
- Distribute offensive materials, including inappropriate pictures, jokes, or cartoons.
- Disclose personal information or spread malicious rumors.

# Fair employment practices and equal opportunity

Our hiring and employee development decisions are fair and objective. This means that all employment decisions will be based only on qualifications, performance, skills, and experience.

## How to behave

We strive to create a positive work environment so it is not uncommon for us to attract members of the same family to be our employees.

All employment-related decisions are based on relevant qualifications, demonstrated skills, performance, and other job-related factors.

We ensure that our suppliers, customers, and business partners are aware of our goal of creating a diverse and tolerant workforce.



## Always

- Treat everyone fairly and without any form of discrimination.
- Make sure your employment decisions related to recruitment, selection, evaluation, compensation, development, etc., are not influenced by: race, color, religion, gender, age, ethnic origin, nationality, sexual orientation, marital status, legal status or physical ability.
- Explain that hiring decisions are made based upon the needs of our organization and managed by People & Culture when you receive a CV from a third party asking for their application to be considered.



## Never

- Tolerate unlawful discrimination related to employment.
- To avoid even the appearance of a potential conflict of interest, do not:**
- Maintain a direct or indirect reporting relationship with a family member.
  - Interfere in any aspect of your relatives' employment (recruitment, selection, evaluation, compensation, development) during their career with the company.



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**We strive to implement the most efficient and environmentally friendly solutions available while protecting our people and reducing the impact of our activities at all times.**

# Health, Safety, and Environment (HSE)

At Technip Energies, we strive to implement the most effective, efficient, and environmentally friendly solutions available while protecting our people and reducing the impact of our activities at all times. We will not compromise on safety, health, security, or environmental sustainability to achieve results.

We are committed to fostering an incident-free environment worldwide, based on the principle that all incidents are preventable. Our clients, shareholders, suppliers, contractors, partners, and employees have the right to expect excellent HSE performance from us.

## How to behave

The key to HSE success is a strong culture where all employees work together to prevent incidents and take ownership of HSE, regardless of their position. A strong HSE culture relies on visible and effective leadership as well as clear communication of procedures that focus on actively managing risks present in the execution of our projects.

This drives a high awareness of our procedures and empowers our people to get personally involved when an HSE risk exists.

We expect all our employees to know their role in our HSE culture and procedures and understand why these rules exist. We also expect them to act as HSE leaders and take specific and effective actions that protect the health and safety of our people and minimize the impact of our activities on the environment.



## Always

- Know and comply with the applicable health, safety, and environmental rules and regulations.
  - Understand the risks related to a job and implement the required measures and actions to protect health, safety, and the environment and prevent incidents before beginning operations.
  - Intervene if health, safety, or environmental rules are not duly respected, and stop an unsafe act or condition.
- As a manager, you have further responsibility to always:**
- Act as a role model for others by demonstrating positive HSE behaviors.
  - Make employees, contractors, and suppliers aware of applicable HSE rules, procedures, and expected behaviors, and their role in HSE culture wherever we operate.
  - Ensure that effective health, safety, and environmental management systems and procedures are in place and functioning at each area, and that a positive HSE culture exists.
  - Ensure that your direct reports receive the required HSE-related training, including training in Technip Energies' HSE culture change program (Pulse).
  - Follow up and correct HSE issues that are raised directly.
  - Encourage employees to stop working when there is an unsafe condition and welcome intervention.
  - Praise good HSE practices and challenge poor ones.

# Human rights

We are committed to recognizing human rights on a global basis. Our business conduct is informed by the *United Nations Guiding Principles on Business and Human Rights*, the *Universal Declaration of Human Rights* and the *International Labour Organization Declaration on Fundamental Principles and Rights at Work*. We prohibit any form of forced, indentured, or involuntary labor, human trafficking, and the use of forbidden child labor, regardless of where we conduct business.

We ensure fair labor practices and comply with local laws regarding employment, working hours and wages.

We respect our employees' rights and freedom to associate and collective bargaining in a manner that is consistent with applicable laws.

We respect the rights of local communities by addressing the potential impacts of our operations on their environment.

We will comply with all applicable laws relating to conflict minerals.

We will do business only with those who respect human rights and uphold labor laws. We expect our business partners to respect the human rights of those working within or affected by their business.

## How to behave

TechNip Energies' reputation is built on the personal behaviors of our employees across the world. All of us must understand and follow these principles:



### Always

- Treat people with dignity and respect.
- Act without discrimination or prejudice.
- Create an environment that is free from harassment and violence.
- Ensure that our business partners and suppliers do not engage in inappropriate labor practices, including forced labor or illicit forms of child labor.
- Promote equality in the workplace with salaries based on merit.

- Cooperate with regular inspections and audits to verify that our values are implemented throughout the company.



### Never

- Discriminate in any form, whether based upon race, nationality, religion, gender, age, ethnic origin, place of residence, sexual orientation, marital status, social and legal status, or physical ability.
- Tolerate sexual harassment or violence, or any other form of harassment in the workplace.

# Community involvement

The communities in which we work are important stakeholders for Technip Energies, and we strive to be a responsible corporate citizen.

## How to behave

Our employees are encouraged to ensure that Technip Energies is a responsible corporate citizen in our communities.



## Always

- Design sustainable development initiatives with a focus on long-term added value.
- Engage with local communities impacted by our activities in close coordination with our clients and contribute to social and economic self-sustainability.
- Anticipate and minimize potential disruptions to the community.
- Mitigate any negative impacts to local communities from our activities.
- Contribute to local employment growth by fostering training and transfer of skills and technology.
- Respect local cultures and be aware of local practices and traditions, legislation, and cultural factors that may impact behaviors and decisions.

# Immigration compliance

We are committed to making sure the employment, travel, transfer, and residence of employees conform to applicable immigration and employment laws.

## How to behave

We do not hire or recruit anyone not legally authorized to work in the country in which employment is sought.

Each of us is accountable for maintaining our immigration status in compliance with the laws of the countries in which we work.



## Always

- Ensure that you have appropriate visas and other permits before traveling into a country.
- Ensure that you have the appropriate work permits required to be an employee of Technip Energies.



## Never

- Travel without a passport or other applicable identification.
- Misrepresent your identity or fail to disclose applicable information relating to immigration or employment.

# Security

**Our objective is to ensure the security of Technip Energies employees and our clients and business partners at our work sites wherever we operate.**

**Our employees travel all over the world. We are committed to ensuring their protection during transit and at their final destinations.**

## How to behave

Security requires the commitment of everyone to ensure the protection of all. You are the primary caretaker of your security. This is why it is essential that you know and respect the security measures in place at your work site, whether that is in an office, a plant, or construction site.



## Always

- Follow the Technip Energies security recommendations and travel requirements for the country where you are working.
- When you receive a message following a change in the security of your work environment, comply with the new measures and ensure that your colleagues are aware of the message.
- Be aware of the emergency procedures applicable to your work site so you know what to do in case of an incident, including the location of the muster point.
- Follow the general security precautions to reduce your exposure to risks during travel.
- If you receive a package or letter of suspicious origin, do not open it or try to identify the contents. Immediately contact your security manager.
- If you see a suspicious or unauthorized person in the office or in a restricted area, immediately contact your security manager.
- Ensure that you have the local manager's duty phone number in case of a security incident.
- Make sure your badge is visible when you are working in the office or on a project site.
- Accompany all visitors in the office or on a project site.

## Immediately report to your security manager:

- If you are the victim of a theft in the office, on site, or while travelling.
- If you witness a security breach.
- If you receive a package or letter of suspicious origin. Do not open it or try to identify the contents.
- If you see a suspicious or unauthorized person in the office or in a restricted area.
- If you see anything suspicious.

## While traveling:

- Ensure that you have a means of communication that works in your destination country.
- Read the latest security information before traveling to a foreign country.
- Pay attention to personal belongings in crowded places and public areas.
- Beware of questionable offers such as advantageous exchange rates, sightseeing visits, organized tours, and offers of free services.
- Be sensitive to cultural and religious differences when traveling in a foreign place.



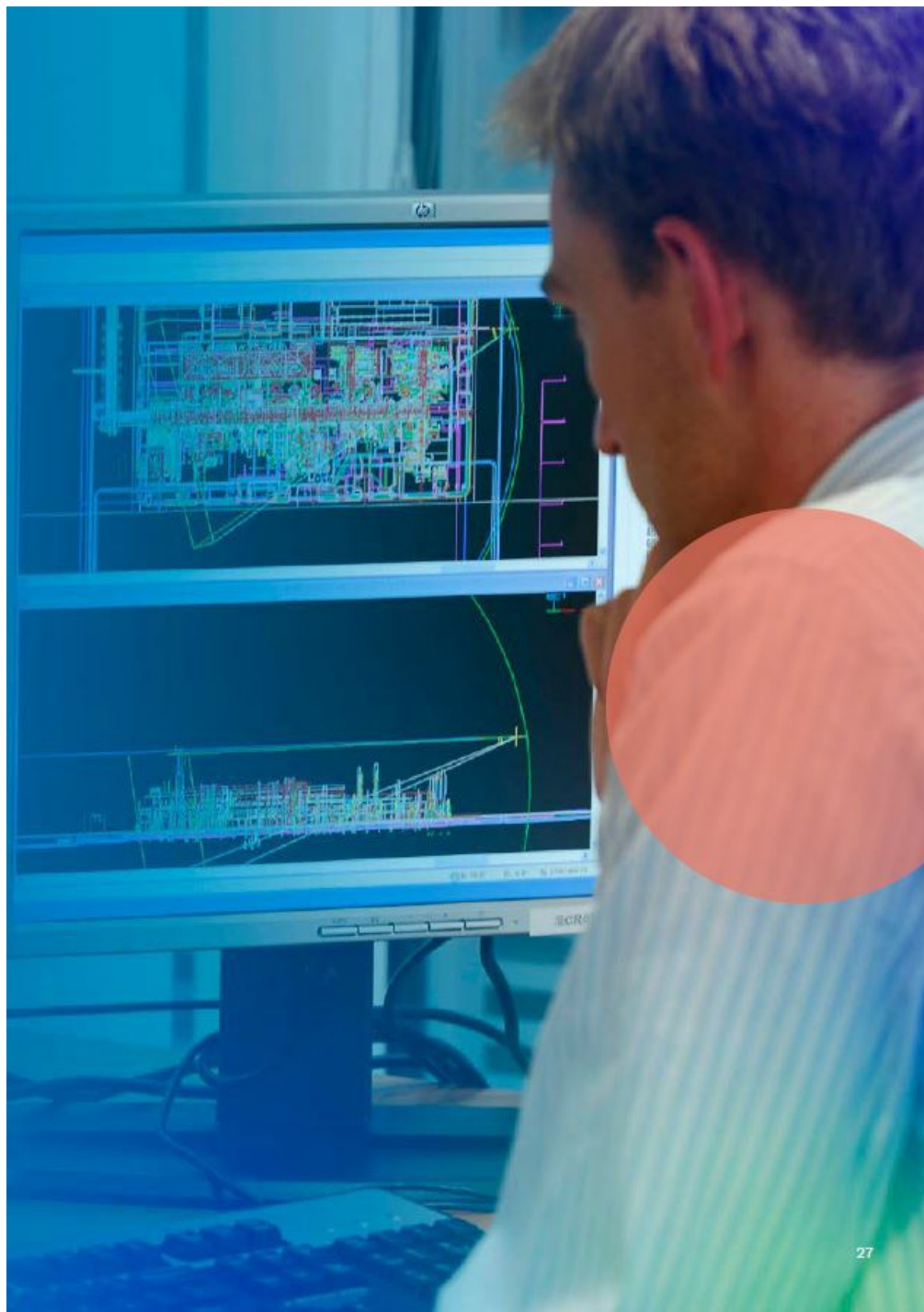
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**Security requires  
the commitment of  
everyone to ensure  
the protection of all.**



# Protecting assets and information

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## Protection of intellectual property

Our expertise, technology, and execution are what make us unique. This is the result of our ideas, our techniques, and our processes. Collectively this is called Technip Energies' intellectual property, or confidential information. Our intellectual property is embodied in our product offerings and becomes the basis for the solutions that meet our clients' increasingly complex requirements.

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**We must all protect Technip Energies' patents, copyrights, trademarks, trade secrets, and other proprietary information.**

### How to behave

We must all protect Technip Energies' patents, copyrights, trademarks, trade secrets, and other proprietary information and be very careful not to unintentionally or improperly share our intellectual property.

At the same time, Technip Energies must ensure that it respects the intellectual property rights of others. We must comply with all laws, regulations, and contractual obligations regarding the valid intellectual property rights of others. We are responsible for protecting third-party intellectual property that we are authorized to use, and therefore we must all take the same care with our customers', subcontractors', and suppliers' intellectual property as we do with our own.

To avoid these risks and to protect our intellectual property, we must ensure that new products, software, processes, and services are reviewed for new inventions or trade secrets, and that they do not infringe on the intellectual property rights of others.



### Always

- Respect the patent rights of other parties when designing our products or services.
- Protect confidential information entrusted to us by our customers, subcontractors, and suppliers with the same care as Technip Energies' confidential information.
- Follow our processes for identifying, capturing, and publishing information about our technical innovations. Disclosing new ideas too soon could jeopardize our ability to obtain patent protection for our innovations.
- Execute timely patent disclosures, applications, and assignment documents required to protect our intellectual property.
- Collaborate with caution. Sharing information about our technology developments and innovations with others, even our customers, can erode our ability to protect those innovations.
- Remember, your confidentiality obligations continue after you leave Technip Energies.
- Discuss the use of third-party intellectual property or confidential information with your legal department.
- Comply with the use of Technip Energies' branding. See the *corporate image and brand* section for more information.



### Never

- Divulge a previous employer's confidential or proprietary information.
- Provide information about a new service or product before a patent application has been filed or the Intellectual Property department has decided not to pursue a patent.
- Discuss Technip Energies' confidential or proprietary information with third parties, except when such discussions are covered by a duly approved and executed confidentiality agreement.
- Disclose a third party's proprietary information when Technip Energies has an obligation to keep it confidential.

# Accurate books and records

Accurate books and records refers to all the financial and non-financial business information that we record and report. These records must be compiled honestly, accurately, exhaustively, and objectively to protect our credibility and reputation, meet our legal and regulatory obligations, fulfill our responsibility to shareholders and other stakeholders, and inform and support our business decisions and actions.

While our work to ensure accurate books and records is most visible in the finance, treasury, accounting, payroll, tax, and controlling departments, all employees play a role in ensuring the accuracy and completeness of our financial information.

## How to behave

When you are booking a financial transaction, creating purchase orders, completing your timesheet, or filing an expense report, you are creating a financial record that needs to comply with these guidelines. We never tolerate fraud.



### Always

- Make accounting decisions based on Technip Energies' financial standards and recognized accounting standards.
- Speak to your Controller if you are uncertain of the right way to record or report a transaction.
- Inform your supervisor when you believe a record or report does not accurately reflect the underlying transaction.
- Report any concerns or irregularities in auditing or internal controls to your line manager first. If you feel that this does not resolve the issue, consider using one of the other reporting channels.
- Be conscious of the confidential nature of the financial information you handle. Do not give or grant access to confidential information to outsiders or use it for personal gain. When in doubt, ask your manager before you distribute information.
- Know the external and internal reporting standards and ensure they are followed.
- Ensure that all transactions are properly authorized and recorded accurately and completely.
- Submit, record, and authorize only valid transactions.
- Record transactions in a timely manner, minimizing the risk of errors caused by delays between transactions and their recording.
- Ensure that all counterparties are appropriately set up in our company's systems. This includes customers, suppliers, agents, professional advisers, joint-venture partners, and any other business partners.
- Ensure that no undisclosed or unrecorded amount, fund, or asset is established or maintained.
- Watch out for unauthorized payments or invoices as described in the *anti-corruption* section of this Code.
- Ensure that all books and records are supported by documentation to provide an auditable record of the transaction.
- Cooperate fully with all reviews, including internal and external audits.
- Report any concerns or irregularities concerning accounting, auditing, and internal controls.

#### Maintaining accurate books and records requires:

- Creating records that are up to date, accurate, reliable, verifiable, and in line with applicable rules, laws, regulations, and company policies.
- Presenting fair, complete, accurate, timely, and understandable reports for internal and external users.
- Safeguarding company assets to minimize risk of financial loss.
- Developing and maintaining robust costing systems that provide high-quality financial information and support the company's strategic management initiatives.



### Never

- Falsify a report, document, or record, or make a deliberately false or misleading entry in them.
- Record invalid transactions; especially if they are likely to defraud anyone of money, property or honest services.
- Establish accounts, companies or arrangements to circumvent or frustrate Technip Energies' controls, policies or procedures.
- Influence others to do anything that could compromise the integrity of Technip Energies' financial records and reports.
- Commit Technip Energies to contractual or other financial obligations unless you are authorized to do so.
- Process transactions without proper validation.
- Sell, transfer, or dispose of company assets without the proper documentation and authorization.
- Obstruct or influence the authorized activities of a regulator. This might include concealing, altering, destroying, or tampering with information.



## Warning signs

“The expense report includes incomplete and inaccurate expenses.”

Beware of any activities that do not respect the following principles:

- **Authorization.** The transaction you are recording or the information you are distributing has been authorized by the correct person(s).
- **Validity and clarity.** Our financial records should reflect only events that have actually happened, or events we know with a high degree of certainty will happen.
- **Appropriate accounting treatment.** Records and reports are created in line with the applicable rules, which are consistently applied.
- **Completeness and accuracy.** The information captured in our financial (and non-financial) systems, including business expenses, must be complete and accurate.
- **Dissemination of information.** Exchange information with your colleagues in all applicable entities, locations, and departments in relation to the events and transactions you are recording while respecting the rules of confidentiality.
- **Timeliness.** Every manager should establish firm but realistic timelines for processing financial records and set deadlines for financial reporting, and employees should strive to adhere to them.



# Information security

Information security aims to preserve the confidentiality, integrity, and availability of our data in order to reduce the risk and the impact of potential threats to our business and operations.

Protection of Technip Energies' know-how is crucial to safeguarding our business and competitiveness every day. Information security seeks to protect our expertise and reduce the risk of IT disruptions.

## How to behave

Comply with the security standards and the rules related to the use of our Information systems. Learn about internal control procedures and contractual confidentiality clauses, especially on projects. Read Information security news and alerts from the Security and IT departments.

Although cyberattacks are complex, they always start with an imprudent act or a lack of awareness. The most important thing you can do is read awareness information and remain vigilant at all times, especially when handling emails, browsing the web, or taking outside phone calls.



## Always

- Beware of suspicious emails and phone calls, especially from someone you don't know.
- Be wary of emails that contain a link.
- Remain vigilant and report any potential incident involving confidential or sensitive information.
- Keep a discreet attitude in all circumstances.
- Take care of confidential data.
- Technip Energies' data must always remain on Technip Energies' IT systems.
- Protect your laptop with a startup password in addition to the Windows password. If your laptop does not have one, contact your IT Helpdesk.
- Secure IT tools, technology, and inventory to prevent loss.
- Regularly account for IT tools, technology, and inventory.



## Never

- Open links or attachments in suspicious emails.
- Send any work-related data to your personal email address.
- Connect to your Technip Energies mailbox from a public computer.
- Use public sharing websites to exchange professional documents.
- Enter confidential information into online translation tools.
- Use your Technip Energies email address to register on websites for private use.
- Use the same password for all websites.
- Disclose your travel plans on social media.
- Leave your laptop or smartphone unattended in a public area.
- Give any information about Technip Energies to unknown persons over the phone.
- Use company assets for personal gain.
- Store personal information on your company devices and expect that information to remain private.

## Warning signs

“The email indicates that it comes from a reputable company, but it originates from a private email address.”

Most cyberattacks come through one of three channels:



### Email

A malicious email usually has the following characteristics:

- It contains an attachment and/or a link to an external website.
- It comes from an external email address.
- It looks like it was sent by a well-established institution (including Technip Energies).



### Web

Be vigilant when you browse the web.

- Do not click on a link that seems suspicious, and do not download any file from an untrusted source.



### Phone calls

External fraudsters may try to obtain information about Technip Energies via a phone call. Watch out if:

- An external number appears on your phone's caller ID.
- The caller takes on the identity of someone in Technip Energies or one of its partners.

To crosscheck that the phone call was from a legitimate Technip Energies person, try contacting the person the caller claims to be by phone or email.

**All of us are expected to respect the right to privacy and confidentiality of personal data of other employees.**

# Privacy and personal data

Personal data is information related to an individual who is or can be identified.

Technip Energies is committed to protecting personal data stored in information systems by designing and implementing appropriate security and access measures, and we are committed to handling personal data responsibly.

Access to personal data is limited to employees who have appropriate authorization and a clear business need for that information.

## How to behave

We respect the personal lives of employees and do not take an interest in their conduct outside work unless such conduct has an impact on the performance of the employee or affects the reputation or legitimate business interest of Technip Energies.

All of us are expected to respect the right to privacy and confidentiality of personal data of other employees.



### Always

If you are authorized to access personal data, you must:

- Access only information with a valid business reason and use it only for that purpose. Adhere to the highest standards of confidentiality when using personal data.
- Ensure that such information is not provided to anyone outside of Technip Energies without the proper authorizations.
- Hold the information for only as long as necessary to meet the business reason for which the authorization was given.
- Notify immediately Technip Energies IT (Service Desk) and/or Compliance (Data Privacy Office) if you become aware of a personal data breach.
- Collect only the information necessary to perform your work.
- Save only required personal data.
- Transfer personal data internationally in compliance with the privacy laws of the receiving and sending jurisdictions. Check with Legal and Compliance to ensure that you know the requirements.



### Never

- Retain the data for longer than is necessary to complete the business purpose for which it was collected.
- Collect or use sensitive personal data (such as health or medical information, or an individual financial information) without consulting with Legal and Compliance (Data Privacy Office).

# Insider trading and stock tipping

During our work, we sometimes learn information about Technip Energies, our customers, subcontractors, or suppliers that has not yet been made public. If we were to make stock transactions based on this “material information” before it is disclosed to all investors, we would have an unfair advantage.

Using non-public material information for your personal benefit (including stock market transactions) is called “insider trading.” Passing non-public material information along to others, even family members, so that they may use the information for personal gain is called “stock tipping.” These practices erode investor confidence and violate this Code and the law.



## Always

- Keep all non-public material information about Technip Energies confidential.
- Treat all non-public material information about our customers and suppliers with the same degree of confidentiality you would give Technip Energies' information.
- Respect all “blackout notices” that prohibit buying or selling Technip Energies stock during certain periods.



## Never

- Conduct stock transactions based on non-public material information.
- Pass along non-public material information to others, or procure any form of Technip Energies securities based on non-public material information.

## Good to know

# How do I know if information is material or not?

Information is considered “material” if a reasonable investor would consider that information important in making a decision to buy, hold, or sell stocks.

Examples of material information include projections of future earnings, loss of a significant project, or other sensitive business plans or strategies.

Any information that could be expected to affect Technip Energies’ stock price, whether positively or negatively, should be considered “material” and not be shared with anyone.

# Protecting business and brand

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# Anti-corruption and influence peddling

At Technip Energies, all acts of corruption (including bribes, facilitation payments, kickbacks, and self-dealing) and influence peddling are strictly forbidden. We compete fairly on the strength of our technology, service, and execution excellence.

We do not accept any form of corruption which refers to proffering, without right, at any moment, directly or indirectly, offers, promises, gifts, presents, or any advantages, to induce those in government or private sector to perform or not perform any act within his or her activity, function, position, or office, or facilitated by their occupation, position, or office. We do not make or accept improper payments to obtain or retain business with those in government or the private sector or as a reward for awarding contracts.

We prohibit influence peddling, which includes the offer of anything of value, directly or through a third party, to a public or governmental official so that the official abuses or seeks to abuse their actual or perceived influence in order to obtain a favorable decision for the benefit of Technip Energies.

We are committed to complying with all international and national legislation against illegal payments, including prohibitions on facilitation payments (to expedite routine and administrative government action) except in extraordinary circumstances where the safety or security of an employee is in immediate danger.

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**We compete fairly on the strength of our technology, service, and execution excellence.**

### How to behave

To ensure that our partners share our commitment to ethical business practices and to ensure that our partners' other relationships (including family relationships) do not create the appearance of a potential conflict of interest, we conduct due diligence of high risk potential business partners before entering into a relationship.

Technip Energies has established anti-corruption policies and procedures that help us prevent, detect, and react to improper dealings whenever they arise. We must all ensure that we follow these policies and procedures and that we never engage in corruption of public or private individuals or entities.

Anyone who is responsible for acts of corruption or influence peddling will be subject to disciplinary sanctions in accordance with applicable rules and regulations, which can include actions up to termination.

Training regarding Technip Energies' policies and procedures covering corruption and influence peddling (including the Code of Business Conduct) is offered to all personnel. In addition, personnel most exposed to corruption and influence peddling risks undergo training sessions on a regular basis.



### Always

- Contact Compliance for guidance if you are unsure which compliance procedure to apply.
- Ensure that records of expenditures properly reflect the nature of the transaction.
- Select business entertainment venues and activities in line with our Values.
- Conduct appropriate due diligence on consultants, suppliers, business partners, and agents, and ensure that third parties understand Technip Energies' policy of zero tolerance for corruption.
- Pay all consultants, agents, and business partners in the country where they performed work.
- Use the reporting channels to report any act of corruption or any attempt to conceal corruption.
- Seek advice from your manager or Compliance if you have any doubt about payments that you have been requested to make.



### Never

- Make payments or provide other objects of value such as gifts, loans, discounts, and excessive hospitality, or use Technip Energies' funds or assets to improperly influence a decision under any circumstances.
- Offer, give, promise, or solicit — either directly or through a third party — any payment or supply of services, gifts, or leisure activities to obtain or retain a market or competitive advantage. This rule applies to transactions with government officials, companies, and private persons.
- Offer, give, or promise — directly or through a third party — anything of value to a public or governmental official so that the official abuses or seeks to abuse their actual or alleged perceived influence in order to obtain a favorable decision.
- Act in a way that violates local law or the customer's own rules and business guidelines.
- Provide anything of value that creates the appearance of impropriety.
- Provide anything of value to gain or retain an improper advantage.

## Warning signs

“I’m not sure why my client is involving his brother – a government official – in our project.”

When dealing with business partners, we may encounter warning signs that the business partner may be making improper payments or is otherwise exerting undue influence over decisions to award or retain business.

These warning signs (sometimes referred to as “red flags”) include:

- A request by a commercial consultant to have a commission paid before the announcement of an award decision.
- Unwillingness by a third party to reveal its ultimate ownership structure.
- Request from an agent of a country's customs authorities of a payment or a thing of value (gifts, entertainment, travel) in return for the issuance of the authorization of importation of equipment in connection with a project.
- Compensation requests not in line with services provided.
- Lack of support for services vaguely described in invoices or the inability to provide details of the actions taken on behalf of Technip Energies.
- Requests for payment in a country other than where the service was provided.
- Involvement of government officials, including family members or other relatives of government officials.
- Receipt by a Technip Energies employee of a gift from a supplier which could influence the employee's judgement during an ongoing tender, in which the supplier is participating.

If you observe any warning signs, promptly contact Compliance for assistance in resolving the issue.

## Good to know

# Who is considered a public or government official?

These terms are broadly interpreted to include any person working for a governmental body, any political party candidate, and any business owned and/or operated by a government official. In addition, "government" includes all branches, levels, and subdivisions of any government.

Government officials include, but are not limited to:

- Any elected or appointed government official or representative.
- A current or former employee, official, contractor, consultant, or representative of a government or any department, agency, or state-owned or state-controlled enterprise.
- Any current or former employee or person acting for or on behalf of a government official, agency, or enterprise performing a governmental function, such as a licensing official or a tax agent.
- Any political party, officer, employee, or person acting for or on behalf of a political party or candidate for public office.
- A person in the service of a government, including members of the military, police, or civil service.
- Family members and relatives of any of the above.

# Gifts, hospitality and travel

Although appropriate entertainment can provide an opportunity to build or solidify client relationships or gain greater insight into key subcontractors and suppliers, there are some forms of gift-giving that could be viewed as inappropriate and could constitute corruption.

## How to behave

If you are presented with a gift or offered hospitality or entertainment, or if you are offering someone a gift, hospitality or entertainment, you need to evaluate whether you may receive or give such gifts in line with the requirements of the company's policies and procedures.



## Always

- Tell your manager about any gift or invitation offered or accepted, whatever its value.
- Inform your business partner about Technip Energies' policy on gifts and entertainment at the beginning of every new business relationship.
- Speak to your manager if a supplier or a subcontractor offers you gifts or invitations of significant value.
- Ask for your manager's approval before offering gifts or invitations to representatives of a government official.
- Accept or offer restaurant invitations only for business-related purposes.
- Understand local customs and laws before offering or receiving gifts, leisure activities, or other benefits.
- Take into account the company policy of the person receiving the gift or invitation.
- Make sure all gifts offered and received are supported by accurate documentation, including invoices and receipts, where applicable.
- Seek advice from your manager or from Compliance if you are not completely sure.
- Seek approval before paying for third-party travel expenses or accepting payment for your travel expenses from a third party.



## Never

- Grant or accept any excessive gifts or entertainment, whether monetary or non-monetary, directly or indirectly, to or from any government official, client, supplier, vendor, subcontractor or any other third party.
- Let gifts or entertainment influence decisions or be seen as having an influence on those receiving them.
- Solicit gifts or invitations.
- Offer or accept gifts or provide a service that you would have difficulty explaining to your colleagues, your family, or the media.
- Offer gifts or provide hospitality, even of minimal value, with frequency that can create the appearance of impropriety when aggregated.
- Offer gifts, entertainment, or travel to government officials without prior approval.
- Offer gifts or provide hospitality in the form of cash.
- Accept gifts or hospitality from potential suppliers who could place you in a situation of obligation, especially during critical phases of a decision-making or award process.
- Accept an offer that exceeds what is considered acceptable at Technip Energies.

## Warning signs

**“My supplier wants to give my wife and me tickets to the theater and have dinner at his expense.”**

Some gifts and hospitality are, by their nature, illicit and thus prohibited by Technip Energies. These include cash payments, personal services, loans, gifts, invitations of an improper nature or to inappropriate places or events, meals in which the commercial partner does not participate, and gifts or invitations during periods when important commercial decisions are being made.



**When contributing to local communities on behalf of Technip Energies, ensure that such giving is in line with our Values.**

# Donations, charitable contributions and sponsorships

Social donations and contributions are gifts given for a charitable purpose or to support a particular cause. A donation or charitable contribution can be in the form of cash, services, or new or used goods. They also include emergency or humanitarian aid, development aid support, and medical care assistance.

As a responsible corporate citizen, Technip Energies believes in contributing to the communities where we conduct business by supporting worthy causes, organizations, and activities.

However, in certain circumstances, donations could be considered disguised illegal payments. To avoid these risks, Technip Energies only takes part in sponsorship projects or funds associations and foundations where activities are legally acceptable and in line with our Values. Any donation or contribution on behalf of Technip Energies must be approved in accordance with the relevant policies concerning social donations and charitable contributions.

## How to behave

When contributing to local communities on behalf of Technip Energies, ensure that such giving is in line with our Values, charters, policies, and procedures. Technip Energies only contributes to local charities or social programs that share the company's Values. All approved donations must be properly accounted for and accurately reported on the company's books.



## Always

- Promote the development of local communities through charitable donations that are in line with our Values, policies, and procedures.
- Ensure that charitable organizations do not use donations for illegal purposes.
- Make all donations in good faith and ensure that proper approvals are obtained in line with the company's policies and procedures.



## Never

- Give donations that are unreasonably large in value.
- Give any donation if it is illegal under local laws and regulations.



# Conflict of interest

A conflict of interest may occur when an employee has a financial, business, or personal interest or activity that interferes or appears to interfere with Technip Energies' interests. There are many situations that are or could be perceived as conflicts of interest.

## How to behave

You are expected to make informed business decisions in the best interest of the company. Any situation in which your personal interests, or the interests of your close relations, are or appear to conflict with Technip Energies' interests must be avoided.

### Financial interests

- A close relative is an owner or investor in a privately-owned customer of Technip Energies.
- You accept expensive event tickets or gifts from a supplier or customer.
- You learn about a business opportunity at work and decide to pursue it for yourself.

### Personal relations

- You are considering hiring a close relative or partner as an employee or contractor.
- You have a relationship with a supplier that inappropriately influences your business decisions.
- Any other situation where a potential conflict of interest will lead to a violation of your contract of employment and duty of good faith vis-à-vis your employer.

### Political relationships

- You work on a political campaign during working hours.
- You express your political views in a setting where your audience may think you are speaking on behalf of Technip Energies.



## Always

- Act only in Technip Energies' interest when conducting professional activities. Refrain from taking advantage of any situation, either directly or through a third party, for your own gain or that of others.
- Disclose in writing to your manager and your local legal counsel all of your outside interests that create or could appear to create a conflict of interest.
- Get approval prior to taking a position with an outside business while working for Technip Energies.
- Understand the concept of conflicts of interest.
- Remain aware of any actual or apparent conflicts.
- Know how to remove yourself or protect against the dangers a conflict of interest presents, such as removing yourself from the position that creates the conflict by delegating to someone else.
- Disclose any conflicts to your manager and seek advice on how to avoid the conflict, remove yourself from it, or protect yourself and the company from the consequences of the conflict.



## Never

- Misuse Technip Energies resources for personal gain. This includes Technip Energies office equipment, time, and intellectual property. Any information you obtain through your position at Technip Energies should not be used for personal gain.
- Assume that a conflict does not matter because it is too small or petty.
- Let a conflict linger.

## Warning signs

“He uses his company laptop to conduct other business on the side.”

In our work, we may come across a situation that could create a conflict of interest. Warning signs (sometimes referred to as “red flags”) of such a conflict include:

- A close relative works for a supplier or a customer.
- You conduct business on the side for your personal benefit (not for the company's) with your company laptop.
- You are asked to serve on the board of a competitor, supplier or customer's company.

---

**Conduct appropriate due diligence  
on all subcontractors, suppliers,  
consultants, and agents.**



# Money laundering

Money laundering occurs when revenue-generating criminal activity takes place (such as narcotics, bribery or fraud) and the proceeds of that criminal conduct are acquired, used or otherwise dealt with.

As part of ensuring that our financial records are accurate, complete, and transparent, it is also necessary for us to exercise appropriate diligence on customers, subcontractors, suppliers, and other vendors to prevent money laundering.

Appropriate due diligence also prevents “reverse money laundering,” whereby legitimate funds may be used, knowingly or unknowingly, to finance terrorist activities.



## Always

- Conduct appropriate risk-based due diligence on customers, subcontractors, suppliers, consultants, and agents.
- Ensure that all payments to subcontractors, suppliers, consultants, and agents are made in accordance with our financial standards, including the requirement that payment be made in the country in which the work was performed.
- Ask questions if an agent or consultant proposes a transaction structure that seems unusually complex.
- Be alert to the origin of any money we receive or acquire.
- Check the legitimacy of the destination of any payment we make.
- Be aware of, and report to Compliance, any payments that you suspect may be connected to the proceeds of crime.



## Never

- Try to investigate any case of money laundering on your own.
- Reveal your suspicions of money laundering to the other party in the transaction. Seek advice from your manager or Compliance instead.

## Tax Policy

At Technip Energies, we manage tax affairs with integrity to comply with the laws and regulations of all the countries where we operate.

As a multinational company, we conduct business in more than 30 countries, engaging with a broad range of stakeholders: clients, partners, subcontractors, suppliers based around the world. We operate in a constantly changing environment with increasingly complex set of tax regulations, subject to varying interpretations, thus giving rise to potential tax risk.

We are committed to implement sustainable tax and legal structures aligned with our business needs and not aimed at driving mainly tax benefits.

We recognize that all taxes that we pay and collect for governments are an integral element of our corporate social responsibility and therefore of Technip Energies creating shared value.

When making a tax decision, we consider the interests of key stakeholders, such as shareholders, employees, suppliers, customers, authorities, and the communities where we operate.

**How to behave**

We should always consider the tax consequences of any business decision to ensure compliance with tax regulations.

**Always**

- Respect tax compliance requirements and pay tax in accordance with local regulations in the countries in which we operate.
- Ensure compliance with Group transfer pricing policy for all Intra-group transactions.
- Align tax decisions with our business activities.
- Keep track records supporting all the transactions.
- Seek guidance on local tax regulations when making business in a new country.
- Liaise with Technip Energies' internal tax experts when facing a non-routine transaction.
- Consult with external tax advisors where there is uncertainty as to the application or interpretation of tax law.
- Maintain a transparent and collaborative relationship with tax authorities.
- Behave in accordance with anti-avoidance tax regulations global framework (OECD, EU Initiatives on tax transparency and anti-abuse rules etc.).

**Never**

- Engage in artificial transactions without commercial substance aiming towards tax benefit.
- Pay taxes that are not legally due or that are claimed on unjustified basis.
- Perform transactions with parties established in tax haven countries without assessing the consequences for Technip Energies.
- Take an important tax related decision without seeking appropriate advice.
- Consider that tax legislations are stable and not subject to changes.
- Process a tax related transaction without proper supporting documentation.

# Export controls and trade compliance

As a company with global operations, we provide products, technology and services to companies, customers, and business partners around the world. We must always comply with the applicable customs laws and trade restrictions, wherever we do business. In the event a transaction involves a conflict between competing laws of applicable jurisdictions you must consult Legal and Compliance for advice.

## How to behave

We must strictly comply with all customs laws and trade controls that apply to us, wherever we do business.



## Always

- Follow and adhere to all Technip Energies processes and policies when performing import or export activities.
- Use approved customs agents and freight forwarders only.
- Consult with Legal and Compliance before transferring controlled items, technology (engineering drawings, source code, etc.) or software from one country to another or to foreign nationals.
- Ensure that all transaction parties are screened against relevant restricted party lists.
- Consult with Legal and Compliance immediately if you are asked to deal with a sanctioned country, entity or individual.
- Ensure that temporary imports are managed in accordance with import license or customs documents.
- Remember that carrying equipment or spare parts in your luggage (known as "hand carry") is subject to the same trade restrictions and customs clearance obligations as any other shipment to that country.



## Never

- Execute a cross-border shipment without conducting the requisite due diligence and complying with all applicable Technip Energies processes and procedures.
- Carry Technip Energies equipment or spare parts in your luggage without prior approval from Legal and Compliance.

## Good to know

Most of the countries where we operate or conduct business have their own customs laws and foreign policy-based trade controls, including economic sanctions and embargoes, that may govern the import or export of the products or services that we offer, procure, or supply. Restrictions under trade control laws can target specific countries and business sectors within countries, as well as individuals and organizations. Some countries may also have laws requiring the boycott of other countries, while others have laws that prohibit participating in boycotts.

The penalties for breaching these laws can be severe and may include large fines, revocation of export license privileges, debarment, disqualification of directors, and imprisonment.



## Competition and antitrust laws

We are committed to competing fairly and in compliance with applicable laws governing competition and antitrust. These laws seek to protect markets by fostering fair and robust competition.

Specifically, these laws are designed to stop collusion among competitors and prevent companies with dominant market position from abusing their market power.

They also require prior review and approval for certain transactions, such as mergers and acquisitions, that could substantially reduce or affect competition in the market.

At Technip Energies, our objective is to conduct our business with the highest standards of honesty, integrity, and fairness and to offer opportunities for success to all our suppliers, partners, and subcontractors in a spirit of fair competition and mutually beneficial collaboration.

It is necessary to have meetings with our competitors from time to time. However, extreme care should be taken to define the purpose and scope of these discussions upfront to avoid even the appearance of inappropriate collaboration.



**Always**

- Familiarize yourself with competition law in your business and jurisdiction. Ask Legal for advice.
- Carefully note the origin of any information you may collect on the market regarding competition.
- Consider whether the reasons for entering into an agreement with a competitor are legitimate.
- Keep records of meetings with competitors.
- Pay particular attention to exclusivity agreements and other similar agreements.
- Pay particular attention to the existence and operation of purchasing groups in which the company desires to participate.
- Seek guidance from your Legal department if you have to deal with R&D or transfer technology agreements.
- Without prejudice to your personal freedom of association, seek guidance from your Legal department and obtain approval from the proper level of management before entering into any trade association.



**Never**

- Agree with competitors to:
  - Exchange information regarding prices, sales volumes, terms of sale (including contractual terms), market shares, production capacities, or cost structure, including by telephone or during informal meetings.
  - Discuss the commercial or industrial policy of Technip Energies.
  - Participate in collective actions aimed at, or having the effect of, preferring or eliminating a competitor, granting it preferential treatment, or exercising pressure or retaliatory measures, or boycotting a customer.
  - Abuse purchasing power, including prohibiting work with or otherwise discriminating against specific suppliers or customers, unless legitimately and objectively justified.
- Communicate or exchange information with competing buyers regarding our purchasing policies.
- Give any confidential information about a supplier to its competitors.

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**We are committed to competing fairly and in compliance with applicable laws governing competition and antitrust.**

# Quality leadership

Quality leadership refers to the value of outputs that we deliver to our internal and external customers. The products, services, and projects should all contribute to optimal, reliable, and safe results that meet requirements each and every time.

Technip Energies' goal is to be a leader in our industry by providing excellent quality in whatever we do, and maintaining reliable products, asset integrity, services, project execution, and installation lifecycle.



## Always

- Know and comply with our Quality Policy.
- Cultivate a culture of quality leadership through consciously meeting requirements, and continuous learning and improvement through an empowered workforce.
- Drive accountability and ownership for a prevention mindset at all levels within the organization.
- Engage with improving the processes that you operate.
- When interfacing with the supply base ensure that our suppliers constantly meet requirements and drive a culture of continuous improvement with a prevention mindset.
- Follow documented processes when executing work.
- Track conformance and identifying issues when they occur.
- Address all non-conformance issues through root cause analysis and application of a prevention mindset.
- Aim to do things better, faster, and more cost-effectively while always respecting applicable standards and requirements.
- Intervene if quality behaviors and standards are not demonstrated.
- Take personal accountability for performing and improving your job through leadership competencies that improve business results.

# Political activities

Technip Energies observes strict political, religious, and philosophical neutrality. We do not make financial contributions to political candidates, elected representatives, political parties, or religious institutions.

Technip Energies also respects the personal political affiliations of its employees. Nevertheless, these affiliations must not affect the activities or image of Technip Energies, nor may they affect the political neutrality of the company.



## Always

- Participate in political activities in your own name and outside of work.
- Respect the beliefs of others.
- Recuse yourself from political decision-making processes that concern Technip Energies.
- Exercise your freedom of opinion and political activity outside the scope of your employment, at your own expense, and on an exclusively personal basis.
- Explain clearly that you represent only your own personal views when participating in political activities.
- Get your manager's approval before communicating in Technip Energies' name with government representatives on political matters.
- Think of Technip Energies' reputation and how the public would perceive your actions when interacting with government representatives.
- Seek advice from your manager or Compliance if you are solicited for a political donation.
- Notify your manager if a government official contacts you outside your normal activities.



## Never

- Use Technip Energies' premises, equipment, or any other assets for political activities.
- Make a political statement on behalf of Technip Energies or associate Technip Energies with your personal political views.
- Use Technip Energies' corporate image to support your political views.
- Use your position at Technip Energies to urge anyone to make political contributions or to support a political party.
- Use or allow the use of Technip Energies' assets or resources for a political campaign, party, or candidate.
- Use donations for community benefit to hide political contributions.

# Corporate image and brand

Our brand is an asset we need to protect.

It is what makes us unique to our stakeholders. It is the personality that we express not only through our visual communications, but also through our collective and individual behaviors.

## How to behave

You have a role to play in protecting and preserving our image. You are an ambassador of Technip Energies and, as such, you must behave in conformity with our principles as detailed in this Code.

Everyone in Technip Energies is a brand ambassador, and each of us must maintain and protect Technip Energies' reputation. Consistent communications with all of our stakeholders is the foundation for our brand, our corporate image, and our commercial success.



## Always

- Act as a brand ambassador and behave in conformity with our principles as detailed in this Code.
- Maintain and protect Technip Energies' reputation.
- Communicate consistently with all of our stakeholders.

# External communications

Given our global presence, financial market reporting regulations, and renowned technical expertise, Technip Energies must be particularly vigilant with respect to external dissemination of information. Any misinterpretation could negatively affect the company's image and financial performance.

## How to behave

Only the following people are authorized to release external information:

- The Chief Executive Officer and the Chief Financial Officer.
- By delegation and within the framework of internal procedures for legal and financial disclosure review, Communications, Public Relations, or Investor Relations department managers.

Any external company communications must be authorized by at least one of the above. Technip Energies personnel are not authorized to provide or issue company-related information to outside parties without the company's express authorization.



## Always

- Whoever you meet, share information with care.
- Disclose only information that is public, meaning it has been published on Technip Energies' website.



## Never

- Speak with the media on behalf of the company. If you must speak to the media, remember that there is no "off the record."

---

**We must be particularly vigilant with respect to external dissemination of information.**

# Social media

Social media is changing the way we communicate, work, and live. Technip Energies respects the right of employees to use social media as a medium of self-expression.

However, everything our employees post about Technip Energies can impact the company's reputation. Equally, everything published online remains for a very long time and, in some cases, cannot be undone. Social media should therefore be used responsibly.

## How to behave

Speak for yourself and be transparent. It is important to understand the difference between mentioning the company and speaking on behalf of it. Communications personnel are Technip Energies' only official spokespersons in the social space.

Whenever you participate in social media and discuss topics related to the company, make it clear that you are expressing your own opinions and that your comments do not represent the company.

Be responsible and respectful. When communicating online, pay particular attention to issues that are sensitive to Technip Energies' business and its clients, partners, and suppliers, such as the price of oil and gas, oil spills, and other sensitive topics. In all discussions, use facts and references for your statements when possible. If you are unsure whether a post is appropriate to share, it is better not to post it at all. If you realize you have published an inaccurate statement, acknowledge your mistake and correct it as soon as possible.

Be polite and keep in mind that cultural differences may impede understanding. Avoid using remarks that could be interpreted as offensive and use a respectful tone even when disagreeing with others.

Protect information, confidentiality, privacy, and intellectual property. Technip Energies rules apply to social media, and your obligations as a Technip Energies employee are the same in the digital world as in the physical world. When using social media, never share confidential or sensitive information such as financial and commercial data or any information related to ongoing projects, research and development, legal matters, or strategy.



## Always

- Post content that represents your own personal views.
- For security reasons, keep work-related travel or geographical positions confidential.
- Obtain written permission from the relevant communications manager prior to posting any Technip Energies photo, video, or logo.
- Comply with laws and regulations governing intellectual property rights, including copyrights and trademarks.



## Never

- Publish online anything that would not be publicly available to journalists, clients, and competitors.
- Post confidential, sensitive, or proprietary information.
- Post comments about persons or companies that could be perceived as negative or defamatory.

A woman with blonde hair, wearing a dark blazer, is looking down at her smartphone. She is smiling slightly. The background is a blurred industrial setting with yellow and blue elements.

Protecting business and brand

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Everything our employees post about Technip Energies can impact our reputation.





**Technip Energies N.V.**

A company incorporated under the laws of The Netherlands, with its corporate seat in Amsterdam, registered with the Dutch Chamber of Commerce under number 76122654.

Its principal place of business is at Immeuble Origine, 2126 Boulevard de La Défense CS 10266- 92741 Nanterre cedex (RCS Nanterre 879 464 884) France

[www.technipenergies.com](http://www.technipenergies.com)

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## CERTIFICATIONS

I, Arnaud Pieton, certify that:

1. I have reviewed this annual report on Form 20-F of Technip Energies N.V.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 25, 2022

/s/ Arnaud Pieton

Arnaud Pieton  
Chief Executive Officer

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## CERTIFICATIONS

I, Bruno Vibert, certify that:

1. I have reviewed this annual report on Form 20-F of Technip Energies N.V.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 25, 2022

/s/ Bruno Vibert

Bruno Vibert  
Chief Financial Officer

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**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
UNDER SECTION 906 OF THE SARBANES-OXLEY  
ACT OF 2002, 18 U.S.C. SECTION 1350**

I, Arnaud Pieton, Chief Executive Officer of Technip Energies N.V. (the "Company"), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (a) The Annual Report on Form 20-F of the Company for the year ended December 31, 2021, as filed with the Securities and Exchange Commission (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 25, 2022

/s/ Arnaud Pieton  
\_\_\_\_\_  
Arnaud Pieton  
Chief Executive Officer

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**CERTIFICATION OF CHIEF FINANCIAL OFFICER  
UNDER SECTION 906 OF THE SARBANES-OXLEY  
ACT OF 2002, 18 U.S.C. SECTION 1350**

I, Bruno Vibert, Chief Financial Officer of Technip Energies N.V. (the “Company”), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (a) The Annual Report on Form 20-F of the Company for the year ended December 31, 2021, as filed with the Securities and Exchange Commission (the “Report”), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 25, 2022

/s/ Bruno Vibert

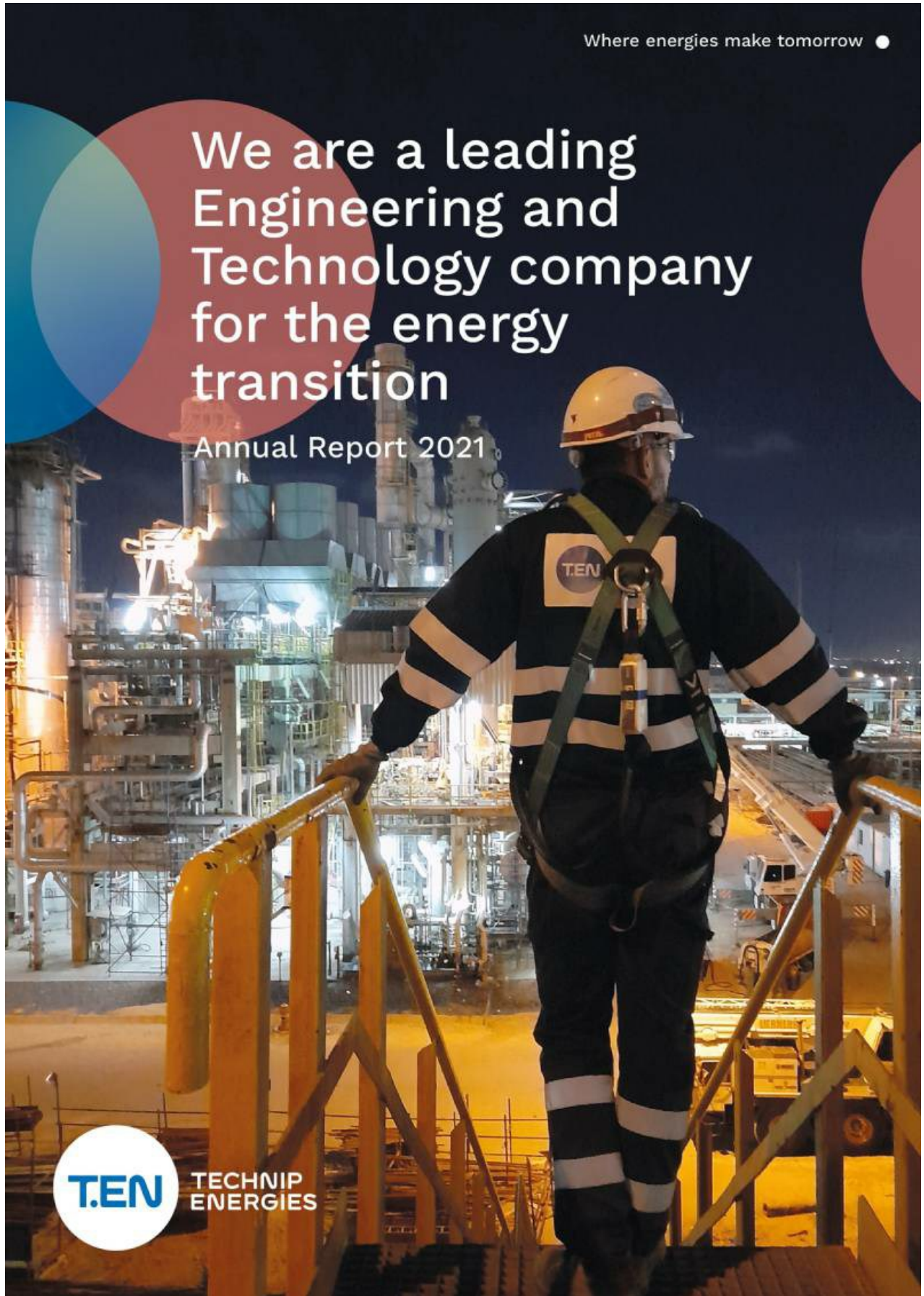
\_\_\_\_\_  
Bruno Vibert  
Chief Financial Officer

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Where energies make tomorrow ●

# We are a leading Engineering and Technology company for the energy transition

Annual Report 2021



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# 2021 ANNUAL REPORT

## Breaking boundaries together to engineer a sustainable future

### We are Technip Energies.

We are a leading engineering and technology company for the energy transition.

With more than 60 years of history, we have a clear vision for the future.

We have a passion for excellence and are committed to safety and quality.

Integrity is always at the center of what we do.

We foster a diverse and collaborative environment.

We are a team of 15,000 talented professionals engaged in transforming the energy industry.

### Turning our clients' vision into a reality.

Our reputation is built on our ability to deliver and our limitless drive to enhance our clients' performance.

Project after project, we have provided innovative solutions, pioneering technologies and mastered processes from concept to delivery, for our clients' success and our people's development.

Today, we continue to push the limits and accelerate the journey to a low-carbon world.

Our success comes from our leading-edge technologies, our unique design and engineering capabilities, our construction expertise and our proprietary equipment.

We unlock added value energy solutions, leveraging innovation and embracing digital.

We lead the natural gas market, a critical transition fuel, and are developing new sustainable energy projects, with hydrogen, sustainable chemistry, biofuels, CO<sub>2</sub> management and other solutions.

Supported by a strong Environmental, Social, and Governance roadmap we strive for excellence for our people, our clients, our partners, society, and the coming generations.

We think energies, we think tomorrow.

**“We are Technip Energies. Where energies make tomorrow.”**



Technip Energies is listed on Euronext Paris, headquartered in Paris and registered in the Netherlands. The annual report can be viewed and uploaded at [technipenergies.com](https://technipenergies.com)



This document is the PDF/printed version of the 2021 Annual Report of Technip Energies and has been prepared for ease of use. The 2021 Annual Report was made publicly available pursuant to section 5:25c of the Dutch Financial Supervision Act (Wet op het financieel toezicht), and was filed with the Netherlands Authority for the Financial Markets in European single electronic reporting format (the ESEF package). The ESEF package is available on the Company's website at <https://investors.technipenergies.com/financial-information/results-center> and includes a human readable XHTML version of the 2021 Annual Report. In any case of discrepancies between this PDF version and the ESEF package, the latter prevails.

References to Technip Energies: references to the Company or company, to Technip Energies or the (Technip Energies) Group or group, or “we” relate to Technip Energies N.V. and its subsidiaries except where the context provides otherwise.

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ANNUAL REPORT • 2021 • TECHNIP ENERGIES





**JOSEPH RINALDI**  
CHAIRMAN

**To our stakeholders,**

**Value Creation**

From its beginning as an independent company in February 2021, Technip Energies has focused on the significant opportunities for value creation that exist as the world transitions towards a lower and ultimately zero carbon energy future.

The objective of net-zero has broad support from governments, businesses, consumers and the energy sector and an increasing number of key actors are adopting policies and taking the steps required to achieve this ambition. While timing remains uncertain and detailed pathways continue to be shaped, some important aspects of the energy transition are increasingly apparent.

Liquefied Natural Gas (“LNG”) will continue to play a vital role in the global energy mix for many years to come as renewable sources are unable to scale at a sufficient pace to satisfy growing global energy demand and the world moves away from higher carbon intensity sources such as coal. Technip Energies’ market leading position in LNG - as well as in markets such as hydrogen and ethylene - will therefore continue to provide a strong foundation for the Company’s growth for many years to come.

These traditional markets are themselves evolving to lower carbon content and production. The significant reductions in greenhouse gas emissions projected to be achieved in connection with the Qatar North Field LNG expansion project exemplifies how the Company’s low-carbon design solutions and carbon capture usage and storage (“CCUS”) expertise are helping traditional energy adapt to a lower carbon future.

If the net-zero ambition is to be achieved an unprecedented level of global investment in production, transportation, storage and distribution infrastructure and associated technology will be required over the coming decades. The Company’s engineering and technological leadership in the energy sector positions it to become an important player in designing, building and deploying this core infrastructure. The Company’s offerings in markets such as blue and green hydrogen, CO<sub>2</sub> management, green chemistry and biofuels are already gaining traction with clients and, over the coming years, the Company also expects to see the development of businesses in offshore wind and plastics recycling where the Company is already starting to leverage its strengths.

Importantly, we believe that the business models, solutions and technologies developed in connection with these net-zero offerings will contribute to the growth of higher margin businesses for the Company, including in the Technology, Products and Services segment.

The Board works closely with management to assess the opportunities and risks that this evolving energy landscape presents. This involves developing and setting the strategic objectives for the business and reviewing and approving the investments (including in people), partnerships and other actions required to execute the Company’s plans. In allocating resources, including between our traditional businesses and the opportunities that we are identifying to build a leading and profitable business for net-zero, the Board’s objective

is to grow long-term value for our stakeholders. While we continue to take care of the short term we are building for the long term.

**Strong 2021 performance despite global challenges**

The past year was marked by the persistence of the COVID-19 pandemic and implementing measures to protect the health and safety of our employees and contractors has been a priority of the Company. I am proud of the manner in which the Technip Energies workforce has responded, including by adapting to new ways of working while maintaining excellence in execution. I am also proud of the support the Technip Energies community has provided to colleagues, and the families and local communities of colleagues, in India and other parts of the world that were particularly hard hit by the pandemic.

Although the pandemic inevitably impacted project execution and timing and generated additional costs, the Company was able to mitigate its impact on the Company’s performance. Indeed the people of Technip Energies delivered excellent 2021 results. Strong project execution resulted in double digit revenue growth alongside adjusted recurring EBIT margin expansion from 5.9% to 6.5% compared to the prior year and the Company has maintained a very strong balance sheet with robust free cash flow growth in 2021 contributing to an adjusted net cash position of €3.1 billion at year end. In line with this strong performance, the Board is delighted to propose an inaugural annual dividend in the amount of €0.45 per share.

## Embedding Foundational Values

Throughout 2021, the Board was actively involved with management in the development of our Environmental, Social and Governance (“ESG”) framework and action plan.

Reflecting input from employees and other stakeholders, the ESG framework articulates our company-wide foundational values and the accompanying action roadmap is designed to embed those values in the culture, business practices and strategy of the Company. The roadmap provides for specific and measurable actions and targets that support our commitment to act for the climate and the environment; to ensure a diverse, inclusive and safe work environment that attracts and grows talents; to conduct business with integrity and in an ethical and transparent fashion; and to collaborate with others including by contributing to the development of our local communities and working with suppliers to achieve sustainable supply chains.

The ESG framework and roadmap will guide future Company actions and decisions. For example, a demanding set of ESG criteria will be applied in the Company’s tender selection process going forward.

The Board and its ESG Committee will remain actively involved in monitoring the implementation of the roadmap. To strengthen ESG accountability and transparency, key ESG targets have been incorporated into the incentive components of our 2022 executive compensation program.

We are confident that the values articulated in our ESG framework will generate pride and engagement among the people of Technip Energies, will help attract new skills and talents and will win new business opportunities for the Company.

## The Board

The blend of historical company knowledge, industry experience, skills and continuity represented on the Board has been important for the effective operation of the Board this past year. We are nevertheless mindful of the need to continually review Board composition to ensure it reflects the appropriate mix of skills and experience as well as diversity. Accordingly, after having conducted an in depth

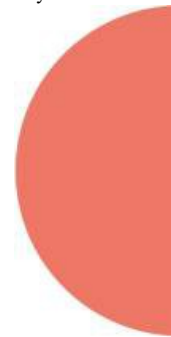
assessment of the Board’s collective skills, experience and background and mindful of the impending retirement of Pascal Colombani, the Board undertook structured searches for individuals with the attributes we believed would complement those of existing members and who would enhance the work of the Board.

I am delighted that two outstanding individuals – Colette Cohen and Francesco Venturini – have agreed, subject to Shareholder approval, to join the Board. Besides being at the forefront of technological developments that are key for the energy transition, Colette is a champion of sustainable and socially responsible practices in the energy industry and a recognized advocate for women in industry. Francesco brings extensive energy industry experience at CEO level with a successful track record of driving transformation towards sustainable products and services and implementing technological and digital change. Francesco’s experience in the utilities field is also particularly relevant for the Company as the movement to electrification accelerates.

Pascal Colombani has decided to retire from the Board at the May 5, 2022, Shareholders’ Annual General Meeting. On behalf of the Board I wish to acknowledge the importance of Pascal’s contributions to the Board and the Company. We have greatly benefited from his wise counsel and his vast industry and governance knowledge and experience. His leadership of the ESG Committee has been particularly important in this critical year.

## Moving forward with stakeholder support

I wish to thank our Shareholders for their support. The Board appreciates the trust and responsibility involved in your investment and places great importance on



receiving your feedback. We look forward to the Board’s continued participation in the 2022 Shareholder outreach program. I also wish to extend our gratitude and admiration to the people of Technip Energies for their accomplishments last year.

The global consequences of the COVID-19 pandemic have not entirely disappeared and the devastating war in Ukraine is impacting businesses throughout the world, including the Company’s operations in Russia. The Company has stopped work on future opportunities in Russia and, with our employees, we are helping to provide support for the victims of the war. We continue to monitor the impact of these developments and to take appropriate mitigating actions. The Company is well positioned to weather and contain the impact of these challenges because of its strong, diversified and global businesses and financial strength.

Above all the talent, resilience and commitment of our people give me confidence that the Company will continue to build a strong, sustainable and financially successful future that will drive value creation for all stakeholders. ●

Joseph Rinaldi

**“The talent, resilience and commitment of our people give me confidence that the Company will continue to build a strong, sustainable and financially successful future.”**



“

**Almost 70% of our current R&D spend is via open innovation or development with partners. These partnerships reinforce our position as a partner of choice and will create business opportunities for years to come.”**

**ARNAUD PIÉTON**

CHIEF EXECUTIVE OFFICER

## Dear stakeholders,

I feel great pride when looking at our first full year together and am filled with enthusiasm when considering the opportunities ahead. 2021 has been a special and memorable year for Technip Energies, as we embarked on a new journey guided by a strong ambition to accelerate the energy transition. Each of our 15,000 employees actively contributed to the successful opening of this new chapter in February of 2021. I am grateful for the creativity, innovation and engagement they have demonstrated every day, joining forces in our collective effort to build a better future, for us and for society as a whole. 2021 was about building a solid platform from which to deliver future growth and continued success.

## Forming

February 16, 2021, marked the beginning of a new chapter in Technip Energies' history with our stock market listing on the Euronext Paris exchange. In ten months, we have launched Technip Energies and positioned our new company as a prominent player in helping our clients move towards their net-zero goals. We are doing so by leveraging our project delivery track record, which contains some of the world's most complex energy infrastructure, and our extensive technology portfolio that supports our ability to conceive, build and integrate solutions at scale.

Our customer engagements throughout the year confirm that the four domains of our energy transition strategy – consisting of LNG, Decarbonization, Sustainable Chemistry and Carbon-free energy solutions - are well aligned with current and future energy market trends.

## Strengthening

Despite the pandemic-related challenges of 2021, we continued to execute well across the portfolio. I would like to highlight our solid financial position that results from growing revenues and strong cash flows. Combined with our successful inaugural senior unsecured notes offering, which was more than three times oversubscribed among a large European investor base, and complemented by a robust balance sheet and capital structure, it positions us well to capitalize on future opportunities.

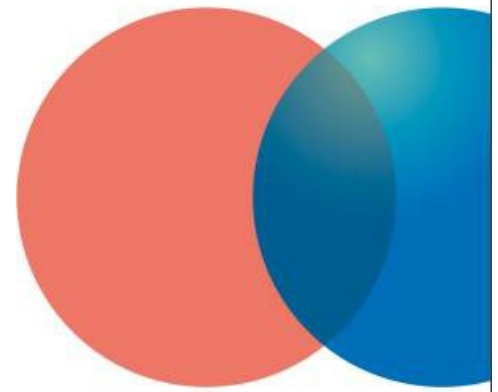
Thanks to the commitment of our teams, our projects achieved key delivery milestones. I cannot mention all of them here, but would like to highlight our Arctic LNG 2 mega-project, where the first modules shipped from China to Russia in record time, and our Coral FLNG project for ENI which has also advanced on schedule and has arrived on location in Mozambique in early January of 2022.

In Technology, Products and Services many key milestones were met and I want to highlight the business building and business growing mindset driving our teams.

We have also made progress on our decarbonization strategy with a major contract win for the Qatar North Field Expansion project, featuring a large carbon capture and sequestration scope, leading to more than 25% reduction of GHG (greenhouse gas) emissions when compared to similar liquified natural gas (“LNG”) facilities. This is a critical step towards our ambition to decarbonize LNG at scale.

We are also stepping up our efforts in Floating Offshore Wind to play an active role in this long-term growth market. To this end, we have created a dedicated business unit, assembled a team of experts and secured proprietary floater technology through Inocean. Beyond the floater, we have implemented a digital by design model, enabling us to operate across the windfarm's lifecycle, to offer performance optimization, predictive performance and maintenance.

This approach illustrates how a far-reaching digital strategy can support the energy transition. Digitalize to decarbonize has become an imperative, powered by accurate, objective, and accessible data-turning Technip Energies into a data-centric organization and business.



## Positioning

At Technip Energies, we believe that our role goes far beyond executing. As an energy transition player, we have a responsibility to constantly innovate. This is driving our business strategy, drawing on a long history of successfully developing and commercializing new technologies, to maximize synergies and expertise. In fact, almost 70% of our current R&D spend is via open innovation or development with partners.

I am a firm believer in collaboration, within and among companies, governments, businesses, investors and citizens, within and across industries. 2021 was an especially rich year for us in this regard. We established several partnerships including with Total Energies to advance low-carbon solutions for LNG and offshore facilities, with Shell on the optimization of its Cansolv CO<sub>2</sub> capture technology, with IBM and Under Armour on plastics recycling and with Carbios, supporting the launch of its endless PET recycling demonstration plants. These partnerships reinforce our position as a partner of choice and will create business opportunities for years to come.

## ESG at the heart of our business and our practices

Also looking to the future, there can be no doubt that Environmental, Social, and Governance (“ESG”) and sustainability are and will remain central priorities. In our determination to be recognized as a reference company in this area, we have defined the issues that matter most to our business, to our Shareholders, to our people, and to all our other stakeholders.

Following an extensive and collaborative materiality assessment, we delivered our ESG roadmap as promised within our first year of existence and laid out our ambitions, for both the near-term and the longer-term. This roadmap, which is fully aligned with our Company purpose and corporate values, will

be fully embedded within our culture and integrated within our business strategy and processes. Our Sustainability Report and ESG scorecard further detail our practical actions and measures undertaken, with a high level of transparency that holds us accountable for our progress. In parallel, we also kicked off our program, “Inclusion in Action”, underpinned by four gold standards, designed to nurture our culture of diversity, transparency and collaboration, where everyone is encouraged to grow, create and thrive.

Unfortunately the end of 2021 was saddened by the accidental death of three employees of our BOMESC subcontractor at the yard where Arctic LNG 2 modules are being built in China. This tragedy is a reminder of how critical it is to never compromise on safety and how fragile our otherwise strong performance can be.

## Looking forward with confidence

Overall, we can all be very proud of our collective performance and progress in 2021. The year’s many achievements demonstrate our motivation and strategic momentum to advance the energy transition. Today we are looking towards 2022 with promising growth perspectives, particularly for LNG, carbon capture, hydrogen and sustainable chemistry.

On this solid foundation we will continue to grow Technology, Products and Services and maintain our excellence in Project Delivery. The actions undertaken in 2021 sow the seeds to strengthen our capabilities for the future – extending our reach into a low- to zero-carbon future through technology, innovation and partnerships. We will continue to innovate in our core business while accelerating our other growth engines and significantly increasing our 2022 research and development.

Moreover, as everything starts with our people, we will continue to develop and upskill our internal talents while

continuing recruitment to enrich our expertise for the opportunities and challenges ahead.

I would like to thank our teams for their commitment, resilience and drive throughout our first year as Technip Energies. I am impressed and humbled by the positive energy and attitude they bring to our transformation.

I also wish to express our solidarity with those suffering as a result of Russia’s invasion of Ukraine. The Company and its employees have taken measures to provide material support to help the Ukrainian people. We are monitoring the situation closely and have taken appropriate measures to safeguard our people and operations. Until further notice, we have decided to suspend working on future business opportunities in Russia and remain confident in the robustness of Technip Energies’ global and diversified business, balance sheet and on our ability to invest and deliver on our strategy.

Finally, I wish to thank our external stakeholders, and in particular our Shareholders, for the confidence you have placed in us. It is an immense privilege to be part of this adventure together.

Thank you. ●

**Arnaud Pieton**



# 1 Presentation of Technip Energies

TECHNIP ENERGIES AT A GLANCE	8	A FOCUS ON CO <sub>2</sub>	20
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# ● Technip Energies at a glance

## About Technip Energies

Technip Energies is a leading engineering & technology (“E&T”) company for the energy transition, with leadership positions in Liquefied Natural Gas (“LNG”), hydrogen and ethylene as well as growing market positions in blue and green hydrogen, sustainable chemistry and CO<sub>2</sub> management. We benefit from our robust project delivery model supported by an extensive technology, products and services offering.



Operating in 34 countries, our 15,000 people are fully committed to bringing our clients’ innovative projects to life, breaking boundaries to accelerate the energy transition for a better tomorrow.

**We are positioned** to play a critical role in assisting our clients reach their net-zero targets as they reconcile rising global demand for energy, increasingly stringent environmental and climate targets, rising social and political pressures and the need for affordable and reliable energy supply. We offer solutions to meet these challenges through our emerging clean energy technologies, our array of tools to lower traditional industries emissions, and our decarbonizing solutions for the global energy chain, all of which allow our clients to diversify their offerings without diluting company returns.

**Energy transition** is our business for which we deploy our core capabilities to meet today’s and tomorrow’s energy challenges, whether in LNG (onshore and offshore liquefaction), in Sustainable Chemistry (biofuels, chemicals, circular economy), for Decarbonization (energy efficiency, blue hydrogen, carbon capture, utilization and storage (“CCUS”)) or for Carbon-free energy solutions (green hydrogen, offshore wind, nuclear).

We have key capabilities which are deployed throughout the energy landscape. We are present in conventional energy chains (oil and natural gas) as well as growing energy chains (CO<sub>2</sub>, hydrogen, biomass and floating offshore wind) and we are already positioned in electricity, which is the energy chain of the future. We deliver energy infrastructure and molecule transformation for key energy end use markets which include power, heating, agriculture, finished products (e.g., energy derived manufactured goods such as glass or plastics) as well as transportation fuel (such as diesel, kerosene and hydrogen).

## We have

a full range of design and project development services to our clients spanning across the entire downstream value chain, from early engagement technical consulting through final acceptance testing. We have a track record of more than 60 years in managing large Engineering, Procurement, and Construction (“EPC”) projects.



## We develop

a full range of design and project development services to our customers spanning the entire downstream value chain, from early engagement technical consulting through final acceptance testing. We have a track record of more than 60 years in managing large Engineering, Procurement, and Construction projects.

## We offer

a comprehensive portfolio of technologies, products, projects, and services with capabilities spanning across early studies, technology licensing, proprietary equipment and project management to full engineering and construction. We support gas monetization, ethylene, hydrogen, refining, petrochemicals and polymers, fertilizers and other activities, such as mining and metals, life sciences, floating offshore wind, renewables and nuclear.



## We manage

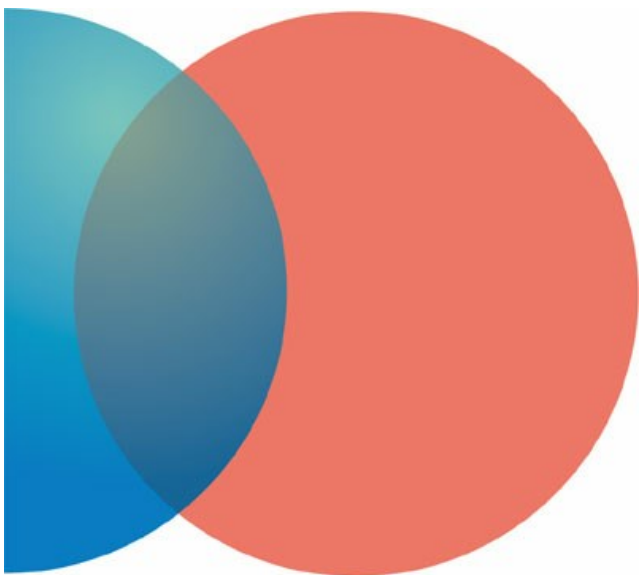
an active research and development (“R&D”) program with a large portion of our R&D deployed to improve the efficiency of process technologies in our current portfolio, including by reducing raw material and energy consumption, capital cost reduction, as well as development of add-on technologies to enhance our offering. The balance of the investment is dedicated to portfolio growth through development of new processes or products such as proprietary equipment and catalysts. 56% of our R&D budget is dedicated to energy transition and growing, with our ESG Roadmap providing that 100% of our R&D spend by 2025 will be allocated to energy transition.

## We partner

with some of the world's most well-known players in oil and gas for technologies, equipment and construction worldwide. Additionally, our Project Management Consulting services leverage our expertise in the management of complex projects to the benefit of our clients.



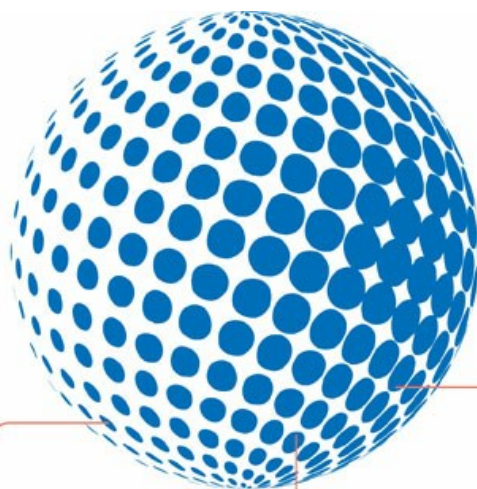
## ● **Breaking boundaries to engineer a sustainable future**



### **Our values:**

- **We actively listen**
- **We are inclusive and collaborative**
- **We strive for excellence**
- **We drive sustainable change**
- **We don't compromise on safety and integrity**





RESEARCH & DEVELOPMENT

**3 R&D Centers**

- Weymouth
- Frankfurt
- Cybernetix

ENGINEERING

**+600**

Offshore technology engineers

**310**

Technical experts with industry leadership

EXPERTISE

**+3,000** Patents

**+25** Leading proprietary technologies

**+45** In-house technologies



**15,000**  
Employees



**108**  
Nationalities

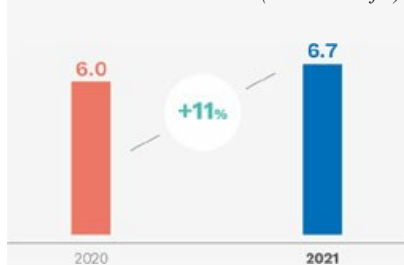


Operating across  
**34** countries

## ● Financial highlights

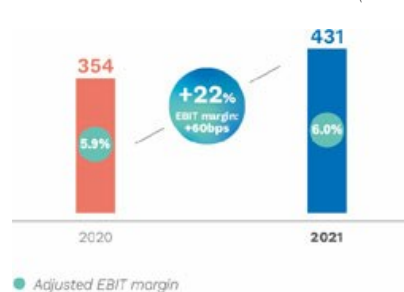
The strength of Technip Energies' operating model including our asset Light approach and our capacity to deliver projects in a challenging environment, as well as our ability to provide strong visibility of future earnings from our backlog and a rich and diversified opportunity set, is demonstrated throughout our first financial results as an independent company.

### ADJUSTED REVENUE (In billions of €)



2021 Adjusted Revenue increased year-on-year by 11% to €6.7 billion buoyed by strong operational execution across the Project Delivery portfolio and significant momentum in Technology, Products & Services. We achieved this thanks to the adaptability and determination of our teams to overcome the challenging external environment relating to the COVID-19 pandemic. The growth of Project Delivery revenues was further supported by the recent growth in backlog with strong business momentum in areas where Technip Energies benefits from differentiated market positioning, including LNG. The double-digit growth of our Technology, Products and Services segment resulted from increased activity in our Loading Systems, Process & Technology and Project Management Consulting activities but more importantly from engineering services for early-phase work in each of our four energy transition domains.

### ADJUSTED RECURRING EBIT (In millions of €)



Adjusted recurring EBIT increased by 22% year-on-year, benefiting from higher revenues and margin expansion to 6.5%, up 60bps versus 2020. Profitability benefited from strong execution on projects heading towards completion phases and growth in higher-margin product lines within Technology, Products & Services, as well as substantially lower corporate costs as the company achieved its SG&A cost reduction target of 20%. Project Delivery profitability had a slight decrease of 20 basis points year-on-year to 6.4% benefiting from good execution on projects in completion phase but not yet capturing the full potential of projects in early stage of execution. This trend also highlights our capacity to weather the challenging backdrop for COVID-19 pandemic, logistics constraints as well as commodities inflation. Technology, Products and Services profitability increased by 110 basis points to 9.2% benefiting from the high value offering of our Process Technology portfolio, our Loading System products and after sales services as well as Project Management Consultancy business.

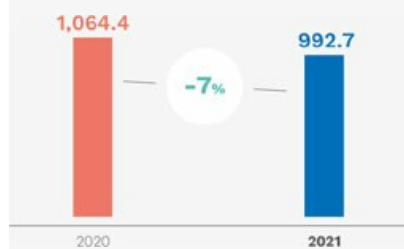
### EFFECTIVE TAX RATE



Effective tax rate is lower year-on-year benefiting from a more favorable mix of earnings.

Financial information is presented under an adjusted IFRS framework, which records Technip Energies' proportionate share of equity affiliates and restates the share related to non-controlling interests, and excludes restructuring expenses, merger and integration costs, and litigation costs (see section 2.6. Operating and financial review).

**ADJUSTED OPERATING CASH FLOW** (In millions of €)



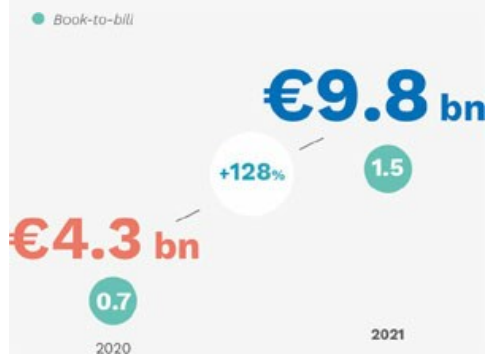
Adjusted Operating cash flow of €992.7 million, benefited from strong operational performance and working capital inflows associated with new project advances and milestone payments. With capital expenditure, net, of €50.0 million, free cash flow was €942.7 million for the full year of 2021. Excluding the positive impact of working capital in 2021, free cash flow was €315.9 million.

**ADJUSTED NET CASH** (In billions of €)



Adjusted net cash at December 31, 2021, was €3.1 billion, benefiting from strong free cash flow throughout 2021. This compares to Adjusted net cash at December 31, 2020, after the impact of the Separation and Distribution Agreement, of €2.2 billion.

**ADJUSTED ORDER INTAKE**



Technip Energies has an extensive and diversified market opportunity set where we can leverage our strengths in natural gas and ethylene, as well as in our emerging market positions in Sustainable Chemistry, carbon capture and Carbon-free energy solutions as the world energy supply pivots to lower carbon intensive sources. Capturing and positioning for these opportunities while remaining intently focused on our selectivity criteria and disciplined bidding principles, Adjusted Order Intake for FY 2021 was €9.8 billion, equating to a book-to-bill of 1.5. Key orders included the major award for the Qatar North Field East, a substantial petrochemical contract awarded by Borouge, a large petrochemical contract with Indian Oil Corporation and two contracts for Neste for development of its Rotterdam Renewables Production Platform. Order intake also benefited from multiple other studies, services contracts and smaller projects. Orders from Russia represented 6% of 2021 total order intake, compared to 8% in 2020.

**ADJUSTED BACKLOG**



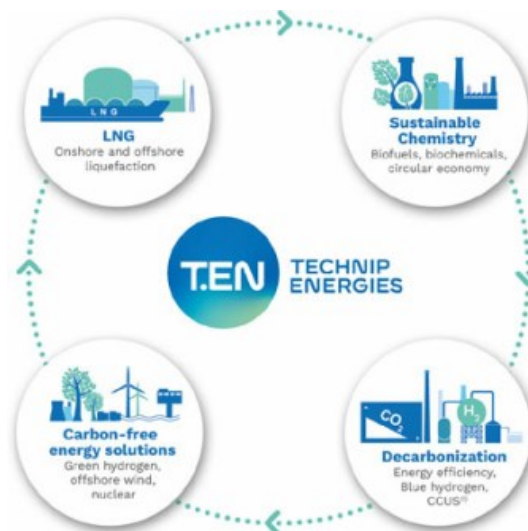
Adjusted Backlog increased by 29%, equivalent to 2.5x 2021 Adjusted Revenue, and benefiting from strong order intake during the year. This provides the Company with strong multi-year visibility. Technip Energies is a global and diversified player with operations carried out in many countries, including Russia. As of December 31, 2021, approximately €3.8 billion or 23% of the Company's backlog relates to Russian projects in execution, which will be impacted by the current crisis. This backlog is scheduled to be executed over the five-year period from 2022 to 2026.

1. Adjusted recurring EBIT: adjusted profit before net financial expense and income taxes adjusted for items considered as non-recurring.  
 2. Net profit attributable to Technip Energies Group.

# ● Energy transition

## Our four domains

Energy transition is our business. We apply our extensive experience, broad process technology portfolio, project management expertise and Engineering, Procurement, and Construction (“EPC”) capabilities to meet tomorrow’s key energy challenges. Our contribution - which is articulated around our four domain framework - will allow us to accelerate the journey to a low-carbon society.



### Domain 1 LNG

Natural gas is a critical transition fuel, reducing CO<sub>2</sub> emissions from power generation by almost 50% compared to coal. It is the only fossil fuel which will increase in use by 2040 as the world transitions to lower carbon energies. Liquid Natural Gas (“LNG”) is the most dynamic sector of the natural gas market as it dominates growth in international trade.

We have delivered more than 20% of the world’s operating LNG capacity, with world scale liquefaction and export terminals, mid-scale LNG (inland, bunkering) and floating LNG. We are acknowledged for our engineering and project management skills, fast delivery and innovative approaches including of modularization and loading transfer solutions. Over the years we have delivered some of the world’s landmark projects:

1. CCUS: Carbon Capture, Utilization and Storage.

#### KEY PROJECTS / REFERENCES

- Qatar NFE
- Energia Costa Azul LNG
- Arctic LNG 2
- Coral South FLNG
- Yamal LNG
- Petronas Satu FLNG
- Prelude FLNG
- Ningxia Hanas LNG
- Yemen LNG
- Qatargas projects

We believe that our LNG total market share exceeds 20% when combining recent awards with total awarded liquefaction capability.

The future of LNG is changing – this critical fuel can also be decarbonized. When considering the LNG supply chain from well-head to gas grid in the consumer country, we estimate that as much as 75% of emissions occur during pre-treatment and liquefaction.



The future LNG infrastructure will be low-carbon, including by resorting to electrification the use of which is growing. To achieve a low-to-zero carbon LNG scenario, expertise will be required from multiple domains including hydrogen, CCUS and renewables – all skills that we possess with the result that Technip Energies is uniquely positioned to help the industry succeed in decarbonizing LNG.

For more information on LNG, please see section 2.2.1.1. LNG.



Domain 2  
**Sustainable Chemistry**



We offer a variety of technologies, processes, and services in biofuels, biochemicals and circular economy markets for the generation of sustainable and recyclable products. In these growing markets, we enable the deployment of new technologies from pilot stage to industrial-scale implementation.

For more information on Sustainable Chemistry, please see section 2.2.2. Sustainable Fuels, Chemical and Circularity.

**Biofuels**

In biofuels we have proven experience in large refinery and biofuels plant execution. With in-house technologies for bioethanol and ethanol to ethylene and access by way of licensing BtG-BtL pyrolysis oil technology, we have delivered some of the world's largest biofuels plants:

KEY PROJECTS / REFERENCES

- **Neste Biofuels** plants based on NexBTL technology, Singapore, and Rotterdam – EPCm services
- **Clariant 2G** bioethanol plant based on Sunliquid technology, Poland – Services to develop licensor process design package
- **TotalEnergies La Mède** biofuels plant based on Axens Vegan technology, France – EPCm services
- **Btgbio** fast pyrolysis bio-oil plants in Sweden and Finland – EPC projects
- **LanzaJet's Freedom Pines Fuel** site using our proprietary Hummingbird technology – License Package and proprietary catalyst supply

Key technologies and relationships include:

- Fast pyrolysis bio-oil (FPBO) technology where we cooperate with btgbio and which converts biomass residue to pyrolysis oil. This bio-oil is easy to store and transport and can be used in different bio-based economy applications, including for heat, power, transportation fuels and in biorefineries;
- Hummingbird (for which we hold 18 patent families) which is our proprietary second generation low-cost process for dehydrating ethanol to ethylene; and
- Our proprietary first generation ethanol technology which is suitable for fuel ethanol applications.

**Biochemicals**

We have access to a complete technology portfolio (whether proprietary or from third parties) in our technology centers, with dedicated experts worldwide, and have the ability to develop processes and projects from even very preliminary concepts. Our skills cover the full bio-sourced value chain, including fermentation processes.

KEY PROJECTS / REFERENCES

- **Poly**lactic Acid (PLA) technology integration and licensing (PLAnet® association with Futerro & Sulzer) – Exclusive one-stop shop technology from sugar to biopolymer
- **Meghmani epichlorohydrin (ECH) plant, India** – Epicerol® technology services and licensing
- **PBAT/PBS biodegradable polymer plants, China, Taiwan, Korea, Vietnam** – Proprietary technology services, equipment sales and licensing
- **UPM biochemical plant, Germany** – Services from process consolidation to detailed engineering

Key technologies and relationships include:

- Epicerol® (for which we hold 36 patents) is our proprietary technology for the production of epichlorohydrin (ECH) from glycerin. The technology uses proprietary enzymes to recycle waste PET (polyethylene terephthalate) plastics into monomers ready for repolymerization into PET with the same technical and physical properties as virgin PET;

- Biodegradable polybutylene adipate terephthalate (PBAT) and polybutylene succinate (PBS) polymers (where we hold patents in three families). Polymers are used in applications such as films or foils; and
- PLAnet™ which is a partnership to promote the production of sustainable plastics made of PolyLactic Acid (PLA) combining Futerro's proprietary technology for the production of lactic acid and raw lactide from sugar or from biomass, Sulzer's process for the purification of lactide and its polymerization to obtain PLA and our technology integrator capacities.





### Circular economy

As one of the world’s major providers of proprietary technologies and services in the field of plastics producing plants, ranging from polyesters, polyamides to polyolefins, we are now using our expertise to provide plastic recycling solutions.

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#### KEY PROJECTS / REFERENCES

- **Carbios PET demonstration plant, France** – EPCm service
- **Pyrolysis-based chemical recycling plants** – Feasibility studies, engineering studies, due diligence studies
- **INEOS Infinia technology to recycle PET plastic waste** – Alliance Engineering Contractor for Front End Loading services
- **Cooperation agreements** to support commercialization of Synova’s and Recenzo’s pyrolysis technologies
- **Introduction of T.EN pyrolysis gas and pyrolysis oil purification technologies** – pure.rGas and pure.rOil
- **Polystyrene recycling solution in cooperation with Agilyx** – Licensing and collaboration agreement for polystyrene recycling into styrene monomers

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#### Key technologies and relationships include:

- an agreement with Agilyx to accelerate the implementation of Agilyx’s advanced recycling of post-use polystyrene technology pursuant to which we will market and license Agilyx depolymerization and Technip Energies purification technologies;
- our proprietary processes to purify pyrolysis products via our pure. rOil and pure.rGas technologies. These technologies, combined with ongoing cooperation with companies owning pyrolysis technology, allow us to supply comprehensive solutions from plastic waste to purified feedstock to re-produce plastics. In France, we have filed two patents related to this technology with an international application to follow and are working on an additional patent application.



### Domain 3 Decarbonization

Decarbonization includes energy efficiency, implementing carbon capture solutions and the production of “blue hydrogen” generated by reforming natural gas associated with carbon capture and storage technologies. For more information on Decarbonization, please see sections 1.2.2. A focus on Hydrogen, 1.2.3. A focus on CO<sub>2</sub>, 2.2.1.2. Low-carbon LNG and 2.2.1.4. Low-carbon hydrogen and associated derivatives.

#### Energy efficiency

Energy efficiency involves continuous improvements in process technologies and plant designs as well as increasing the efficiency of our clients’ facilities, thereby reducing CO<sub>2</sub> and other emissions. Our solutions cover ethylene, hydrogen, petrochemical, and other refining processes to which we deploy proprietary technologies (EARTH<sup>®</sup>, Direct Heating Unit, Low Emission CO<sub>2</sub> Cracking Furnace). A recent example of innovation relates to the LSV<sup>®</sup> burner developed by Air Products as to which Technip Energies successfully demonstrated use for the purpose of avoiding direct CO- emissions by substituting 100% hydrogen for methane or other fuel gases.

#### Carbon Capture Utilization and Storage

With proven experience in CO<sub>2</sub> and sulfur components technologies, we are delivering Carbon Capture Utilization and Storage (“CCUS”) solutions and developing the next generation of CCUS technologies through innovative design and technologies to reduce CO<sub>2</sub> emissions. We have the ability to call on our technology centers worldwide and have entered into partnerships with leading industry players, including Shell for its Cansolv technology, and Svante for its solid sorbent carbon capture technology. We help define technical and economical carbon management strategies, while accounting for individual client needs and specifications.

**“We help define technical and economical carbon management strategies, while accounting for individual client needs.”**

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#### KEY PROJECTS / REFERENCES

- **50+ installations delivered** – Technologies for removal of carbon dioxide and sulfur components/ CO<sub>2</sub> compression and conditioning station
- **HURL Syngas CO<sub>2</sub> purification for urea plant, India** – EPC Project
- **Peterhead CCS project** – FEED Studies, Scotland
- **FOV CCS Oslo project** – FEED Studies, Norway
- **Drax Project – Pre-FEED design, UK**
- **Bp NZT FEED Project** – Leading to EPC bid, UK
- **FEED with ADNOC** for its Ghasha mega project including carbon capture integration
- **Qatar NFE LNG**, includes capture and sequestration for 2.5 million tons per annum of CO<sub>2</sub>

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#### Blue hydrogen

Low-carbon hydrogen, also referred to as “blue hydrogen” with substantially reduced CO<sub>2</sub> emissions, is produced through both minimization of primary footprint and deliberate capture of





Domain 4  
**Carbon-Free  
Energy Solutions**

Technip Energies is expanding its technologies and processes portfolio to carbon-free energy chains including “green hydrogen” produced from renewable energy. Carbon-free solutions pose many technical and commercial challenges, requiring the integration of multiple technologies. We apply our solutions and a portfolio of technologies to unlock carbon-free energy chains in green hydrogen, offshore wind and nuclear. For more information on our Carbonfree energy solutions, see section 2.2.3. Carbon-free solutions.

co-produced CO<sub>2</sub> and will play a role in the energy transition as an immediate and affordable step to reduce CO<sub>2</sub> emissions.

Technip Energies has developed recuperative reforming technologies such as the Technip Energies Parallel Reformer<sup>®</sup>, and the Enhanced Annular Reforming Tube for Hydrogen “EARTH<sup>®</sup>”, which are designed to optimize high grade heat utilization (energy efficiency) and reduce primary CO<sub>2</sub> footprint by up to 20%. Our in-house combustion and burner technology, the ultra-low NOx advanced Large Scale Vortex “LSV<sup>®</sup>” burner, was recently successfully tested with 100% hydrogen firing. In May 2021, we launched BlueH2 by T.ENTM, our full suite of deeply decarbonized and cost-competitive solutions for hydrogen production. This suite of solutions comprises flight-proven proprietary technologies and reduces carbon emissions by up to 99% compared with traditional hydrogen. Its flexibility allows BlueH2 to be tailored to individual applications.

KEY PROJECTS / REFERENCES

- 270+ plants using reformer technology worldwide
- Several of the world’s largest single train hydrogen/syngas applications
- Reference fleet rapidly evolving to address the mandate of raising efficiency and reducing carbon emissions
- 50+ references of CO<sub>2</sub> capture in hydrogen plants
- 30 hydrogen plants with deep CO shift
- 14 hydrogen plants with recuperative reforming technologies

For more information on blue hydrogen, please see section 1.2.2 A focus on hydrogen and paragraph 2.2.1.4. Low-carbon hydrogen and associated derivatives.

**Green hydrogen**

Green hydrogen is associated with the “Hydrogen Economy”, a scenario where hydrogen is widely used as a carbon-free energy carrier and an alternative to fossil fuels. We provide designed to scale modular and affordable hydrogen solutions to medium and largescale industrial clients, whether for refining, petrochemicals, power generation, steel manufacturing or ammonia production. We integrate renewable energy production (solar, wind) and energy management systems in our green hydrogen solutions.

KEY PROJECTS / REFERENCES

- More than 20 green hydrogen and green ammonia studies and front end engineering design works/packages either completed or ongoing.
- HDF Sara Cleargen – Integration and demonstration of Large Stationary Fuel Cell Systems
- 19 plants integrating electrolysis (mainly chlorination)

For more information on green hydrogen, please see section 1.2.2. A focus on hydrogen and section 2.2.3.2. Green hydrogen.

**Floating Offshore Wind**

We are a pioneer in floating offshore wind and are applying our expertise to full-scale marine energy projects by offering innovative solutions to accompany clients transitioning into the carbon-free energy market. We are working to improve the economics of floating offshore wind which may well become a key component to achieve net-zero emissions.

KEY PROJECTS / REFERENCES

- **Havsul Windfarm for Vestavind**, Norway – Concept and basic design
- **Iles d’Yeu & Dieppe-Le Treport** for Engie/EDPR, France – Feasibility study
- **HVDC/AC platforms** – PMC
- **HYWIND floating Offshore Wind platforms** for Equinor, Norway
- **Mistral Vertiwind & Inflow** in association with EDF Renewables and Nénuphar Development, detailed design & testing of a prototype of the first vertical axis offshore floating wind turbine

**Nuclear, life sciences, mining & metals**

Nuclear is a transition energy to low-carbon energy systems. We are present throughout the nuclear industry value chain, which includes mining, chemistry, conversion, reprocessing, underground waste storage and “new build” facilities.

KEY PROJECTS / REFERENCES

- **Cigeo project**, design contractor for the Industrial Center for Geological Disposal, a deep geological disposal facility for radioactive waste.
- **Somair, Trekkopje and Imouraren projects**, Africa PFS to EPCM for open pit mine, uranium ore treatment plants intended to produce “yellow cake” by heap leaching, associated facilities and infrastructures.

## • A focus on Hydrogen

Hydrogen is the most widely used industrial gas in the refining, chemical and petrochemical industries, and is also expected to become widely used as a clean energy carrier and a decarbonization lever for hard-to-abate sectors in the future.

Carbon neutral hydrogen can be produced either from renewable power and electrolysis (known as “green hydrogen”) or by way of “blue hydrogen”, which is defined as fossil-based hydrogen with a sharply reduced CO2 footprint by resorting to carbon avoidance and capture technologies.



HYDROGEN  
CAN CONTRIBUTE

**20%**

OF THE TOTAL  
ABATEMENT  
NEEDED IN 2050

According to the Hydrogen Council (November 2021) of which Technip Energies is a member

*“Hydrogen has a central role in helping the world reach net-zero emissions by 2050 and limit global warming to 1.5 degrees Celsius. Complementing other decarbonization technologies like renewable power, biofuels, or energy efficiency improvements, clean hydrogen (both renewable and low-carbon) offers the only long-term, scalable, and cost-effective option for deep decarbonization in sectors such as steel, maritime, aviation, and ammonia. From now through 2050, hydrogen can avoid 80 gigatons (GT) of cumulative CO<sub>2</sub> emissions. With annual abatement potential of 7 GT in 2050, hydrogen can contribute 20% of the total abatement needed in 2050.”*

Based on information provided by the Hydrogen Council and the IEA, we estimate that CAPEX for both blue and green hydrogen production will scale up by approximately €90 billion over the next decade and that between 2030 and 2050 investments could amount to US\$2 trillion in the aggregate.

- Political decisions, existing infrastructure and levelized cost of hydrogen (LCOH) will drive the choice between blue and green hydrogen, with blue hydrogen being the most competitive scalable option today and in the medium term.
- Green hydrogen economics are expected to become competitive longer term, with its development being linked to carbon-neutral electricity development through expansion of renewable infrastructure, government funding, with public policy providing the requisite support to accelerate the transition.



## Green Hydrogen

Our market survey indicates that green hydrogen prospects are numerous and spread across the world with operators and developers anticipating the future availability of cheap renewable energy power, the reduction in electrolyzer cost, energy efficiency improvements and the emergence of new hydrogen markets. We estimate that between 2030 and 2050 green hydrogen production will increase by circa 15% per year.

We foresee significant development in offshore hydrogen which combines offshore wind and hydrogen transformation. We are actively looking into this emerging market which integrates electricity and hydrogen production and requires the ability to design offshore to onshore field architecture.

## Blue Hydrogen

Blue or low-carbon hydrogen is somewhat arbitrarily defined as hydrogen produced with a minimum 70-90% CO<sub>2</sub> reduction target with an ever-increasing stretch towards 95% or more and is a necessary stop-gap to enable meaningful greenhouse gas reductions during the period needed to significantly expand renewables infrastructure and decarbonize electricity generation systems.

In the medium term, blue, low-carbon, hydrogen projects are viable when the following three criteria are met:

- Availability of affordable or cheap gas;
- Existing pipeline infrastructure; and
- CO<sub>2</sub> sequestration potential (i.e. subsurface reservoirs).

This means that blue hydrogen is likely to be favored in certain geographical areas such as the North Sea, Russia, certain parts of North America, the Middle East and Australia and the creation of concentrated hydrogen hubs in these regions appears highly probable. We estimate that between 2030 and 2050 blue hydrogen production will increase by circa 10% per year.

We are currently seeing a very dynamic pipeline of blue hydrogen prospects and projects developing in countries around the North Sea, driven largely by the UK, Norway and the Netherlands and to a certain extent in Australia and North America. In Russia and the Middle East, we see the emphasis more on developing an export industry through blue ammonia in anticipation of potential markets in Europe and East Asia.

This should in turn lead to a blend of future hydrogen projects, i.e.:

- Blue hydrogen where industrial sites have ready access to CCUS outlets;
- Electrolysis where CCUS is not possible and/or renewable energy is cheap and readily available.



## • A focus on CO<sub>2</sub>

The key objective of global decarbonization efforts is to rapidly drive global greenhouse gas (“GHG”) emissions down to net-zero by 2050, the prerequisite for containing the impact of climate change to manageable levels by limiting the global temperature increase to 1.5 degrees Celsius above pre-industrial levels.

Within GHG emissions, the biggest volume by far is attributable to CO<sub>2</sub> while other GHGs such as NO<sub>x</sub> or CH<sub>4</sub> represent significantly lesser volumes (though they have a higher GHG effect at a molecular level). Accordingly, the most visible effort in the fight against climate change today targets decarbonization, with the objective of achieving a rapid reduction in CO<sub>2</sub> emissions globally.

The main driver of global CO emissions is the production and consumption of energy which represented approximately 33 giga tons of the 49.9 giga tons of CO<sub>2</sub> equivalent GHGs emitted in 2020. In 2021 the level continued to rise despite COVID-19’s impact on economic activity, leading to a record CO<sub>2</sub> concentration in the atmosphere of 421 parts per million in April 2021. In order to meet the challenge of limiting global warming to 1.5 degrees Celsius, the current 33 giga tons annual CO<sub>2</sub> emission needs to be driven to a net-zero balance by 2050. Such an ambitious target requires the initiation of all possible CO<sub>2</sub> reduction measures immediately and will require a continuing and strong commitment to CO<sub>2</sub> reduction over the next 30 years. In its net-zero by 2050



IN ORDER TO MEET THE CHALLENGE OF LIMITING GLOBAL WARMING TO

**1.5°c**

THE CURRENT 33 GIGA TONS ANNUAL CO<sub>2</sub> EMISSION NEEDS TO BE DRIVEN TO A NET-ZERO BALANCE BY 2050



BY 2030, THE WORLD WILL NEED TO REDUCE THE ANNUAL CO<sub>2</sub> EMISSIONS FROM THE ENERGY INDUSTRY DOWN TO

**20.2 Gtpa**

report (which was published in May 2021), the International Energy Agency laid out the net-zero by 2050 Scenario which requires a sustained reduction trajectory, achieving a minimum of 12.7 giga tons per annum reduction in annual CO<sub>2</sub> emissions by 2030 to maintain the possibility of meeting the Paris Agreement 1.5 degrees Celsius target by 2100. This means the world will need to initiate all efforts to rapidly reduce the annual CO<sub>2</sub> emissions from the energy industry down to 20.2 giga tons by 2030.

Achieving such a drastic reduction will entail the rapid and at scale deployment of decarbonization technologies to improve energy efficiency, to change the energy mix and to develop Carbon Capture Utilization and Storage (“CCUS”).

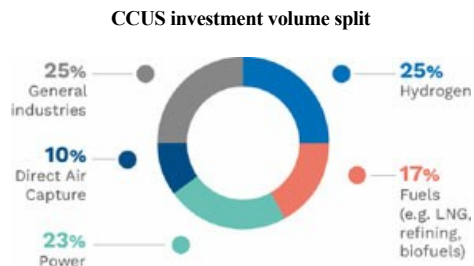
# CCUS

## Carbon Capture Utilization and Storage

is expected to be a prominent lever and is rapidly growing. In its net-zero by 2050 report, the IEA revised the need for CCUS infrastructure to be created over the next ten years to upwards of 1.67 giga tons, doubling it from the figure previously indicated in its October 2020 report. The net-zero by 2050 report estimates the required CCUS capacity to be installed by 2050 to be 5.7 giga tons per annum which entails doubling the installed CCUS capacity every year.

Considering that the 2020 global operating CCUS capacity is 40 million tons per annum only, this will entail a very significant growth in CCUS investments, which in turn represents a key growth market opportunity for Technip Energies over the next ten years. Whether investments in the requisite volume materialize will depend on factors such as improvements in the affordability of CCUS (which improvements will be driven by technology), favorable evolution in the regulatory environment and government support, increasing global commitment to decarbonization and the continued development of CCUS value chains and business models.

Technip Energies' current forecast for CCUS investments is of an addressable market of €17 to €28 billion per year until the 2030s. Based on IEA's NetZero by 2050 report, CCUS investment volume would be split across hydrogen (25%) and fuels (e.g. LNG, refining, biofuels) (17%), power (23%), Direct Air Capture (10%) and general industries (25%).



We observed accelerating client engagement in 2021 during which we were involved in the following projects:

- **OGCI/BP** – Net-Zero Teesside Power, CO<sub>2</sub> Capture and Compression – FEED Competition / UK
- **QP** – NFE LNG Project with CCS Section – EPC / Qatar
- **1Point5 DAC-1 Project** – Calciner FEED + OBE / United States
- **Drax BE-CCS Project** – Pre-FEED / United Kingdom
- **FOV** – CCS Oslo Project Value Engineering & FEED Update / Norway
- **OGCI/BP** – Net-Zero Teesside & east Coast Cluster Concept to Define Stages / UK
- **BP** – Tangguh Expansion Ph2 – Offshore CCS/ EGR – Pre-FEED / Indonesia
- **ADNOC** – Hail & Gahsa Mega Project with Carbon Capture Integration – FEED / UAE
- **SIBUR** – Tobolsk Ethylene Plant Carbon Capture Unit – Pre-FEED / Russia
- **SANTOS** – Darwin LNG CCS Facility Concept Select and Asses / Australia
- **PTTEP** – CO<sub>2</sub> to Methanol Pilot Project – PreFS / Thailand
- **Saudi Aramco** – Decarbonization Master Plan / Saudi Arabia

## ● Key events

### The Spin-off

2021 is the year we became a standalone Group.



Our journey started on August 26, 2019, when TechnipFMC announced that the TechnipFMC Board of Directors had unanimously authorized the preparation to separate Technip Energies' businesses from TechnipFMC (the "Spin-off").



#### March 15, 2020

- TechnipFMC announced that the market environment resulting from the COVID-19 pandemic was not conducive to completing the Spin-off during the first half of 2020.

#### January 7, 2021

- TechnipFMC announced the resumption of activities towards the Spin-off.

#### February 15, 2021

- TechnipFMC announced the completion of the Spin-off by way of a special dividend of 50.1% of the Technip Energies N.V. shares (the "Shares"), held by TechnipFMC to the shareholders of TechnipFMC, with TechnipFMC retaining 49.9% of Technip Energies' shares. Technip Energies shares started trading on the following day on

Euronext Paris. Over-the-Counter trading in Technip Energies American Depository Receipts started on February 23, 2021.

The Spin-off has allowed us to focus on our strengths, build our strategy and business model whilst providing improved flexibility to pursue growth opportunities with increased focus on energy transition technologies and partnerships.

We entered this next phase of growth with a very strong balance sheet and a tailored capital structure. As an independent company, we have gained the flexibility to adopt a capital allocation policy optimally suited for our business profile and market positioning.

We are able to focus on our core competencies, engineering design and execution for large industrial facilities, which generally have longer investment cycles, and the potential for higher return on invested capital due to the low capital intensity of our businesses.

The Spin-off has also enhanced our ability to attract and retain qualified management and talent by making Technip Energies a more attractive platform for executives and employees with specialized downstream engineering and project execution expertise and experience. Additionally, the Spin-off has allowed us to more clearly align management compensation with the performance of each of our separate businesses.

One year on, the rationale for the Spin-off has been upheld by our many developments and achievements – we are applying our collective energies to meet tomorrow's key energy challenges.

### A diversified Shareholder structure

Prior to completion of the Spin-off, Technip Energies was fully owned by TechnipFMC.

#### February 15, 2021

- TechnipFMC distributed to TechnipFMC shareholders 50.1% of the Technip Energies Shares that were issued and outstanding immediately after completion of the distribution. While initially retaining a 49.9% interest in Technip Energies, TechnipFMC indicated at the time its intent was to significantly reduce its shareholding in Technip Energies over the 18 months following the Spin-off.

TechnipFMC has been able to significantly reduce its stake in Technip Energies over the course of 2021 and into 2022, with many other shareholders having strengthened their initial stake or taken significant first positions, ensuring a diversified shareholder base with anchor shareholders for the years to come.

#### March 31, 2021

- Bpifrance announced that it would invest \$100 million in Technip Energies strengthening its then current stake to approximately 7% of Technip Energies' share capital, reinforcing Bpifrance's commitment to being a long-term reference Shareholder and supporting our energy transition focused strategy.

#### April 26, 2021

- TechnipFMC announced that it would be selling a stake in Technip Energies through a private placement by way of an accelerated book building process thereby further reducing its stake in the Company to approximately 31%. On the same date, Technip Energies announced that it has agreed to acquire €20 million equivalent of its own ordinary shares from TechnipFMC, concurrently with

TechnipFMC’s announced sell-down, at a price per share equal to the price set in the accelerated book building process.

**July 29, 2021**

- TechnipFMC announced the further sale of 16 million Technip Energies shares representing approximately 9% of Technip Energies’ issued and outstanding share capital through an accelerated bookbuilding offering. Upon completion of the transaction, TechnipFMC retained a direct stake of approximately 22% of Technip Energies’ issued and outstanding share capital.

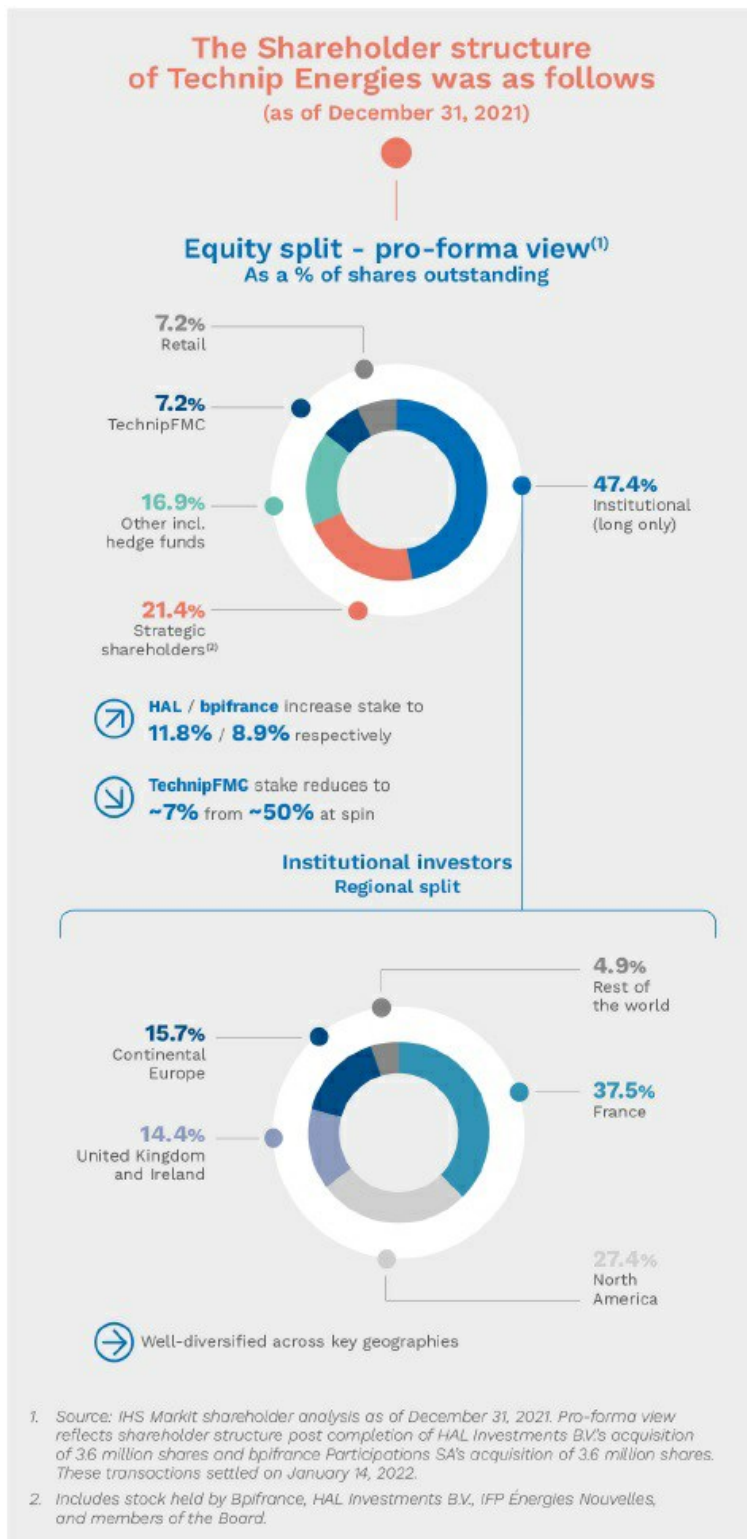
**September 3, 2021**

- TechnipFMC announced the sale of 17.6 million Technip Energies N.V. shares through a private sale transaction with HAL Investments B.V, the Dutch investment subsidiary of HAL Holding, N.V. Upon completion of the sale, TechnipFMC retained a direct stake of approximately 12.3% of our share capital.



**January 11, 2022**

- we announced that we would be acquiring 1.8 million of our own ordinary shares from TechnipFMC. This was part of TechnipFMC’s announced further sell-down of its stake in Technip Energies, through a private sale transaction which also included Bpifrance and HAL Investments B.V each agreeing to purchase 3.6 million of Technip Energies’ Shares from TechnipFMC.



# 2021 by month



## February

### February 9, 2021

CTJV, a joint venture between Chiyoda Corporation and Technip Energies, was awarded a major<sup>(1)</sup> Engineering, Procurement, Construction and Commissioning contract by Qatar Energy (formerly Qatar Petroleum) for the onshore facilities of the North Field East Project. See section 2.3.2. Main Project Delivery projects under execution in 2021.

February 16, 2022  
The Spin-off from TechnipFMC was completed.

1. A "major" award for Technip Energies is a contract over €1.0 billion.

### March 25, 2021

Technip Energies and NIPIGAS, a Russian leader in engineering, procurement and construction management, announced the creation of NOVA ENERGIES, a joint venture to drive the energy transition journey in Russia. The new joint venture will provide a wide range of expertise, including Engineering and Design, Project Documentation and CAPEX estimates as well as Engineering, Procurement, Construction, Installation, and Commissioning for CO<sub>2</sub> removal, carbon capture, clean hydrogen production, bio energies, bio refineries, bio chemistry, ammonia, as well as other energy transition related themes.

## March



## April

### April 7, 2021

Technip Energies was awarded a significant<sup>(1)</sup> Engineering, Procurement, Construction and Commissioning ("EPCC") contract by Indian Oil Corporation Limited for its BR9 Expansion Project in Barauni, Bihar, in the Eastern part of India. This EPCC contract covers the installation of a new Once-through Hydrocracker Unit of 1 million metric tons per annum capacity, a Fuel Gas Treatment Unit and the associated facilities. The OHCU, in combination with downstream refinery units, will enable production of BS VI Grade fuels - similar to Euro VI Grade fuels - and petrochemicals.

1. A "significant" award for Technip Energies is a contract representing between €50 million and €250 million.





●  
**May**

**May 6, 2021**

Technip Energies announced the launch of BlueH2 by TEN™, its full suite of deeply-decarbonized and affordable solutions for hydrogen production. Technip Energies' BlueH2 by TEN™ solutions offer many advantages, including:

- Up to a 99% reduction in the carbon footprint compared to the traditional hydrogen process - from ~10 down to 0.1 kilogram CO<sub>2</sub> per kilogram H<sub>2</sub>, while maintaining flexibility to be tailored to each individual application;
- Maximum hydrogen yield, minimum energy demand (fuel + power), and highly-efficient carbon avoidance and carbon capture utilization and storage techniques, to arrive at the lowest cost of (blue) hydrogen "LCOH";
- Comprised of "flight proven", company-developed and owned technologies and equipment, available to customers today;
- Optional integration of highly efficient, low-carbon cogeneration of power.

**May 10, 2021**

Technip Energies was awarded a large<sup>(1)</sup> Engineering, Procurement, Construction and Commissioning contract by Indian Oil Corporation Limited for its Para Xylene and Purified Terephthalic Acid ("PTA") complex project at Paradip, Orissa, on the East Coast of India. This EPCC contract covers the delivery of a new 1.2 million tons per annum PTA plant and associated facilities. PTA is a major raw material used to manufacture polyester fibers, PET bottles and polyester film used in packaging applications.

**May 20, 2021**

Technip Energies N.V. announced it had priced its inaugural offering of €600 million aggregate principal amount of 1.125% senior unsecured notes due 2028 (the "Notes").

The offering was more than 3x oversubscribed among a large European investor base. Technip Energies used the net proceeds from the offering of the Notes for general corporate purposes, including the refinancing of the €650 million bridge facility made available to Technip Energies in connection with the Spin-off of Technip Energies from TechnipFMC plc.

**May 25, 2021**

Technip Energy was awarded two contracts<sup>(1)</sup> by Neste for work on the development of their renewables production platform in Rotterdam, the Netherlands, as part of the existing Partnership Agreement between Neste and Technip Energies. The first contract covers Engineering, Procurement services and Construction management for the modification of Neste's existing renewables production refinery in Rotterdam, the Netherlands, to enable production of Sustainable

Aviation Fuel (SAF). The modifications to the refinery, an investment of approximately EUR 190 million, will enable Neste to optionally produce up to 500,000 tons of SAF per annum as part of the existing capacity.

The second contract covers the Front-End Engineering and Design for Neste's possible next world scale renewable products refinery in Rotterdam. The production process is based on Neste's proprietary NEXBTL state-of-the-art technology, which allows the conversion of waste and residue feedstock into renewable products like renewable diesel, sustainable aviation fuel and renewable solutions for the polymers and chemical industry.

**May 27, 2021**

Technip Energies through its wholly-owned subsidiary in the UK (Technip E&C Limited) was awarded a significant contract for Project Engineering and Management Services by Kuwait Integrated Petroleum Industries Company ("KIPIC") for various projects in southern Kuwait. The contract is for six years duration and covers Project Engineering and Management Services for various potential projects in the Al-Zour complex, including the Al-Zour Refinery, Petrochemical Complex, LNG Import Facilities and other facilities belonging to KIPIC.

1. A "large" award for Technip Energies is a contract representing between €250 million and €500 million of revenue.
2. The sum of these two contracts was worth between €50 million and €250 million.

**July 9, 2021**

Technip Energies announced the implementation of a liquidity agreement with Kepler Cheuvreux to enhance the liquidity of Technip Energies' shares admitted to trading on Euronext Paris.

**July 21, 2021**

TotalEnergies and Technip Energies signed a Technical Cooperation Agreement to jointly develop low-carbon solutions for LNG production and offshore facilities to accelerate the energy transition. As part of this agreement, both parties will explore new concepts and technologies, in order to reduce carbon footprint of existing facilities and greenfield projects in key areas, such as: LNG production, cryogeny, production and use of hydrogen for power generation, or processes for carbon capture, utilization and storage. The qualification of new architectures and equipment that will be developed in these areas is also part of the agreement.

**July**



**September**

September 22, 2021

Technip Energies and National Petroleum Construction Company (“NPCC”), a subsidiary of National Marine Dredging company, signed a Memorandum of Understanding to advance energy transition in the United Arab Emirates and other countries in the MENA region. The aim of this agreement is to explore and capitalize on this evolving opportunity and to provide added value services. Technip Energies and NPCC will create a Joint Venture (JV) to drive the energy transition journey.

**October 14, 2021**

Technip Energies announced that it had been awarded an Engineering, Procurement, Construction and Commissioning (EPCC) contract by NTPC for its Proton Exchange Membrane (“PEM”) Based Hydrogen Generation Plant project at Vindhychal, Madhya Pradesh, India. The EPCC contract covers the delivery of a 5 MW Hydrogen Generation Plant using PEM Electrolysis technology at a Super Thermal Power Station. This project is suited for a large scale green hydrogen production facility as power to Electrolyzer can be replaced with renewable electricity in the future.

**October 19, 2021**

Technip Energies and TÜV Rheinland signed a strategic alliance to offer Project Management Consulting Services to clients in the infrastructure, energy, chemicals and mining & metals industries. The 5-year alliance will leverage the two companies' strengths as world class players in their respective industries and grow the footprint of both parties to better serve clients globally. This alliance will enable both parties to expand their Project Management Consultancy as well as project controls and supervision capabilities into new market opportunities to create high-value services for clients.

**October**



**November 15, 2021**

Technip Energies and Petronas announced that they had signed a Heads of Agreement establishing a strategic collaboration framework for the further development and commercialization of carbon capture technologies. These include Petronas’ Rotating Pack Bed assisted cryogenic CO<sub>2</sub> recovery technology (CryoMin), and membrane based CO<sub>2</sub> recovery technology (PN2).

**November 22, 2021**

Technip Energies and Svante announced that they had entered into a memorandum of understanding to further develop Svante’s solid sorbent carbon capture technology and provide integrated solutions from concept to project delivery. The partnership will explore opportunities in Europe, Middle-East and Africa and Russian Federation markets where Svante’s technology would be selected by end Clients for industrial carbon capture projects.



**December 8, 2021**

Technip Energies announced it had been awarded a contract by the Abu Dhabi National Oil Company to update the Front-End Engineering Design (FEED) for the Ghasha mega project including accelerating the integration of carbon capture into the development.

**December 15, 2021**

Technip Energies announced that, as leader of a consortium with GE Gas Power, it has been selected by BP, on behalf of its partners, to perform a FEED study for the Net-Zero Teesside Power project and the Northern Endurance Partnership’s carbon compression infrastructure in Teesside, UK. Located in the UK’s Teesside region, the Net-Zero Teesside project comprises industrial, power and hydrogen businesses which aim to decarbonize their operations and become UK’s first decarbonized cluster.

**November**



**December**

**December 6, 2021**

Technip Energies announced that it had been awarded a substantial<sup>(1)</sup> Engineering, Procurement, and Construction (EPC) contract in consortium with TARGET Engineering by Abu Dhabi Polymers co. Ltd. (Borouge), a joint-venture between ADNOC and Borealis, for the construction of a new Ethane Cracker Unit, to be integrated in the Borouge 4 petrochemical complex in Ruwais, UAE. This EPC contract covers the delivery of a new Ethane Cracker Unit, in excess of 1.5 million tons per annum, based on proprietary Technip Energies technology.

1. A “substantial” award for Technip Energies is a contract representing between €500 million and €1 billion.

**2022**

## • Our Purpose

It is evident that the 21st century challenges us to acknowledge the changes upon us, the industry and the world at large. While change can be unsettling, it is real and necessary, demanding our undivided attention to ever-growing concerns for climate change, inequality and dwindling natural resources across the world.

These interconnected, complex issues must be addressed together by a singular, inclusive and all-encompassing community with a shared sense of responsibility to build a better tomorrow.

It is this fluid perspective of global challenges that leads us to rethink continuously how we choose to focus on the positive and embrace new opportunities that come with changes. At Technip Energies, we believe in leading the collaborative effort that our industry and the world needs – both today and tomorrow – for the impactful changes required to create a sustainable future for all.

Since the inception of Technip Energies in 1958, we have taken pride to engineer the future while consistently expanding our capabilities in engineering, technologies, project management, products and services from concept-to-delivery of energy infrastructures. We responded to client requirements to fulfill the growing energy demand and, concurrently, to realize the promise of shared human

progress. Our pioneering spirit is demonstrated by our iconic history which includes delivery of many world firsts and executing projects to our clients' satisfaction while continually raising the bar for quality, safety and integrity. We remain firmly committed to our mission of designing and delivering added-value energy solutions as we transition to a lower-carbon world.

Inspired by this spirit, we are accelerating energy transitions through new renewable energy solutions. With decades of expertise and nurturing talents for the future, we are constantly pushing our limits to innovate and expand our offerings. With notable references already in floating wind, hydrogen and biofuels facilities, we are actively positioning and securing work in the high growth markets that constitute our energy transition domains – low-carbon LNG, Decarbonization, Sustainable Chemistry and Carbon-free energy solutions.

It is in this context that we have introduced our Purpose.

Breaking boundaries *together*  
to engineer a sustainable future



Our Purpose statement captures the essence of our DNA. Our Purpose statement captures the essence of our DNA. It also broadens the horizon to realize the potential of our 15,000 talented professionals across the world to kick off an ambitious and transformative journey in pursuit of sustainable change for our clients, our people, our communities and our planet.

Our journey of excellence combines our proud heritage with the demands and dynamics of the present and future. We will break the boundaries of possibilities by incubating, developing and scaling new technologies, collaborating with partners, developing breakthrough projects, implementing new ways of working, accelerating our digital transformation and integrating best-in-class Environmental, Social, and Governance (ESG) practices into our business. We are committed to making this journey together to translate the priorities of today into tangible actions for a better tomorrow.

**Technip Energies.**  
**Where energies make tomorrow.**

## ● Our Values



When Technip Energies was launched in February 2021 as a Spin-off of TechnipFMC, we could have decided to apply legacy values of the historical companies. Instead, as a new company, our leadership team decided to reflect on the company DNA and to involve our stakeholders, starting with our employees, to define strong and aspirational values to express who we are and how we conduct business at Technip Energies.

An Advisory Council, led by the Communications department, was set up with 12 employees from various functions, nationalities and levels of responsibility. Their role was to act as sounding board for the entire project and to provide guidance at each key step of the process. Insight was gathered at all levels of Technip Energies; from the values section of our ESG survey which received feedback from 5,800 employees; from regional workshops involving 70 employees from a mix of activities and countries; as well as from indepth interviews with 13 company leaders. Executive Committee members were actively involved in the project and participated in several meetings and workshops. Reflecting on our values was an opportunity for the Executive Committee to define the company culture that would best support the transformation objectives and strategy of the Company.

This collective work has produced a set of five Values, which were revealed March 3, 2022.

### Technip Energies' values are:



The use of “we” emphasizes the importance for us of working together and of collaboration and highlight human energies in action in our Company. Indeed, Technip Energies is a people company and our performance and success rely largely on the actions, team spirit and commitment of everyone involved.

Our Values are purposefully action-oriented because we want them to be fully embedded in the way we behave, in the way we run our business and manage our projects.

Looking ahead, we will ensure that our Values are embedded in the Company’s management and leadership style, as well as in the way employees are recruited, assessed, and work together.

Finally, with the exception of safety and integrity, all our Values are all expressed in a positive way. Safety and integrity are “must-have” behaviors for our 15,000 employees, with no concession or compromise, under any circumstance.

The role of our Company Values is to translate the culture of the Company into actions. They are a driving force behind our global, collective sense of identity and a key part of our brand. These Values frame the way Technip Energies wants to do business, to inspire employees and to deliver the best experience to clients.

Our Values underpin value creation (please refer to section 2.1. Long-term value creation). Please also refer to chapter 3 where we describe how our Values support our sustainability journey and to chapter 6. Remuneration.

## ● Forward-looking statements

This Annual Report contains forward-looking statements that reflect the Company’s intentions, beliefs or current expectations and projections about the Company’s future results of operations, financial condition, liquidity, performance, prospects, anticipated growth, strategies and opportunities and the markets in which the Company operates.

Forward-looking statements usually relate to future events and anticipated revenues, earnings, cash flows or other aspects of Technip Energies’ operations or operating results. Forward-looking statements are often identified by the words “believe”, “expect”, “anticipate”, “plan”, “intend”, “foresee”, “should”, “would”, “could”, “may”, “estimate”, “outlook”, and similar expressions, including the negative thereof. The absence of these words, however, does not mean that the statements are not forward-looking. These forward-looking statements are based on the Company’s current expectations, beliefs and assumptions concerning future developments and business conditions and their potential effect on the Company. While the Company believes that these forward-looking statements are reasonable as and when made, there can be no assurance that future developments affecting Technip Energies will be those that the Company anticipates.

All of the Company’s forward-looking statements involve risks and uncertainties (some of which are significant or beyond the Company’s control) and assumptions that could cause actual results to differ materially from Technip Energies’ historical experience and Technip Energies’ present expectations or projections.

Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those set forth in the forward-looking statements.

Some of these factors are discussed in this Annual Report in chapter 4. Risk and Risk Management, in sections 3.2.2. ESG Risk Management and 2.6. Operating and financial review where the Company’s material risks are discussed. This chapter and these sections provide a discussion of the factors that could affect the Company’s future performance and the markets in which the Company operates. In light of the possible changes to the Company’s beliefs, assumptions and expectations, the forward-looking events described in this Annual Report may not occur. Additional risks currently not known to the Company or that the Company has not considered material as of the date of this Annual Report could also cause the forward-looking events discussed in this Annual Report not to occur. Forward-looking statements involve inherent risks and uncertainties and speak only as of the date they are made. The Company undertakes no duty to and will not necessarily update any of the forward-looking statements in light of new information or future events, except to the extent required by applicable law.

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 should

# 2 Value creation, businesses and financial performance

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Energy transition, which is now at the heart of Technip Energies' strategy, aims to break the current correlation between increased energy demand and increased greenhouse gases emissions. A gradual substitution of fossil fuels by renewable energy and biomass is taking place and we are shifting our business model to decarbonization and carbon-free solutions with carbon reduction of existing assets and the creation of new assets that are less carbon intensive or even carbon-free. See sections 2.2.1. Gas & Low Carbon Energies, 2.2.2. Sustainable Fuels, Chemical and Circularity, and 2.2.3. Carbon-free solutions.

## 2.1. LONG-TERM VALUE CREATION

Consistent with our newly defined purpose "Breaking boundaries together to engineer a better future", our ambition for Technip Energies is to be the reference investment platform for the energy transition.

We have the prerequisite skills, business attributes and strategic drive to play a central role in enabling many industries reach their net-zero targets as they reconcile rising global demand for energy, increasingly stringent environmental and climate targets and the need for affordable and reliable energy supply.

We offer solutions to overcome these challenges through our emerging clean energy technologies, an array of tools to lower traditional industry emissions, and our decarbonizing solutions for the global energy chain, all of which allow our clients to diversify their offerings without diluting returns.

To achieve this ambition, we have adopted a multi-faceted approach to value creation over the long-term which includes expansion of our business within our energy transition domains with economic models designed to increase value retention, maintaining our excellence in Projects Delivery, structurally growing our high added-value Technology, Products & Services businesses, and delivering on a financial framework that provides the basis for sustainable Shareholder returns. All without compromising on our values.

Our long-term value creation journey is supported by our values. We never compromise on our values, no matter the circumstances. They are the cornerstone of our business and ensure we remain on the right path that allows value creation for Technip Energies and all of our stakeholders. See section 1.9. Our values.

### 2.1.1. BUILDING A SUSTAINABLE ENERGY TRANSITION BUSINESS

Technip Energies has the process engineering capabilities, the agility and ambition to be at the forefront of energy transition developments – and we believe it is our obligation to apply these skills to enable the decarbonization of the global energy landscape. Current initiatives combined with our flexible operating model will allow us to unlock the energy chains of tomorrow and capture our share of high growth markets.

We have defined four main domains through which we are addressing the energy transition: LNG; Sustainable Chemistry; Decarbonization; and Carbon-free energy solutions. These domains are described in more detail in section 1.4. Energy transition. Furthermore, we have organized ourselves along three Business Lines to meet changing markets. See 2.2. Business lines to serve traditional and growth markets. The four domains which support our energy transition framework are reflected in our new business lines with the "Gas and Low Carbon Energies" business line encompassing the LNG and Decarbonization domains.

Technip Energies has outstanding energy molecule transformation skills and capabilities which, when combined with our strong engineering capabilities, allow us to define the optimal architectural design from energy source to energy demand. We integrate complex technologies to best match the project needs and determine the best project economics – often these will be technologies proprietary to Technip Energies, but we can also integrate the technologies of our alliance partners. This flexibility in our operating model provides many avenues to be successful in the energy transition.

As we navigate the energy transition, we are equipped with the skills, the relationships and the technologies to address key growth markets including carbon capture utilization and sequestration, hydrogen, biofuels, plastic and chemical recycling as well as floating offshore wind. We believe we can bring differentiation to these markets which will require new solutions and technologies to be developed, scaled-up and delivered in a cost effective manner, driving higher value for Technip Energies and our customers.





## 2.1.2. SELECTIVITY AND PROJECT EXECUTION

Long-term value creation is only made possible through strict selectivity criteria and world class project management and execution capabilities. Selectivity principles include our early engagement program, as well as familiarity with a project's technology, partners and location. In addition, carbon-based metrics are increasingly important when we evaluate whether a project belongs in our portfolio and also scrutinize whether it meets our compliance and governance standards.

We believe in early engagement as a route to defining and optimizing a project's scope. This is where we are most capable of influencing technology choices, often utilizing our proprietary technologies or alliance partner technologies. Early engagement helps us define specifications to reduce overall investment cost and de-risk a project up-front. Ultimately this ensures economic viability and sets us up for successful execution.

Technip Energies believes that delivering the technology required for a project – whether our proprietary technology portfolio or the integration of technologies accessed through alliance partners – allows us to reduce technical and project risks, leading to both greater schedule and cost certainty, while ensuring a rigorous safety approach.

Through our global, multi-center and collaborative project delivery model, and with our ability to leverage our sophisticated risk management and control systems, we have developed a robust project execution capability which is widely respected across the industry.

Delivering value in our long-term industry requires a willingness and discipline to walk away from a prospect if the project risks or contractual terms and conditions do not meet our selectivity principles. Our commitment to maintaining such discipline will enable us to consistently generate value from our Project Delivery portfolio over the long-term.

## 2.1.3. GROWING TECHNOLOGY, PRODUCTS & SERVICES

We have the strategic intent of developing and growing the Technology, Products & Services segment. This segment consists of higher value revenue streams and offers a different risk profile compared to the Project Delivery segment, while also delivering premium margins.

This growth can be achieved via different routes. Organically, we can grow higher value services and advisory lines such as Project Management Consultancy which will seek to capture a greater share of existing markets and will also seek to diversify into adjacent markets such as infrastructure. Our technology positioning and proprietary equipment offering can also be enhanced through research and development, as well as through inorganic additions by way of partnerships or acquisitions.

Many of the developments and investments required for the energy transition will require new solutions and technologies which will directly lead to growth opportunities for the high added value businesses within Technology, Products and Services, thereby contributing to higher economic value for Technip Energies. We believe that achieving structural growth through Technology, Products & Services will serve to increase the Company's valuation over time and is well aligned to the growing energy transition opportunity set.

## 2.1.4. OUR FINANCIAL FRAMEWORK

Our financial framework was designed to provide a basis for long-term value creation for Shareholders:

- Owing to our large backlog and extensive commercial pipeline, we have excellent visibility in terms of revenues and margins with a proven ability to insulate the Company against the various cycles the energy industry experiences over time;
- Our contract discipline and operating model delivers positive cash flows throughout a project's lifecycle including by way of early cash conversion of earnings, securing future project execution as well as providing flexibility and reliability for our capital allocation;
- We are an asset light business with limited CAPEX – our assets are primarily our people, processes and technologies – thereby ensuring high cash-flow conversion, flexibility in our operating models, as well as an ability to invest for increased value creation rather than safeguarding of fixed assets;
- Our differentiated business model is also supported by a robust balance sheet with strong liquidity and limited leverage which should enable us to implement sustainable capital allocation principles over the long-term; and

- The Company is committed to a balanced and flexible capital allocation framework, with three main components, dividends, investments and balance sheet strengthening:
  - Dividend. The Company intends to pay a dividend annually that is sustainable with potential for growth over time;
  - Investments. Deploying capital to capture energy transition technologies and opportunities and associated business models; and
  - Balance sheet strengthening. Allowing utilization of excess cash flow to strengthen balance sheet and reserves.

In the aggregate, our financial framework provides the basis for high returns on invested capital through the cycle, and is fully supportive of a long-term dividend policy commitment while bestowing flexibility for investments yielding incremental growth and value creation.



## 2.2. BUSINESS LINES TO SERVE TRADITIONAL AND GROWTH MARKETS

The drivers of our markets are evolving as the global agenda to mitigate the impacts of climate change has taken center stage. Figures set forth in this section are derived from various sources including the International Energy Agency, IHS Markit, Woodmac, Rystad and the Hydrogen Council.

Our markets include high growth markets which are linked to the energy transition and more traditional markets which are themselves evolving towards lower carbon solutions.

Market	Volume	Growth
Traditional	€70 Bn/y	CAGR 1-5%
Energy transition/growth	€15 Bn/y	CAGR 5-15%
Other	€15 Bn/y	CAGR of up to 15%
<b>TOTAL</b>	<b>€100 BN/Y</b>	

We continue to enjoy a solid base in our traditional markets with a large annual addressable market of over €70 billion. These markets include LNG, downstream and offshore and continue to account for a major part of our revenues. The mid-term CAGR for these traditional markets is between 1 and 5%. Our traditional markets are those where we have been present historically and where we continue to maintain a strong and active presence, often with leading positions. We are adapting our offering to successfully navigate the world’s energy transition. We have identified growth markets that fit squarely within energy transition, notably in the areas of hydrogen, sustainable chemistry and CO<sub>2</sub> management which are characterized by increasing technology readiness and enjoy broad policy support. Our estimate of the annual addressable market for these growth markets is in excess of €15 billion, and we anticipate much faster growth of up to 15% compounded.

While natural gas – a traditional market – is our main conventional energy chain today, the picture is evolving and we expect that in the long term oil and gas will be complemented by sources such as hydrogen and biomass, with large-scale deployment of carbon capture, utilization and storage (“CCUS”) to manage carbon emissions. We have identified upside potential in other markets of more than €15 billion per annum. We are positioning ourselves in the carbon-free energy chain, notably in green hydrogen, where we are involved at the early stage. We also plan to grow our high-end services offering in advisory and consulting and will use the Genesis brand as a springboard. We will also expand selectively into other industries that build on our world-leading project management capabilities and technical expertise. Our estimate addressable market in these markets is in excess of €15 billion with a mid-term CAGR of up to 15%.

We have recently adapted our organization to navigate the opportunities and challenges of the world’s energy transition and implement our strategy and serve our markets, current and future. This new organization will leverage our

geographical proximity to clients and our knowledge of local environments and will allow us to:

- Be more market focused and customer-centric;
- Reinforce our positioning in technology, products and services;
- Maintain excellence in project execution; and
- Support our “historical” clients in their energy transition journey, while securing new ones.

We are therefore organizing around three business lines consisting of:

- Gas & Low Carbon Energies — See section 2.2.1. Gas & Low Carbon Energies;
- Sustainable Fuels, Chemicals & Circularity — See section 2.2.2. Sustainable Fuels, Chemical and Circularity; and
- Carbon-free solutions — See section 2.2.3. Carbon-free solutions.

Additionally, we have set up our cross market T.EN X Consulting and Products organization which extends services and products across all of our energy markets. See section 2.2.4. T.EN X Consulting & Products.

As part of this reorganization we are also setting up One T.EN Delivery which is our global structure dedicated to delivering projects. It will ensure excellence in execution and accelerate the adoption of digital solutions, both of which are critical not only for our large projects but also for the smaller projects characterizing the energy transition markets.

The four domains which support our energy transition framework – LNG; Sustainable Chemistry; Decarbonization; and Carbon-free energy solutions – are reflected in our new business lines. The “Gas and Low Carbon Energies” business line covers the LNG domain and the Decarbonization domain.

With our core commitment to be an accelerator of the energy transition, we are articulating our vision and ambition – to be the reference company for the technologies, applications and diversified form of services for industrial decarbonization.



## 2.2.1. GAS & LOW CARBON ENERGIES

Our Gas & Low Carbon Energies business line comprises LNG, low carbon LNG, Floating LNG, low-carbon hydrogen and its associated derivatives (ammonia, methanol), gas Floating Production, Storage and Offloading and Gas-to-Liquids (“GTL”) and other gases.

With over 60 years of experience, we are the industry leader in LNG. We offer a complete range of services across the gas value chain to support our clients’ capital projects from concept to delivery. Our capabilities include the design and construction of facilities and associated infrastructure for LNG, GTL and natural gas liquids, including facilities and equipment related to regasification, recovery, gas treatment and LNG to power.

### 2.2.1.1. LNG

We pioneered base-load LNG plant construction through the first-ever facility in Arzew, Algeria (Camel LNG). Working with our partners, we have constructed facilities that can deliver more than 105 million tons per annum, which is a significant portion (approximately 20%) of the global liquefaction capacity in operation today (i.e., approximately 450 million tons per annum production delivered worldwide, with an additional 130 million tons per annum being under construction at the end of 2021). We have engineered and delivered a broad range of LNG plants, from mid-scale to very large-scale plants, both onshore and offshore, as well as plants in remote locations.

Reference projects include LNG trains in Qatar (the six largest ever constructed with a capacity of 7.8million tons per annum), Yemen LNG, a series of mid-scale LNG plants in China, and the Yamal LNG plant in the Russian Arctic with the three trains put in production before the end of 2018. Plants under construction by Technip Energies include the Arctic LNG 2 project awarded during 2019 by Novatek; the Energia Costa Azul project awarded by Semptra in 2020 and the Qatar NFE project awarded by Qatar Energy in 2021. The Company estimates that market demand exists for a further 110 million tons per annum to come online after the current wave and before 2035 for a total installed base of 690 million tons per annum.

We have experience in the complete range of services for LNG receiving terminals from conceptual design studies to EPC.

We are a pioneer in modular applications for both onshore and offshore LNG, having designed and delivered Yamal LNG, the largest modularized onshore project to date and the majority of the first FLNG facilities as main contractor, including Petronas’ FLNG Satu awarded in Malaysia in 2012. Modularization shifts construction to specialized yards that are more permanent and better resourced compared to LNG sites, permitting both greater cost control and schedule certainty and is particularly suited for (i) remote onshore locations (Yamal LNG in the Russian Arctic was assembled from 142 modules with some modules weighing as much as 7,000 tons) and (ii) space constrained offshore facilities (Petronas FLNG Satu in Malaysia was assembled from 22 modules).

We have perfected project management systems that allow on-time delivery of massively modularized projects that by virtue of scale require simultaneous construction across multiple module yards, at integration yards and at the LNG plant itself. The most recent example is Novatek’s Arctic LNG 2, which is being assembled around three gravity-based structures and 42 large modules.

### 2.2.1.2. Low-carbon LNG

To meet the fast evolving demands of our clients we offer a wide range of low greenhouse gas emission designs for both brownfield and greenfield LNG projects.

#### Brownfield

For existing assets, initially designed with few greenhouse gas emissions regulatory constraints, we offer low-to-zero carbon LNG portfolio retrofit solutions to compress and dehydrate all CO<sub>2</sub> once removed from the feedstock to be ready for sequestration, reduce CO<sub>2</sub> emissions from gas turbines by increasing process & power generation efficiency, fuel gas decarbonization through substitution of decarbonized hydrogen and/or CCUS, decarbonized power generation with CCUS or renewables and reduction of fugitive emissions of CO<sub>2</sub> and methane by way of venting / flaring reduction/leak detection.

#### Greenfield

New projects require low to zero carbon designs that can incorporate the solutions described above for brownfield projects or take advantage of Technip Energies’ electrified and modularized SnapLNG™.

SnapLNG™ combines experience in compact modularization, mid-scale liquefaction using market leading, most efficient and best adapted liquefaction technology, high power / high voltage electrification and the management of large modularized projects. The electric version of SnapLNG™, developed with Air Products, is a productized, functional liquefaction plant designed to minimize cost, emissions and schedule while ensuring certainty. Low cost is achieved through standardization, assembly in the high productivity environment of specialized module yards and a very substantial reduction of onsite construction man hours.

While gas turbine versions remain a possibility, all rotating equipment including refrigerant compressor drivers and potentially heating duties are offered in an electric format.

Low carbon electricity is available today through power generation with CCUS or renewables. The extent of emission abatement determines the capital investment. Faced with evolving regulations that will drive eventually but at unpredictable pace towards zero emissions, electrification offers the possibility of phased investment, for example first in a combined cycle power plant with some renewable energy, adding, at a later phase, CCUS, hydrogen firing or more renewable electricity.

### 2.2.1.3. Floating Liquefied Natural Gas

Leveraging its more than 50 years of offshore experience, Technip Energies is a leader in Floating Liquefied Natural Gas (“FLNG”). FLNG is an innovative alternative to traditional onshore LNG plants. It is a suitable solution for remote and stranded gas fields that were previously deemed uneconomical. FLNG is a commercially attractive approach to the monetization of offshore gas fields as it avoids the cost of building and operating long-distance pipelines and extensive onshore infrastructure since it is a fully modularized facility. It can also be a reliable solution to deploy near shore in certain areas.



We pioneered the FLNG industry by engineering and delivering the world's first FLNG facility in Malaysia, the world's largest FLNG facility in Australia, and we are currently executing ENI's Coral South FLNG in Mozambique, a 3.4 million tons per annum offshore LNG production facility involving a 432 meter double hull vessel with a capacity of 220,000 tons which will be installed offshore Mozambique in East Africa. The design and delivery of Coral South FLNG addresses a number of challenges that we are seeking to solve for our clients, namely: (i) delivering infrastructure in challenging conditions, as the plant must be capable of handling category five cyclones and serve a production site where there was no previous infrastructure, (ii) large scale modularization to allow efficient construction and (iii) handling multiple stages of FLNG project delivery, from design and construction through to services, as we are providing engineering, procurement and construction plus installation and commissioning (startup) services. Among our core competencies is the ability to develop liquefaction engineering solutions for minimal footprint and split construction to minimize module integration – each of which can accompany exploration and production companies to their newest fields. Additionally, our track record in delivering FLNG facilities has helped us acquire experience in split construction, process intensification, quayside completion of functional modules and minimization of interfaces between components which can further reduce cost and help render such projects more viable.

#### 2.2.1.4. Low-carbon hydrogen and associated derivatives

We have delivered over the past 50 years more than 270 hydrogen plants to our clients (which we estimate to represent approximately 35% of the installed base for gaseous hydrogen (mostly for hydrogen production in refineries) and as such would represent the largest number of plants that a single E&T company has delivered). We offer a single point of responsibility for the design and construction of hydrogen and synthesis gas production units, with solutions ranging from process design packages to full lump-sum turnkey projects. We also offer services for maintenance and performance optimization of running units.

Additionally, through our expertise in engineering and delivering large ammonia and integrated ammonia/urea units worldwide and through our access to both ammonia and methanol technology, we are able to successfully position ourselves across the value chain of the low-carbon hydrogen ecosystem.

We provide a wide array of solutions and technologies to arrive at the lowest levelized cost of hydrogen (“LCOH”). Our references include several of the world's largest single-train hydrogen/syngas applications. Our references are rapidly expanding as we are addressing the mandate to raise efficiency and reduce carbon emissions in support of the energy transition.

To that effect we offer proven hydrogen technology and tailored solutions for cost optimal, high-efficiency and reliable production by way of our enhanced reforming technologies and solutions and company developed recuperative reforming technologies, which include the Technip Energies Parallel Reformer (TPR®) and Enhanced Annular Reforming Tube for Hydrogen (EARTH®).

The Technip Energies Parallel Reformer TPR® is our convective recuperative reformer which is also suitable for retrofits. It is designed to optimize high-grade heat utilization and increase reforming capacity without additional firing, thus resulting in lower CO<sub>2</sub> emissions by up to 20%.

We also offer our Enhanced Annular Reforming Tube for Hydrogen “EARTH®” which is our newest (heat) recuperative reforming technology. It is a drop-in insert for reformer tubes consisting of a structured reforming catalyst and concentric internal tubes and is also suitable for retrofits. It allows the reformer to operate at up to 20% higher capacity with a 10% lower CO<sub>2</sub> footprint.

We have developed our in-house combustion and burner technology, the ultra-low NOx advanced Large Scale Vortex “LSV®” burner, which was recently tested with 100% hydrogen firing.

More than 50 of our hydrogen & syngas plants include carbon capture solutions, either for the production of CO<sub>2</sub> as a byproduct gas or to adapt H<sub>2</sub>/CO ratios for syngas applications. We employ a variety of CO<sub>2</sub> capture technologies, either under framework licenses or through collaboration arrangements. Hydrogen plants with overall CO<sub>2</sub> capture rates of up to 99% are achievable utilizing pre-combustion process capture with our technology and solutions.

In May 2021, we launched BlueH<sub>2</sub> by T.ENTM, our full suite of deeply decarbonized solutions for hydrogen production. This suite of solutions is comprised of flight-proven proprietary technologies and reduce carbon emissions by up to 99% compared with conventional hydrogen production.

We anticipate a number of low carbon (“blue”) hydrogen and derivatives opportunities in the medium term and are well positioned to address this growing market. We further aim to combine our extensive experience with hydrogen reforming technologies, expertise in ammonia and syngas applications including methanol and in CO<sub>2</sub> management to offer a combined offering to clients who are seeking more environmentally-friendly modes of production. Our expectation is that low carbon (blue) hydrogen will also be deployed to support the decarbonization of ethylene and other olefin plants, steel, power, LNG and other industries.

We acknowledge that capacity expansion and consequent investments in blue hydrogen and its derivatives vary widely and depend heavily on demand expectations from industry, heating and transportation, which in turn are inextricably linked to global and regional policies, incentives and regulatory frameworks.

See also section 1.5. A focus on hydrogen.

#### 2.2.1.5. Gas floating production, storage and offloading

Floating Production, Storage and Offloading (“FPSO”) enable offshore production and storage of gas and liquids, which are then transported by tanker where pipeline export is uneconomic or technically challenging (for example in ultra-deepwater). Such floaters utilize onshore processes adapted to a floating marine environment. They can support large topsides and hence large production capacities. Leveraging our capabilities in gas monetization, particularly FLNG, we believe that we are well-positioned to secure future EPC contracts for the design and construction of gas FPSOs which are expected to come up for tender.

We also offer a broad range of large and complex fixed platforms as well as floating solutions for moderate depth to ultra-deepwater applications, including spar platforms which are capable of operating in a wide range of water depths. We have designed, built and delivered 19 out of the 23 spars constructed to date.



### 2.2.1.6. Gas-to-Liquids and other gases

We are active in the Gas-to-Liquids (“GTL”) market and we are one of the few contractors with experience in large GTL facilities. Our clients also benefit from our development of environmental protection measures, including low nitrogen oxide and sulfur oxide emissions, waste-water treatment and waste management.

We specialize in the design and construction of large-scale gas treatment complexes, while offering economic solutions for smaller reserves as well as existing facility upgrades.

Gas treatment includes the removal of CO<sub>2</sub> and sulfur components from natural gas using chemical or physical solvents, sulfur recovery, and gas sweetening processes based on the use of an amine solvent. We have extensive experience in the field in relation to sulfur recovery units installed in refineries or natural gas processing plants. Given our long-term experience in the field of sour gas processing, we can provide support to clients for the overall evaluation of the gas sweetening/sulfur recovery chain and the selection of optimum technologies.

## 2.2.2. SUSTAINABLE FUELS, CHEMICAL AND CIRCULARITY

Sustainable Fuels, Chemicals and Circularity encompasses fuels, biofuels, petrochemicals, biochemicals, ethylene and fertilizers as well as the development of circularity solutions for the economy.

### 2.2.2.1. Fuels

We have over 60 years of experience in refining and offer a complete range of services from strategic planning, through technology licensing to full project delivery. Our capabilities include concept definition, design and construction of facilities and associated infrastructure for grass-root refineries, integrated refinery and petrochemical complexes, as well as major upgrades and revamps.

We are a leader in the design and construction of refineries with a track record of 30 refineries built worldwide (of which seven have been built since 2000) as well as more than 110 major expansion or revamping projects and approximately 850 process units built. Key industrial references include the Dung Quat refinery in Vietnam, the Jubail refinery in Saudi Arabia, the expansion of Burgas in Bulgaria with the world’s largest heavy oil residue hydrocracker, Petronas’ Refinery and Petrochemical Integrated Development (RAPID) integrated refinery in Malaysia, the Middle East Oil Refinery’s (MIDOR) refinery expansion in Egypt, Bahrain Petroleum Company’s (BAPCO) refinery modernization and expansion project in Bahrain as well as the reconversion of the La Mède refinery in France into a bio-refinery.

We manage all aspects of refining projects and integrated petrochemical complexes worldwide, including the preparation of concept and feasibility studies as well as the design, construction, and startup of complex refineries or single units. We work with our clients in the early stages of their projects focusing on innovative solutions to improve raw material and energy efficiency, provide feedstock and product flexibility, and reduce emissions.

We have expertise in the technological fields that impact future development in refining as we license refining technologies such as catalytic cracking solutions maximizing olefin production and offering low-cost route to propylene, as well as hydrogen technologies. Through close collaboration with other international licensors, we offer expertise in refining modeling, including integration with petrochemicals and processes participating in the decarbonization of the refining industry (e.g. renewable feedstocks processing, low-carbon hydrogen or CO<sub>2</sub> capture).

We offer a tailored portfolio of digital services for improved plant performance, helping our clients define profitable solutions in terms of performance, feedstock and energy efficiency, operational savings, safety improvements and ease of maintenance. We also offer our expertise and skills to support our customers throughout their energy transition journey, starting with the definition of decarbonization

strategies, conducting projects having a direct impact on the reduction of the CO<sub>2</sub> emissions of refining assets and the decarbonization of refinery products. This includes energy efficiency, electrification, bio-feedstock processing, co-processing or reconfiguration to bio-refineries as well as other circular economy initiatives such as plastic waste recycling and conversion to chemicals.

We have been supporting the refining industry in its transformative journey towards the production of cleaner fuels meeting the most severe product specifications, the conversion of residues into higher value products and conversion to chemicals. As the transition to a lower-carbon economy requires the refining industry to decarbonize its own operations as well as to diversify its feedstocks and product portfolio including conversion to chemicals and circularity (renewable feedstocks and waste recycling), we are building on our refining industry knowledge while leveraging our capabilities in adjacent domains such as hydrogen, sustainable chemistry, petrochemicals and CO<sub>2</sub> management.

New projects for which we are bidding in refining are required to meet the highest standards in terms of performance, whether by way of greater efficiency in the use of raw materials, energy efficiency, emission control or pollution prevention. The majority of new projects integrate sustainable development and the fight against global warming as part of their stated objectives with reduction in greenhouse gas emissions targets. These projects respond to the need to decarbonize the refining industry as well as the transport and industrial sectors. They are key economic, social and environmental sustainability elements of our clients’ policies.

They include in particular:

- refinery upgrading projects with high energy efficiency and performance requirements in terms of product quality (clean fuels), carbon and energy efficiency as well as waste management in order to minimize the impact on the environment;
- projects contributing to lower the carbon intensity of transportation fuels (production of renewable fuels such as bio-diesel and sustainable aviation fuel (“SAF”) within refineries, through new units or the adaptation of existing facilities);
- Projects supporting the refining industry to diversify its production portfolio through the conversion of crude and motor fuels to chemicals;
- Projects for existing refineries having the objective of reducing emissions of greenhouse gases and other contaminants from their own operations (by way of energy efficiency, electrification, energy recovery, zero flaring and control of NOx emissions);



- Refining projects that integrate the supply of decarbonized and low-carbon energy and hydrogen (renewable energy, blue hydrogen and green hydrogen);
- Refining projects incorporating circularity principles (recycling of plastic waste); and
- Decarbonization studies addressing all of the above and enabling refineries to define achievable decarbonization strategies and roadmaps.

#### 2.2.2.2. Biofuels

Biofuels are liquid or gas fuels derived from biomass. Research and application in this area include second generation bioethanol and second generation biodiesel which can be manufactured or extracted from non-food biomass and waste products from other chemical processes, thereby reducing the agricultural land required to produce such fuel sources and the intensity of water and other inputs. Based on current forecasts, the market demand for biofuels is growing strongly, pushed by legislation and consumer behavior. Biodiesel is expected to triple its market volume by 2030 compared to 2021 figures, while bioethanol may see a demand surplus of up to 70% by the end of the decade.

We are building for Neste in Singapore the expansion of its bio-diesel refinery together with a new hydrogen production unit using our steam methane reforming proprietary technology. Neste's Singapore plant upgrade is a significant contract and is a direct consequence of the successful realization of Neste's Singapore (the largest bio-diesel plant in the world) and Rotterdam world-scale bio-diesel plants in the late 2000s. Neste commissioned a technical review of the technology, the conclusions of which are that adoption of bio-fuel technology enables a reduction in CO<sub>2</sub> emissions of between 40% to 90% as compared to fossil fuel.

The SAF market is still in its early stage and is expected to also be fast growing over the next decades with expected high double digit yearly growth rates reaching up to 75% (CAGR, 2025-2030) in Europe and North America. We contribute with our Hummingbird technology that converts ethanol to ethylene, which in turn is used as a base feed stock for SAF, as shown for LanzaJet's SAF plant (Freedom Pines Fuel site, Soperton, USA). We have also entered into a partnership in biofuel with Dutch company btgbioliquids through which we have been able to secure several EPCm awards in Northern Europe.

#### 2.2.2.3. Petrochemicals

We are successfully delivering projects around the globe and offering market leading technologies in the field of petrochemicals. Providing solutions to improve carbon efficiency and feedstock resilience, we bring to our clients value through proven services and technologies:

- EPC projects;
- Licensed technologies; and
- Applied research and development.

A world leader in the process design, engineering, procurement and construction of units for the production of polymer resins and other petrochemical derivatives, we have delivered more than 350 facilities over the last 50 years. We extend a unique offering combining technologies and project delivery capabilities. Our project execution track record for EPC delivery has been made possible by our know-how, methods and project execution teams. Lump sum turnkey EPC projects awarded in 2021 include Indian Oil Corporation Limited's (IOCL) Purified Terephthalic Acid (PTA) plant and Naraya Energy's polypropylene plant in India, which employ the most up-to-date technologies and carbon efficient processes. Technip Energies has been involved in these two projects from the very early conceptual design phases and have offered a seamless rollover through FEED and detailed execution to construction and start up. The reduction of project interfaces is an added value to de-risk and execute major projects such as these on a fast-track basis.

The petrochemical market growth rate, which stands at approximately 4%, is sustained and follows the expansion of GDP and population growth. We are seeing a rapid push for integration between refiners and the petrochemical industry as the energy transition is forcing refiners to switch product mix from fuels to petrochemical feedstocks. We are also seeing a trend towards integrated large capacity complexes which are located close to conventional feedstock sources, and which represent a first step in improving the cost of production as well as building energy and carbon efficient clusters. Understanding of the complexities and levers of these transformations is vital for the strategic positioning of our clients. As such Technip Energies is proposing reliable master-planning studies to support our clients' strategic planning as well as long term investment alternative appraisals. Through the early engagement activities we secured in 2021, we are building the trust and confidence needed to accompany in the future our clients in building optimized complexes.

We are also helping to decarbonize the industry through the improvement of our leading technology portfolio. We have currently access to more than 20 petrochemical technologies. We are licensing proprietary technologies in the value chains of polyesters, phenolic and styrenic resin and are partnering with leading licensors in the polyolefin, vinylic and aromatic value chains. In 2021, we have been successful as a standalone process licensor. We have continued to expand our technology portfolio offering: e.g., propanediol, hexene-1 which have been added to our technology suite. Early engagement is also a vehicle to foster proximity with clients for the execution phases of such projects.

R&D, both in our own and in our partners' laboratories, is leading to the introduction of new resins with better physical properties, as well as products requiring less resin with equivalent performance. The licensing of these new products, combined with more energy and monomer efficient processes allows us to be an actor in the energy transition to optimize the use of carbon for chemicals and decarbonize efficiently.



Classic decarbonization techniques may be applied to processing facilities:

- To improve energy and raw material efficiencies; and
- To capture carbon and introduce electrification as an energy source to replace fossil fuels.

Our applied R&D facilities located in Weymouth, USA and Frankfurt, Germany are supporting these efforts and have the key expertise to improve current technologies and offer and develop tomorrow's leading technologies. For example we have started in 2021 to license out improved IPA and oxo-alcohol technologies with our partners. Through basic and applied R&D programs, we are extending and complementing existing drop-in chemical value chains and are improving the carbon footprint through the introduction of better resins and more energy and monomer efficient processes which are all part of our current decarbonization effort.

Plastic resins, through the linear extractive model, are turned into consumer goods. At end-of-life, plastics are incinerated or land filled, releasing carbon into the atmosphere as CO<sub>2</sub>, thereby contributing to pollution and global warming. The current improved linear extractive model is thus starting to show its limits. At Technip Energies, we are working on improvement of scopes 1 and 2 emissions of the derivative technologies that we license, engineer and build. For scope 3 emissions, conventional feedstocks are progressively being replaced by biogenic carbon feedstocks and, at a faster pace, by recycled plastic material. The changing pace of circularity introduction is noticeable:

- Biogenic feedstocks: the pace of uptake is gradual and in-line with technological maturity of the processes and feedstock logistic constraints on local feedstock sourcing. The traditional drop-in value chains will be fed in the near term by a mix of biogenic and conventionally sourced carbon;
- Recycling end-of-life plastics is having a larger impact with a more rapid introduction. Carbon sourced from conventional feedstocks is substituted in part by recycled material, thereby reducing carbon released into the atmosphere at end-of-life whether due to incineration or landfilling.

To continue to reduce scope 3 emissions, we are looking to license, design and build biogenic and recycling plants. Please refer to sections 2.2.2.7. Circularity and 2.2.2.5. Ethylene. The use of these drop-in feedstocks will increase the carbon footprint but still feed the conventional drop-in value chains, which we are constantly improving.

Net-zero will involve multiple components, with the progression of alternative techniques depending on the maturity of the technologies proposed. We believe that novel technologies to combine and transform captured CO<sub>2</sub> with green hydrogen produced from renewable electricity will emerge in the longer run.

Our experience and expertise allows us to propose solutions for the improvement of the global cost of production. The reduction of the conventional fuel market and the continuous expansion of the chemicals market requires the industry to reconfigure assets and provide on-purpose chemical feedstocks through integrated refinery-chemical clusters and to increase the usage of alternative feedstocks both from biogenic and recycled sources. We are continuing to propose and execute a full range of services to that end, from master-planning, through feasibility studies to FEED and EPC lump sum turnkey contracts.

#### 2.2.2.4. Biochemicals

Bio-based chemicals are finished products derived from biomass such as biopolymers which are in turn used for a variety of energy or industrial applications and the breakdown, reuse or recycle of other waste products for industrial or energy applications. As bio-based chemicals represent a very diverse field of products and technologies, market growth and prediction will vary, though future growth rates are expected to exceed those of the traditional petrochemical business. For bio-refineries we expect a yearly average growth rate in revenues of 8% to 10% until 2030, with an acceleration of the adoption of these technologies towards the end of the decade.

We are a party to the PLAnet alliance with Futero and Sulzer to promote the production of sustainable plastics made of poly-lactic acid (a compostable or recyclable polymer derived from sugars that can replace petroleum-based plastics). This collaboration will support manufacturers interested in entering the bioplastic market by delivering integrated poly-lactic acid technology packages.

Our proprietary Epicero<sup>®</sup> technology which is used for the production of epichlorohydrin (ECH) from glycerin is another example of successful deployment of sustainable chemistry. It is a breakthrough technology compared to conventional propylene-based processes and presents major advantages relative to other glycerin-based technologies. It uses renewable materials (as opposed to raw fossil fuel materials), produces less CO<sub>2</sub> emissions and water effluents, creates fewer chlorinated by-products, consumes less water and chlorine and uses less steam. Epicero<sup>®</sup> is used in the production of epoxy resins for in multiple applications such as adhesives, electronics and composites. We have signed our first Epicero<sup>®</sup> Technology License Agreement with Meghmani Finechem Ltd. in India.

We are also present in bio-based and bio-degradable polymers and developed proprietary technologies for the production of PBAT and PBS polymers which have been licensed in several Asian countries. We expect that this market segment will see continuous growth over the coming years and believe our technology will allow us to retain a solid market share in the licensing and engineering of sustainable plastics solutions.

#### 2.2.2.5. Ethylene

Ethylene, propylene and other base products produced from steam cracking are used as base products for many syntheses in the petrochemical industry including plastics, solvents, cosmetics, paints and packaging. Ethylene is usually produced through steam cracking, in which hydrocarbons and steam are heated to convert large hydrocarbons into smaller ones, including ethylene. We have proprietary as well as licensed technologies relating to the design and construction of ethylene steam crackers, the furnaces that power them, as well as related heat transfer equipment, trays and optimization software.

We are a leader in the design of ethylene production plants, having been responsible as ethylene licensor for the design of over 150 grass-roots plants. We estimate that our market share in licensing, in terms of ethylene capacity, is over 40% of new licenses granted since 2010. We are the global leader for ethylene, based on the number of active ethylene production facilities and their installed ethylene production capacity.



We design steam crackers, from concept stage through construction and commissioning, for both new plants (including mega-crackers) and plant expansions. We have been responsible for the technology and front-end design of the world's largest operating steam cracker (Dow LHC9, USA), the world's largest mixed feed cracker (Sadara, Saudi Arabia) and the world's largest refinery off gases cracker (Jamnagar, India), all in terms of ethylene capacity.

Relying on our portfolio of technologies, we are strategically positioned to be both a licensor and an EPC contractor. Our technological developments have improved the energy efficiency of furnaces in ethylene plants and reduced the compression power required per ton of ethylene produced, with CO<sub>2</sub> emissions produced per ton of ethylene declining by 30% over the last 25 years, and feed consumption per ton of ethylene has been reduced by 5-10% over the same period. Our continuous innovation in ethylene technologies has resulted in significant capital cost reductions and improved operating efficiencies for our clients. A recent example is the deployment with a modular approach enabling continuous operations during the project upgrade at Shell's Moerdijk facility of a new cracking furnace design with the replacement of 16 older units with eight new units, without reducing capacity, which will reduce total annual CO<sub>2</sub> emissions at the facility by 10%.

We have developed a patented low CO<sub>2</sub> design of a cracking furnace and developed designs for electrified crackers, the application of carbon capture to ethylene plants and the reforming of fuel gas to hydrogen for firing in the furnaces, using our proprietary BlueH<sub>2</sub> by T.EN™ technology. All these techniques are designed to reduce cracker CO<sub>2</sub> emissions. Different techniques will be applicable to different types of plant in different locations in the world.

Technip Energies is now seeing a considerable rise in interest from cracker operators to process feedstocks derived from recycled plastics. This is driven by social responsibility concerns and measures such as the EU Packaging and Packaging Waste Directive, which requires the producers of plastic products used in packaging to incorporate a certain recycled content. This recycled content is to rise from 25% today to 50% by 2025 and 55% by 2030.

Waste plastics are turned into cracker feed by pyrolysis, or decomposition at high temperature in an inert atmosphere. The resulting oil or gas can be fed to a cracker as feed, but, for significant quantities of feed, only after clean-up and other treatments to remove contaminants and make the feed suitable, such that operating problems in the cracker can be avoided.

We have developed clean-up and treatment technologies for both oil and gas feeds from plastic waste. These technologies are currently in the process of being commercialized. We have established agreements to work with several pyrolysis technology providers. Our clean-up and treatment technologies are designed to be as flexible as possible to allow for variation of waste compositions and different pyrolysis technologies.

We have recently been awarded a substantial EPC contract by Abu Dhabi Polymers co. Ltd. (Borouge) for the construction of a new ethane cracker unit, which will be integrated into the Borouge 4 petrochemical complex in Ruwais, UAE. This plant will be the first cracker in the world to be constructed with a design which will accommodate a carbon capture and storage unit, allowing the plant to reduce equivalent CO<sub>2</sub> emissions by approximately 80%.

As the largest source of scope 1 CO<sub>2</sub> emissions in ethylene plants, and indeed in most chemical complexes, cracking furnaces are a primary target for CO<sub>2</sub> reduction. Replacement or revamping of furnaces will therefore represent a growing market. To reduce CO<sub>2</sub> emissions furnaces may be replaced by new technologies being developed, such as Technip Energies' Rotating Olefins Cracker or electric furnaces, or revamped, as in the case of Shell's Moerdijk facility mentioned above. Technip Energies has extensive experience in revamping ethylene furnaces, including furnaces originally designed by any of our competitors in ethylene licensing.

Our cracking furnaces are normally sold as proprietary equipment, as these are Technip Energies proprietary design and incorporate our proprietary technology. Performance of the furnaces is predicted using Technip Energies' proprietary Spyro® software, which is licensed to cracker operators representing over 70% of installed ethylene nameplate capacity. Technip Energies also supplies other proprietary equipment for ethylene plants, such as Ripple Trays™.

Global demand growth for ethylene and associated products typically follows global GDP. The annual growth rate for the next ten years is forecast to be approximately 2.5% per annum. This growth is not expected to be evenly distributed, with most of the growth forecast to be in China, North America, the Middle East, India and the former Soviet Union. Apart from an overall increase in demand, some investments in ethylene are driven by a desire to reduce imports of olefins, and refiners looking to move into olefins production to counter forecast flattening, or reductions, of fuel demand.

#### 2.2.2.6. Fertilizers

We have extensive experience in fertilizers, having engineered and delivered approximately 400 complexes or integrated units in 40 countries including OCP, PetroVietnam Fertilizer and Chemicals Corp, Duslo A.S, Fosfertil, *Industries Chimiques du Sénégal* and the two ammonia/urea projects in India for Hindustan Urvarak and Rasayan Limited (HURL) which will startup in 2022. Our expertise covers the entire value chain from geology and mining to beneficiation, sulfuric acid plants, phosphoric acid plants, phosphate and potash fertilizers plants, ammonia and urea plants. Our service offerings range from global strategic planning, technical consulting and feasibility studies to complete turnkey facilities and provide further assistance in production and debottlenecking. We provide a wide selection of basic and specialty chemicals processes, including associated effluent treatments.

We offer leading proprietary and licensed technologies, including in ammonia, urea, acids, single nutrients and multi-component fertilizers. Our proprietary processes include calcination (Dorr-Oliver/FluoSolids®) and phosphoric acid. We provide technologies in cooperation with leading companies: sulfuric acid with MECS®, ammonia with Haldor Topsoe, urea synthesis with Saipem, urea granulation with ThyssenKrupp-UFT, nitric acid, as well as technology relating to ammonium nitrate and phosphate fertilizers.

In the phosphoric fertilizers sector, through our R&D facilities, we are helping clients find sustainable solutions for better feedstock uses, such low-grade phosphate.





Our lab pilot testing unit located in Tuticorin (Tamil-Nadu, India) supports R&D efforts to optimize phosphoric acid process technology. By analyzing the nature and testing the behavior of the phosphate raw material we are able to offer to our clients tailored solutions for the use of a technology designed to meet “Zero Liquid Discharge” requirements, which meet the most stringent environmental standards and provide for the reuse of by-products generated during production. Phosphoric acid production is a “no-oil” and low energy-intensive process, is based on natural feedstock (phosphate rocks) and utilizes sulfuric acid that generally generates ample quantities of CO<sub>2</sub>-free energy during phosphoric acid production, thereby ensuring the overall energy balance of a production complex. Gypsum which is a by-product of the process may with adequate treatment be re-used and recycled as part of a circularity model.

### 2.2.2.7. Circularity

Circularity seeks to harness virtuous cycles pursuant to which process output or waste product becomes an input for another process, such as the production of pyrolysis oil and monomers from plastic waste.

We are working to provide recycling solutions for the plastic producing technologies we supply. Using an open innovation approach, we are developing proprietary technologies and cooperating with market leading companies for the commercialization of circularity plastic waste solutions. As such:

- We are working with INEOS Infinia to address difficult-to-recycle PET plastic waste, such as highly-colored bottles and food trays;

## 2.2.3. CARBON-FREE SOLUTIONS

Carbon-free solutions encompasses Floating Offshore Wind, green hydrogen, CO<sub>2</sub> management and Industries.

### 2.2.3.1. Floating offshore wind

Though the economics of floating offshore wind have yet to be fully solved, we believe that it is well positioned to become one of the technologies that could help Europe and the world achieve net-zero emissions by 2050 or even earlier. We are therefore focusing on enhancing our offering in this space. As we are already recognized as a global leader in floating solutions we believe we are an ideal partner for offshore renewables projects. We have several references in the field, from concept studies to project work, and were involved in several world firsts, including the delivery of the world’s first full scale floating turbine for Equinor’s Hywind Demo in Norway, the assembly and installation of a floating wind park comprising five turbines for Equinor’s Hywind pilot in Scotland and the innovative spar design for the Google-led Makani energy kite pilot.

Building on this, we have created a dedicated business unit, assembled a highly talented team, and secured in-house floater technology by completing the full acquisition of Inocean. Beyond the floater, we have software and simulation capabilities that can optimize the windfarm layout and provide analytics across the key components of the farm.

- We are conducting advisory and EPC work for a demonstration plant for Carbios’ enzymatic recycling process for PET plastics through depolymerization along with engineering work for the first of a kind 50,000 tpa industrial plant;
- We have developed proprietary processes to purify pyrolysis products via our pure.rOil and pure.rGas technologies. These technologies in combination with ongoing cooperations with pyrolysis technology owning companies, such as Synova and Recenso, allows us to supply comprehensive solutions from plastic waste to purified feedstock to re-produce olefin monomers and polyolefins plastics. In furtherance of these relationships, we have been engaged in several feasibility studies that will allow us to pave the way for the commercialization of a first wave of industrial plastic waste recycling plants;
- Brand owners, which have set targets for recycling content in packaging, as well as the worldwide legislative move towards plastics circularity, are driving technology development and market adoption of new circularity technologies and products. In order to meet targets being set in many parts of the world (e.g. Europe’s “Circular Economy Action plan”, the UK’s “Plastic Packaging Tax”, the U.S. Plastic Pact and China’s 2021-2025 Five-Year Action plan for promoting recycling solutions) by 2030, growth rates for recyclates production of more than 25% CAGR are required, resulting in the anticipated installation of hundreds of new recycling plants.

Through Cybernetix, a wholly-owned subsidiary, and a model that will be ‘digital by design’, we will operate in the wind farm life-of-field with a data-centric approach for performance optimization and predictive maintenance using historical and real-time data.

Capitalizing on our 50-year offshore track record, we are seeking to address the complex challenges of floating offshore wind through strategic partnerships. We are deploying our capabilities in field architecture optimization and can deploy our proprietary floater design for harsh environments such as the North Sea, South Korea or other cyclonic areas. Our aim is to create industrialized, connected and economically viable products, which will be critical to the successful development of the floating offshore wind industry. This will include innovative O&M (operations and maintenance) solutions which will permit the installation and replacement of major components offshore. Cyber wind farms, using sensors, drones and robots which are key enablers and solutions for the emerging digital remote operations, should also be real game-changers for cost-effective inspection and maintenance. We are focused on the full life cycle of the offshore wind farm, ensuring cost competitive solutions from a CAPEX and OPEX point of view and facilitating the decommissioning and recycling of the farm at the end of its life time.



Our key differentiator is our ability to manage multi-discipline engineering and operational risks in the marine environment, which includes the electricity chain from power generation to high voltage direct current as well as the floater. We believe we are well-positioned to capitalize on the expected rapid growth of the floating offshore wind business with simple and smart solutions for complex project execution. In addition, we invest significant amounts in R&D to innovate in the field of offshore green hydrogen and green ammonia production units fed with energy coming from floating offshore wind turbines.

### 2.2.3.2. Green hydrogen

We are working with customers and partners to improve green hydrogen project economics to enable future onshore and offshore large-scale projects. We signed in October of 2020 a Memorandum of Understanding with McPhy, a manufacturer and supplier of carbon-free hydrogen production and distribution equipment, pursuant to which we and McPhy have pursued several commercial opportunities. Additionally, we have established robust working relationships with several other electrolyser manufacturers and are able to provide technology agnostic services to customers with the aim of optimizing total cost of ownership (TCO) and levelized cost of hydrogen (LCOH).

Through its global leadership in the hydrogen market and vast experience in technology integration, we are able to provide modular, designed to scale and affordable green hydrogen solutions to medium and large-scale industrial clients. We provide clients with single-point green hydrogen systems and project integration services for refining, petrochemicals, power generation, steel manufacturing or ammonia production and have completed several studies and front end design work (ranging from small scale few MWs to large scale multi GWs) and continue to actively bid on medium to large scale green hydrogen projects.

See also section 1.5. A focus on hydrogen.

### 2.2.3.3. CO<sub>2</sub> management

We are focusing on providing robust and integrated decarbonization solutions with enhanced economics and affordability to the nascent carbon capture, usage and storage (“CCUS”) industry. As such are working to improve existing technologies while identifying new CCUS applications across all industries.

Illustrative examples of our CCUS offering include:

- Our Offshore C-Hub™ which is a distributed CO<sub>2</sub> collection and sequestration architecture system. It is an adaptable, relocatable and flexible offshore solution that aggregates CO<sub>2</sub> from multiple hubs or stranded point sources with dedicated collection, liquefaction, storage and loading stations from where liquid CO<sub>2</sub> is conveyed to a central floating unit that stores and continuously injects CO<sub>2</sub> in depleted reservoirs or dedicated saline aquifers. The overall system provides important system flexibility with the ability to redeploy by repurposing existing assets;
- We have developed productized CO<sub>2</sub> capture solutions consisting of standardized and modularized CO<sub>2</sub> capture systems that are fully digitalized to achieve maximum replicability and the lowest possible cost. We will produce these solutions at our yards in India and will be able to deliver these to clients in very short cycles.

Our CCUS platform also includes three main solution lines:

- CO<sub>2</sub> Capture Pilot Units for technology demonstration and pioneering CCUS deployments by clients;
- Containerized units where full chain CO<sub>2</sub> capture systems (including gas treatment/conditioning, CO<sub>2</sub> capture and CO<sub>2</sub> export in compressed or liquid form) are fitted in standard road gauge containers, together with main equipment and minimum accessories to constitute systems that can capture 10,000 tpa to 15,000 tpa of CO<sub>2</sub> from flue streams;
- Modularized Units for the same complete chain of CO<sub>2</sub> capture process but in modules that can be transported on standard roads and by conventional trucks to enable capture systems of 200,000 tpa and 400,000 tpa capacities.

Energy transition and particularly CCUS requires new and integrated value chains that call on pooling of expertise, offerings and risk-sharing amongst different industry stakeholders. We are thus setting up strategic partnerships with several blue chip industry leaders to create complete value chains with aggregated capabilities and offerings. An example is the partnership that we have established with GE Power for OGCI and bp’s lighthouse NZT Project for which we are designing a fully integrated world class decarbonized combined cycle power plant, the delivery and performance of which is being underwritten by industry leaders Technip Energies, GE Power and Shell Catalyst and Chemicals.

Technology will be the main enabler of the carbon capture industry. Through our 2012 strategic alliance with Shell Catalyst & Technologies for the Cansolv® CO<sub>2</sub> Capture technology, we are providing our clients a robust and superior technology for all sizes of carbon capture projects. Shell’s Cansolv® technology is one of the very few proven technologies for carbon capture and is the only one with a currently operating large scale reference. We are constituting closely-knit teams for client engagement, and proposing front-end loading projects, with a unified and seamless offering to CCUS markets. Technip Energies and Shell Cansolv® are also jointly building a fleet of pilot carbon capture plants that we will offer to clients to demonstrate the efficiency and key features of this leading technology, while enabling a constant flow of operational data for our ongoing improvement efforts. In the second half of 2021, Technip Energies and Shell Cansolv® launched a new pilot testing campaign at FOV’s Oslo Waste to Heat Facility to test recent improvements that we had jointly developed.

We are rapidly expanding our CO<sub>2</sub> capture technology portfolio by scouting, analyzing and engaging with a growing number of technology providers in the climatch ecosystem to select the best technologies for today and tomorrow and onboard them onto our portfolio. To that effect we are leveraging our global expert network, our laboratory facilities in the USA and Europe, our technology co-development and commercialization experience and our affiliation with leading technology institutions such as MIT in the USA and the CEA in France. We have recently signed a Memorandum of Understanding with Svante, the developer of the leading next generation carbon capture technology based on innovative solid sorbents (Metal Organic Frameworks). Our aim is to build a close partnership with Svante and jointly improve the affordability of Svante’s solid sorbent technology and support its commercialization in the Europe Middle East Africa region. We have also signed a Memorandum of Understanding with Petronas Technology Ventures to co-develop its proprietary Cryomin Cryogenic and PN2 Membrane CO<sub>2</sub> separation technologies.



With regard to decarbonization, we are providing our energy industry skills, upstream and downstream experience and expertise at every stage of a project's development, from technology selection to actual project delivery. These include:

- Our experience in handling the CO<sub>2</sub> molecule through our historic presence in hydrogen and gas treatment. We have already built more than 50 facilities that remove and handle CO<sub>2</sub>;
- CO<sub>2</sub> flow assurance in onshore and subsea, which enables us to develop robust CO<sub>2</sub> collection and management infrastructures, clusters and hubs;
- Our engagement in the development of the Net-Zero Teesside and Acorn clusters in the UK starting at conceptual stages;
- Advanced modularization for offshore applications, which allow us to create compact and simplified productized capture systems in containerized and modularized frames to underpin advanced cost efficiency;
- Offshore floaters and offshore transfer of fluids, enabling us to develop integrated and distributed full chain – “source to sink” – solutions such as our Offshore C-Hub™ system;
- Master Planning of systems with tools that enable concept evaluation and selection with high efficiency. We have used these tools to develop our Gen-CAT™ CO<sub>2</sub> assessment tool;
- LNG Loading Systems and proprietary equipment, which we have used as the basis to develop liquid CO<sub>2</sub> loading arms and systems. We are supplying systems and loading arms to the Northern Lights Project in Norway as the world's first liquid CO<sub>2</sub> loading solution.

The nascent CCUS industry's challenges calls for a highly collaborative approach between all the stakeholders and close interaction with facility developers. Our capabilities include:

- Our advisory services arm Genesis, which engages with clients at the inception stage of their decarbonization journey to provide an understanding of the requirements and available solutions and assists them in making carbon conscious decisions when developing their decarbonization master plans;
- Technology focused feasibility studies for the selection of optimum technologies for each investment case;
- PMC services extended by our PMC business unit to support our clients throughout the life of their decarbonization investments, from framing to actual program delivery;
- Support in Project Financing by leveraging our track record, dedicated resources and close relationships with financial institutions; and
- Assistance in CO<sub>2</sub> storage pore space identification by using our key partnerships and our global network of engagements across the CCUS chain.

## 2.2.4. T.EN X CONSULTING & PRODUCTS

T.EN X Consulting & Products is a cross-markets business line regrouping different offerings (including consulting and products,) that by nature can serve multiple markets and benefits from being centralized in its organization. It provides transversal services to our projects (see section 2.3. Project Delivery).

We are focusing on extending to clients post EPC services with digitalized plant performance improvement, integration and O&M support platforms as well as “CCS and CCU as Service” where we would manage the full chain from source to sink or source to use for clients by taking full advantage of our capture technologies portfolio, leading expertise across the CO<sub>2</sub> transport and storage chain and the integrated management of a complete system and our partnerships portfolio.

While we continuously enrich our diversified offering and market positioning, during 2021 we have witnessed a remarkable acceleration in client engagement and project activity across the CCUS chain. This acceleration is progressively extending to all regions and subsegments leading to many prospective projects for Technip Energies in the coming years. As a result, the increasing role of CCUS in our proposal activities and backlog is increasing in visibility.

We believe that the first wave of CCUS investments will start in the frame of late 2022 to 2023 with a large increase to follow. With our Road Map, we are working in a focused manner to assure the best positioning and offering for Technip Energies in attaining a firm and leading position in this first wave and beyond.

### 2.2.3.4. Industries

#### Life sciences

We are applying our core capabilities and reinforcing our international footprint in Life Sciences, which is characterized by resilient customer spending with steady baseload demand and a surge in relocation. As we are already considered to be a leading Life Sciences engineering service provider in France, we are now seeking increase our international presence. We have a substantial track record with more than 300 biopharmaceutical facilities delivered worldwide.

In Agritech, we are building a flagship reference with Ynsect's second production unit for insect vertical farming. Agritech is yet another industry where we expect to leverage process scale-up-expertise to support value creation. Agritech is a fast-evolving market adapting to decarbonization and circular trends.

#### Mining, metals and nuclear

In mining, metals and nuclear, which are critical markets for energy transition due to the need to source rare raw materials, we have both proprietary technologies and references in base metals including lithium. We offer the highest standard of excellence with high-value services and proprietary technologies in copper, gold and potassium. We are able to provide high-value services for decarbonization and field architecture.

It comprises the following:

- Advisory & Digital services (including Genesis);
- Project Management & consulting;
- Equity linked services;
- Cybermetix; and
- Loading systems.

For a description of certain activities that are comprised within T.EN X Consulting & Products, see section 2.5. Research and Technology.

## 2.3. PROJECT DELIVERY

### 2.3.1. PROJECT DELIVERY SCOPE AND CAPABILITIES

Our approach to project delivery combines early engagement, engineering and process technology and know-how, helping clients model multiple development scenarios and project concepts in order to optimize the technological and design specifications given the site, end-market and other constraints and opportunities.

Most of our projects commence with early engagement. We believe this phase enables the Company to participate in value creation for our clients who can appraise and select the most compatible solution pre-FEED.

Once the most suitable technology and design solution has been identified, we apply our execution capabilities using our FEED and EPC services prior to initiating project delivery. By focusing on early engagement, we offer the potential for reduced project execution risk, with more adaptive lifecycle planning and scheduling, the combination of which can reduce overall CAPEX spend, allow tighter execution schedule and secure a lower carbon impact. Markets in which we deploy our project delivery expertise are discussed in section 2.2. Business lines to serve traditional and growth markets.

Our Project Delivery segment provides engineering and project management expertise as well as technology integration on complex projects. We target a balanced portfolio, apply diversified contract models and have a commercially selective approach. We provide engineering studies, Procurement and supply chain, Construction management, Advanced modularization, Commissioning and startup, Maintenance engineering and training as well as Transport and installation as further detailed in sections 2.3.1.1. to 2.3.1.7.

#### 2.3.1.1. Engineering studies

Our project-driven engineering capabilities includes engineering studies for process, HSE design, pressure vessels, rotating & package equipment, control system & instrumentation, electrical facilities, computing, piping, civil, structural & architectural, information management, document control, cost control and scheduling for facilities and revamps. Consistent with a data centric approach, engineering studies are managed within Technip Energies and use powerful proprietary engineering tools and work processes.

Depending on the nature of the project and our involvement, we will provide some or all of the following engineering studies:

- Basic Engineering Design (BED) which includes all basic studies required to support a Basic Engineering Design Package (BEDP) containing all data needed by a competent contractor to perform the detail engineering. Basic engineering studies may consist of consolidating a process package initiated by an external process licensor;

- Front End Engineering Design (FEED) covers mechanical data sheets of the main equipment, starting from the process specifications issued during the BED and incorporating the specific requirements of codes and standards to be applied to the project. It also includes, amongst other items, the preparation of tender packages for the main equipment as well as all studies to be performed before ordering the main equipment. A FEED study facilitates an accurate cost estimate, provides a technical appendix to an EPC contract and makes it possible to obtain firm, reliable and comparable offers. FEED studies also help mitigate the EPC risk by ensuring that there is a comprehensive basis for execution of the EPC phase of the project. In carrying out our FEED studies, whether for our traditional markets or for energy transition projects, our aim is to deliver engineering packages that meet a client's objectives and for which we have received stakeholder participation during its definition so as to provide a complete basis when proceeding to the project delivery phase. Due to our selective approach on projects, there will be times where we will not seek to secure the EPC work. However, by having delivered a complete FEED package, we will have insured that a proper foundation has been laid for the successful construction of a project, thereby securing future opportunities to bid on and collaborate on other FEED studies and EPC projects; and
- Detail Engineering includes, among other items, the purchasing of equipment (main and bulk) as well as all required construction documents and drawings up to AFC (Approved for Construction) stage for the construction. Cost and schedule control are also included within its scope, Project sequences simulation are also carried out to anticipate criticalities and priorities in the execution strategy and support the Advanced Work Packaging powered by our proprietary software 4DMS. Startup procedures are also devised at this stage.

#### 2.3.1.2. Procurement and supply chain

Our sourcing and procurement professionals have extensive experience and know-how in sourcing and procurement which are key to meeting a client's key priorities, deadlines, and specifications. We have developed a proprietary e-procurement tool to manage the procurement cycle from information requests and clarification of offers to purchase orders. We can help develop proposals and project strategy input. We also manage procurement execution, logistics operations as well as supplier quality and quality control surveillance.

Sourcing and Procurement is a global function operating through corporate teams located in Rome and Paris, with other teams located in Houston, Delhi and Kuala Lumpur. The set-up enables us globally to leverage the supplier base and provide services to local operations where the majority of EPC projects are executed.



Our integrated Corporate teams are organized to best leverage the supply market, managing the majority of the global spend as well as the relationship with Technip Energies “Top Suppliers”.

In line with the Company’s objective of optimizing its supplier base and increasing effectiveness of the operation, a further optimization of the organization and work processes has been implemented in 2021 by globalizing:

- Purchasing of piping and valves for the entire Group, leveraging quantities, optimizing workload and prices across the Group;
- Contracting of transport service order with international Freight Forwarders; and
- Quality control and surveillance of supplier at shops following the footprint of our supply chain.

As we do business, we aspire to develop business relationships with like-minded suppliers, and sub-contractors who are guided by set of principles of business conduct similar to Technip Energies. We do business only with those suppliers who are qualified by Technip Energies and consequently comply with our Company’s fundamental beliefs. We regularly assess the performance of our suppliers to ensure they meet our standards and expectations in the delivery, quality, and response to supply chain matters. We actively assess and monitor our suppliers’ compliance with rules, regulations, principles, and guidelines relating to modern slavery, sustainability, human rights, anti-bribery, tax evasion, and data protection, amongst others. See section 3.4.3. Human rights.

We have also continued to work in order to improve our work-process and tools to cope with the constraints imposed by COVID-19 pandemic: a global re-engineering of inspection and site-assistance has been implemented through remote supplier inspection and remote site assistance.

To address the COVID-19 pandemic we have conducted a financial assessment of our top 70 industrial suppliers in the second quarter of 2020 to assess their potential risk exposure. We have also continuously monitored with our suppliers the COVID-19 pandemic’s impact, defined backup plans and implemented remote expediting and remote inspections to overcome restriction on travel.

Worldwide inflation is having an impact on the materials that we use. See section 4.3.2.1. Inflation in the price of project inputs.

### 2.3.1.3. Construction management

Construction management is at the core of our competencies and has allowed us to deliver complex projects worldwide, including Prelude FLNG (Australia), Yamal LNG (Russia), the Midor Refinery (Egypt), Etileno XXI (Mexico), Koniambo (New Caledonia), Neste (Singapore), Jubail Refinery (Saudi Arabia) and Aasta Hansteen Spar (Norway).

Our construction capabilities allow us to provide an integrated scheme involving construction in the early phases of projects for turnkey delivery, with safety and quality always at the heart of our priorities. Our ability to define an optimized construction strategy at early stage through optimized cross-collaboration between Construction, Engineering and Procurement are key to project execution.

We design customized construction strategies to suit the size and complexity of each project we manage, and we leverage our center of expertise to support projects and construction teams with technical services and construction studies, allowing each project to benefit from the highest technical skills and capabilities. Additionally, our Construction Methods Center drives innovation to continuously improve our construction delivery, through the identification of new technologies, enhancing our work processes and construction systems. We have developed and deployed our proprietary software EasyPlant™, an in-house construction web-based application managing the entire construction lifecycle, our 3D Construction and Workfront Management systems combined with advanced BI (business intelligence) allow us to visualize, plan in anticipation and control all construction activities, supporting Advanced Work Packaging best practices.

### 2.3.1.4. Advanced modularization

Advanced modules for offshore and onshore and existing infrastructure revamps bring a standardized and lean design approach, thereby improving project economics and optimizing performance and are used for gas processing, utilities management, low manned to unmanned options and decarbonization. For the traditional offshore market, we have also capabilities including lay out and modularization, HSE design, weight and center of gravity management and transport and installation. We bring yard management expertise and harsh environment experience. We have also developed a Megamodule™ concept which optimizes project economics.

### 2.3.1.5. Commissioning and startup

Technip Energies is recognized as a leader in commissioning which is key to ensuring safe plant delivery to clients. Our expertise covers home office preparatory works and site pre-commissioning, commissioning, startup, initial operation, as well as maintenance and training. Our completion management system powered by the in-house EasyPlant™ web-based application allows us to control the entire productive production chain.

Our Smooth Startup program identifies from the early engineering phase all corrective actions coming from feedback and failure mode analysis with a special focus on the first startup. It aims at minimizing or eliminating the possible causes of unplanned shutdowns to achieve stable operations and production. In addition, pre-startup safety review is applied to all projects to deliver not only a plant built to project design and standards but one that can be started up safely.

### 2.3.1.6. Maintenance engineering and training

We develop several maintenance programs and deploy a variety of integrated maintenance tools and techniques to increase the probability that equipment or systems will perform correctly over an extended lifecycle.

These services include specialized job training, customized training solutions, and dynamic operator training simulation (OTS).



### 2.3.1.7. Transport and installation

We have experience in addressing the challenges of sea transportation and installation through our naval engineering, marine operations, and logistics expertise. We have developed concepts and create detailed engineering plans to help clients find transport and installation systems and act

as the link between design teams, vessel owners and construction yards to identify the right vessel and provide information on modules to be transported.

This logistics experience has enabled us to ship 142 modules from Asia to Siberia for the Yamal LNG project. Today we are using this experience to address offshore wind market.

## 2.3.2. MAIN PROJECT DELIVERY PROJECTS UNDER EXECUTION IN 2021

Below are the main Project Delivery projects in the execution phase by revenue contribution during 2021.

### Arctic LNG 2 Project in Russia

An Engineering, Procurement and Construction contract for Novatek executed with our partners for the Arctic LNG 2 project located in the Gydan peninsula in West Siberia, Russia. This development consists of three liquefied natural gas trains, each with a capacity of 6.6 million tons per annum, which will be installed on three gravity-based structure platforms. We are executing this project on a lump sum and reimbursable basis, which covers the EPC of the three LNG trains and associated topsides. These are being manufactured on a modular basis in Asian and Russian yards.

### BP Greater Tortue Ahmeyim development FPSO in Mauritania and Senegal

An Engineering, Procurement, Construction, Installation and Commissioning for BP for a floating production storage and offloading unit. The Tortue FPSO will be a new-build facility, spread moored in water depth of 120 meters, located on the Mauritania and Senegal maritime border approximately 40 km off the West coast of Africa. The Topsides production facilities will be sized to handle ca. 500 MMscfd of production fluids and include fluid reception, gas/liquid separation, gas conditioning, condensate removal and stabilization.

### North Field East Project in Qatar

An Engineering, Procurement, Construction and Commissioning contract for Qatar Energy (formerly Qatar Petroleum) executed with our partner for the onshore facilities of the North Field East Project (“NFE”). This project covers the delivery of 4 mega trains, each with a capacity of 8 million tons per annum of Liquefied Natural Gas (“LNG”), and associated utility facilities. It includes a large Carbon Capture and Sequestration facility, leading to more than 25% reduction of greenhouse gas emissions when compared to similar LNG facilities. The new facilities will receive approximately 6 billion standard cubic feet per day of feed gas from the eastern sector of Qatar’s North Field, which is the largest non-associated gas field in the world. The expansion project will produce approximately 33 million tons per annum of additional LNG, increasing Qatar’s total production from 77 to 110 million tons per annum.

### BAPCO Sitra refinery expansion in Bahrain

An EPC contract for Bahrain Petroleum Company (BAPCO) executed with our partners for the BAPCO Modernization Program. The project is located on Bahrain’s Eastern coast and entails the expansion of the capacity of the existing Sitra oil refinery from 267,000 up to 380,000 barrels per day, improves energy efficiency and the valorization of the heavy part of the crude oil barrel (bottom of the barrel), and enhances products slate and meeting environmental compliance.

### Sempra LNG’s and IEnova’s Energía Costa Azul LNG Facility in Mexico

An EPC contract for Sempra LNG and Infraestructura Energética Nova, S.A.B. de C.V. (IEnova) at their Energía Costa Azul (ECA) liquefied natural gas (LNG) facility in Baja California, Mexico. The project is adding a natural gas liquefaction facility with nameplate capacity of 3.25 million tons per annum to the existing regasification terminal using a compact and high efficiency mid-scale LNG design.

### Coral South FLNG project offshore in Mozambique

An EPCIC for CORAL FLNG SA executed with our partners for the Coral South FLNG facility. The floating liquefied natural gas facility is designed to produce close to 3.4 million tons per annum of liquefied natural gas and will be moored in water depth of 2,000 meters in the Area 4, offshore Mozambique.

### MIDOR refinery expansion and modernization in Egypt

An EPC contract for Middle East Oil Refinery for the modernization and expansion of its existing complex near Alexandria, Egypt. This EPC contract covers the debottlenecking of existing units as well as the delivery of new units including a hydrogen production facility based on our proprietary steam reforming technology, as well as various process units, interconnecting offsites and utilities. The modernized complex will exclusively produce Euro V products, with a 60% increase in the refinery’s original capacity to 160,000 barrels per day of crude oil.



## Projects Delivery – Adjusted IFRS

<i>(In € millions)</i>	2021	2020%	Change
Revenue	5,364.4	4,953.9	8.3%
Recurring EBIT	342.0	326.4	4.8%
Recurring EBIT Margin %	6.4%	6.6%	(20) bps

Financial information is presented under adjusted IFRS framework, which records Technip Energies' proportionate share of equity affiliates and restates the share related to non-controlling interests (see section 2.6. Operating and financial review), and excludes restructuring expenses, merger and integration costs, and litigation costs.

## 2.4. TECHNOLOGY, PRODUCTS AND SERVICES

Activities within the Technology, Products and Services (“TPS”) segment, encompassing proprietary technologies and equipment, consulting services as well as the sale of products, are typically shorter cycle than those provided within Project Delivery. As such, Technology, Products and Services' contribution to Technip Energies' backlog is, by nature, lower than its contribution to total company revenues. While both segments have clear cross synergies leveraging technological knowledge and project execution capabilities, Technology, Products and Services offers a differentiated risk and reward profile through its proprietary technologies, products and higher value service lines as evidenced by the 110 basis point 2021 profitability difference.

Technologies, Products & Services includes the following activities:

- Process Technologies and proprietary equipment;
- Services / man-hours businesses (Genesis consulting & various services, PMC); and
- Products (Loading System and Cybernetix).

### 2.4.1. PROCESS TECHNOLOGIES

Our portfolio of proprietary process technologies and our experience in the commercial application of these and other licensed technologies provide opportunities for early involvement in projects that otherwise use our range of project delivery capabilities.

We develop, design, commercialize, and integrate a wide range of technologies to complement and expand our offering, and have experience in the commercial application of breakthrough technologies, which offers clients the advantage of an extensive portfolio of technological options for their processing projects. Our differentiating portfolio includes technologies in gas monetization, refining, petrochemicals and fertilizers, hydrogen and sustainable chemistry.

In gas monetization, we have experience in delivering plants using Sasol's “Slurry Phase Distillate” technology, and we have provided FEED for the Fischer-Tropsch section of more than 60% of commercial coal-to-liquids and GTL capacity worldwide.

In refining, we are capitalizing on our technological expertise and refinery consulting services and can provide a selection of appropriate technologies to meet specific project and client applications. These technologies result in direct benefits to the client, such as emission control and environmental protection, including hydrogen and carbon dioxide management, sulfur recovery units, water treatment, and zero flaring. With a track record of executing refinery optimization projects, we believe we have experience and competence in relevant technological fields in the oil refining sector.

In petrochemicals and fertilizers, we license a portfolio of chemical technologies based on processes developed through our own research and development programs, as well as through long-standing alliances and relationships

with leading manufacturing companies and technology providers. In ethylene, from conceptual design and licensing through construction and commissioning, we are a leader in the ethylene industry with a portfolio of 150 grassroots plants and a large number of modernizations. Thanks to a variety of associated proprietary technologies, we offer ethylene producers the ability to meet tough production challenges, reduce capital costs of new furnaces and improve operational efficiency of existing furnaces. The furnace technologies contain a wide range of design options for reliable, flexible and highly selective solutions to meet stringent environmental regulations and the operational needs of customers.

We have research centers to develop and test technologies for polymer and petrochemical applications, where fully automated pilot plants gather design data to scale-up processes for commercialization.

In sustainable chemistry, we have developed or acquired technologies such as first generation ethanol technology; ethanol to ethylene (Hummingbird technology); glycerol to epichlorohydrin (Epicerol® technology); and bio-based/bio-degradable plastics based on our proprietary Zimmer technologies. Amongst our proprietary technologies are Technip Zimmer polyesters technologies (relating to polyethylene furanoate, polytrimethylene terephthalate, polybutylene adipate terephthalate and polybutylene succinate). Underscoring its attractiveness as a technological solution for epichlorohydrin, according to a technology assessment and analysis performed by Solvay, Epicerol® technology represents an investment of 30% less CAPEX versus traditional propylene-based processes, but yielded 61% less direct and indirect greenhouse gas emissions, and represented a 57% decrease in energy consumption.



## 2.4.2. GENESIS

Genesis is leading consultant to the energy industry, providing its clients with technical solutions and strategic advice to help them make robust decisions, making us the industry's trusted advisor on the journey to a sustainable future. For more than 30 years, Genesis has assisted energy companies to maximize the value of their assets across the full lifecycle, providing impartial advice to their clients. Genesis activities are divided into two business streams – traditional hydrocarbon services, where the focus has shifted to enabling clients to develop and operate their assets in a carbon conscious and digital manner, and energy transition and Diversified Services, which is the development of several service lines focused on the new energies market, digitalization and strategic consulting.

The hydrocarbon stream specializes in the early phase study of upstream field development and has more recently extended its offering to midstream and downstream. Advice is provided across both the project and operational lifecycles, where our expertise, tools, and processes assist customers in making robust and carbon conscious investment decisions.

Through Genesis' energy transition and diversified services stream, we have developed significant expertise related to the energy transition and climate change adaptation. Genesis has been engaged in CCUS, or sequestration, which involves the study and technical development of the permanent disposal of CO<sub>2</sub> into depleted reservoirs or saline aquifers, primarily to reduce CO<sub>2</sub> emissions and comply with climate change legislation. Recently, Genesis has been at the forefront of studying several potential CCUS hubs in the UK.

## 2.4.3. PROJECT MANAGEMENT CONSULTANCY (PMC)

Capitalizing on project management core competencies, we provide a range of project management consulting services. PMC services allow our clients to achieve investment and safety objectives, as well as de-risk execution from technology selection to final delivery. This work is typically delivered on a reimbursable basis, providing us with a high-value and low-risk stream.

Furthermore, PMC grants Technip Energies early access to clients in the initial stages of their projects by providing services focused on implementation of transparent, auditable governance processes, thereby enabling such projects to build a positive international reputation and bankability. In addition, our early engagement supports Technip Energies brand recognition in diverse markets, with varied clients, and provides an opportunity for pull-through of additional workstreams for Technip Energies. Technip Energies' PMC serves clients in multiple sectors including oil & gas, energy

Genesis has also studied many examples of other applications of decarbonization and emissions reduction, such as the electrification of assets or the blending of hydrogen into fuel gas. Genesis has also developed a significant capability in hydrogen, both blue and green, and associated products such as ammonia. This means that Genesis is an integrated energy system advisor, with the ability to advise on topics encompassing energy generation source, the energy transportation vector and the end-product.

Genesis has capitalized on its strong ESG consulting capability and technical know-how to advise its clients towards net-zero and assist them in developing projects with the best energy efficiency to environmental impact ratio. To support this aim, and through its growing digital capability, Genesis has developed its proprietary Gen-CAT™ tool that focuses on carbon assessment and carbon emissions management and studying the lifecycle assessment of clients' facilities, i.e., modeling the overall environmental impact of a given plant throughout its life cycle, and assisting clients to improve the energy efficiency of their operations. A component of its Ultra Front End™ Suite (UFE™), it enables a greater level of collaboration with customers as they evaluate their asset development opportunities. Looking forward, Genesis aims to combine its deep technical knowledge with a new strategic consulting offer to provide more holistic business advice to clients and to diversify into new sectors.

transition, mining & metals, fertilizer, infrastructure through early engagement till asset commissioning, operations, and maintenance.

We have grown our PMC business organically from a standing start eight years ago. We have now carried out approximately 11 million man-hours working for our customers, including large roll-on projects such as Petronas' Refinery and Petrochemical Integrated Development in Malaysia. Recent activity levels have been approximately 1.5 million man-hours a year, and we aim to double this over the medium term. As part of our services business, Technip Energies conducts FEED studies that provide clients with the precise technical definition of a future facility and which are used by PMC where it is tasked with supporting the construction phase of a given project.





## 2.4.4. LOADING SYSTEMS

Loading Systems provides land-based and marine-based loading and transfer systems services to the oil and gas, petrochemical, chemical and decarbonization industries using articulated rigid loading arms and swivel joint technologies. While its marine systems are typically constructed on a fixed jetty platform, we have developed – and are now the leader in – advanced loading systems that can be mounted on a vessel or offshore structure to facilitate ship-to-ship and tandem loading and offloading operations in open seas or exposed locations. Loading Systems has pioneered cryogenic loading arms necessary for the transport of liquefied gases such as LNG, emergency release systems (ERS) and quick connect/disconnect couplings (QC/DC). Our patented technology can be applied in exposed locations to enable offloading with permanent movements, helping clients reduce costs for breakwater. We have also developed the first electric marine loading arm, the first automatic connection and the EasyDrive, an enhanced solution to improve the manipulation and connection of the arm. We

have been awarded the world's first CO<sub>2</sub> loading arms for an iconic project in Norway and we are developing products and services to help the industry address the energy transition.

Our worldwide service network consists of professionals based in locations across the globe who ensure a close, personal approach to each client to meet their needs. Our services include:

- Highly trained field service technicians for installation, commissioning and maintenance;
- Preventive maintenance inspections;
- Modular or tailor-made training programs;
- Large range of supplies for new and long-lived systems spare parts;
- Upgrade, repair and revamp expertise; and
- Digital services solutions (e.g. remote inspections with connected glasses).

## 2.4.5. CYBERNETIX

The Company provides robotics, asset monitoring as well as Non Destructive Testing (“NDT”) and material testing solutions for harsh environments to support clients optimizing the performance of, and minimizing the risk to, their assets.

Cybernetix has matured a portfolio of robotic solutions combining its expertise in hardware and software for a wide range of industries such as nuclear, oil & gas, offshore wind or aerospace. These solutions can be deployed to de-risk and enhance the efficiency of EPC project execution. For example Cybernetix tools and services have been used for the inspection of Eni's Coral FLNG. Cybernetix is also commercializing a complete solution for inspection, maintenance and repair, leveraging its proprietary software supervision Cyxense Commander which is used to remotely control an heterogeneous fleet of robots. Cybernetix has also developed a wide range of proprietary third party robots.

Cybernetix also supplies high end monitoring solutions for onshore or offshore applications, including for process monitoring or integrity monitoring. As part of its portfolio, Cybernetix also commercializes monitoring systems for mooring systems for oil & gas and offshore wind applications, risers, cables or flowlines, as well as non-intrusive pressure and temperature monitoring or acoustic leak and impact detection systems.

Finally, Cybernetix supplies high end material testing services leveraging its expertise in NDT in order to predict complex materials behavior, and specifically composite materials, in harsh environments.

Cybernetix brings a robotic content and future technologies content to Technip Energies which can be utilized to improve the performance of the plants we deliver to our customers.

## 2.4.6. MAJOR TPS HIGHLIGHTS IN 2021

Listed below are the key Technology, Products and Services projects highlights for 2021.

### Technology highlights

#### Technip Energies and Shell Catalysts & Technologies test latest Cansolv CO<sub>2</sub> capture technology improvements

Jointly developed improvements on the Cansolv CO<sub>2</sub> Capture technology are being tested in a pilot plant campaign at Fortum Oslo Varme's Klemestrud Waste to Energy plant. Cansolv is a Shell group trademark.

#### Exclusive joint development agreement with Siemens Energy

The companies will jointly develop, commercialize, and license the Rotating Olefins Cracker (ROC) technology to decarbonize olefin production processes.

#### Memorandum of Understanding to further develop Svante's solid sorbent carbon capture technology and provide integrated solutions from concept to project delivery

The partnership will explore opportunities in Europe, Middle-East and Africa (EMEA) and Russian Federation markets where Svante's technology would be selected by end Clients for industrial carbon capture projects, including cement & limestone, blue hydrogen, refineries, petrochemicals, steel, ammonia and pulp & paper facilities.

The cooperation will be worldwide for blue hydrogen plants using Technip Energies' Steam Methane Reformer (SMR) technology.



### Technip Energies and Petronas join forces to accelerate the development of carbon capture technologies

Heads of Agreement (HOA) establishing a strategic collaboration framework for the further development and commercialization of carbon capture technologies. These include Petronas' Rotating Pack Bed assisted cryogenic CO<sub>2</sub> recovery technology (CryoMin), and membrane based CO<sub>2</sub> recovery technology (PN2).

### First Hummingbird® catalyst supply agreement with LanzaJet Inc. (U.S.)

The ethanol-to-ethylene catalyst will be used in LanzaJet's first commercial demonstration scale integrated biorefinery at its Freedom Pines Fuels site in Georgia.

### Technip Energies, IBM and Under Armour form joint venture to advance the possibilities of plastics recycling technology

Joint venture agreement to build and commercialize a new recycling framework and circular economy for polyethylene terephthalate (PET), which is commonly used in the manufacture of synthetic fibers, plastic bottles, and rigid food packaging.

### Strategic partnership with SYNOVA

Using Technip Energies' leading purification technologies and SYNOVA's advanced plastic waste-to-olefins technology, the partnership aims to commercialize a complete solution for plastic waste back to plastic via a steam cracker.

### New pilot plant now operating at Technip Energies Weymouth Research Center (United States)

A new demonstration reactor, designed to evaluate specific process conditions for operation with our partner Clariant's catalyst, is now operating at our Research Center in Massachusetts. The reactor is designed to demonstrate their new AcryloMax® catalyst for producing acrylonitrile, an ingredient used to create fibers for light weight, high strength aerospace components.

### Bora LyondellBasell Petrochemical Co. Ltd's ethylene plant (China)

Performance guarantees reached at the 1,000 kta liquid ethylene plant. Technip Energies provided the proprietary technology and process design for the facility.

## Technology, Products & Services (TPS) – Adjusted IFRS<sup>(1)</sup>

<i>(In € millions)</i>	2021	2020	% Change
Revenue	1,302.8	1,060.6	22.8%
Recurring EBIT	119.3	86.0	38.7%
Recurring EBIT Margin %	9.2%	8.1%	110 bps (2)

(1) Financial information is presented under adjusted IFRS framework, which records Technip Energies' proportionate share of equity affiliates and restates the share related to non-controlling interests (see section 2.6. Operating and financial review), and excludes restructuring expenses, merger and integration costs, and litigation costs.

(2) Basis points.

## Products highlights

### Loading Systems will supply the world-first liquefied CO<sub>2</sub> Marine Loading Arms

As part of the Northern Lights carbon capture project in Norway, the offloading solution will be installed in Norway and will consist of three Marine Loading Arms fully qualified to transfer liquefied CO<sub>2</sub>. They will be equipped with Technip Energies Loading Systems' enhanced connection solution, the Easydrive.

### Hong Kong offshore LNG project (Hong Kong)

Loading Systems shipped 12 loading arms.

### Services and other highlights

#### Strategic alliance with TÜV Rheinland

This 5-year alliance will offer Project Management Consulting Services to clients in the infrastructure, energy, chemicals and mining & metals industries.

#### Project Management Consultancy for offshore wind farm (France)

Provision of services to Vulcain Engineering relating to the development and the operation of an Iberdrola-operated offshore windfarm in France.

#### Carbios demonstration plant (France)

Inauguration of demonstration plant for Carbios's enzymatic PET recycling process where Technip Energies provided process development and industrialization services.

#### KOC frame agreement (Kuwait)

Kicked-off new FEEDs; building and strengthening long-term relationship under the frame agreement.

## 2.5. RESEARCH AND TECHNOLOGY

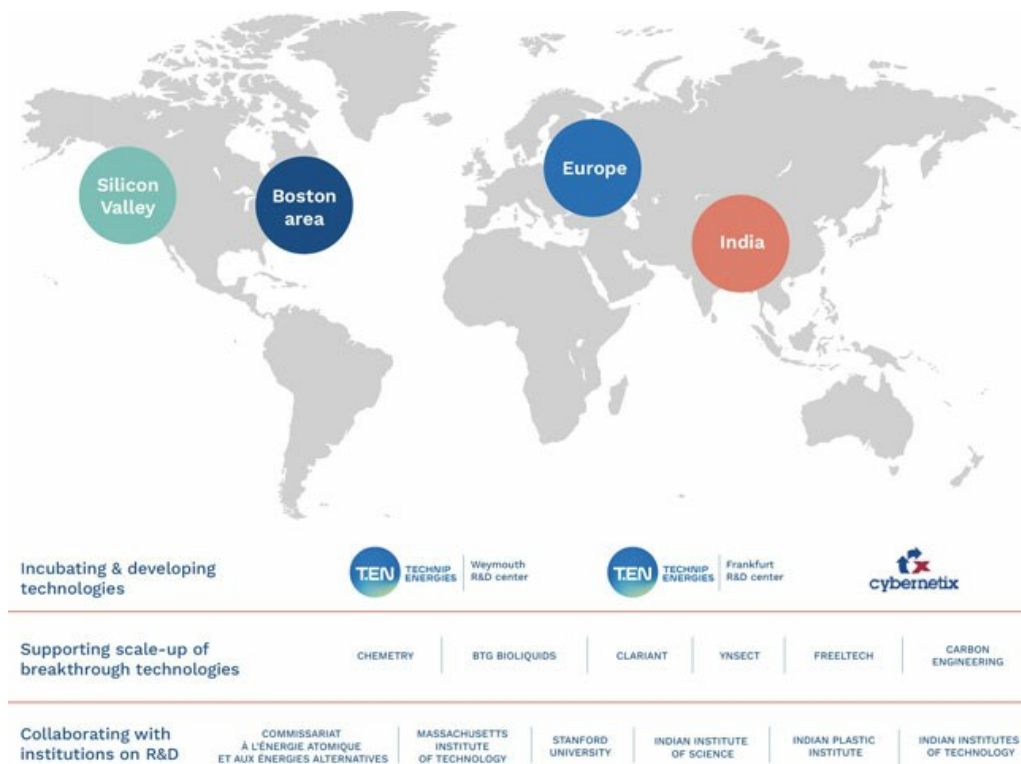
### 2.5.1. R&D AND INNOVATION

We are engaged in research and development (“R&D”) activities directed towards the improvement of existing technologies, products, and services, the design of specialized products to meet customer needs, and the development of new products, processes and services. Research and innovation are at the heart of our strategy and we have appointed a Chief Technology Officer, Ms. Cai, who is also a member of our Executive Committee.

In line with the four strategic domains of our energy transition strategy our R&D spending is being redirected to the decarbonization of our existing process technology offering and to new clean technologies participating to the decarbonization of the global energy system and to

circularity. Through a combination of features including improved process efficiency, process electrification, fuel substitution and carbon capture, decarbonized technologies enable our customers to reduce the carbon footprint of process operations in the short to mid-term in existing and new facilities. In addition, a substantial portion of the R&D portfolio spend is directed to the development and commercialization of new technology solutions, such as in renewable fuels and sustainable chemicals, carbon capture and utilization, plastic and waste recycling and renewable or low carbon energies such as offshore wind and green and blue hydrogen.

#### Propel Innovation via platforms in Key Ecosystems



We have set up dedicated R&D product lines with Technology Portfolio leaders as follows:

- LNG;
- Hydrogen;
- CO<sub>2</sub>;
- Sustainable Fuels, Chemicals and Circularity; and
- Floating.

Technical expertise is made available to Business Lines (BL) through the Technology Portfolio leaders in the CTO organization and through experts located in Operating Centers.



### 2.5.1.1. R&D footprint

Innovation is central to our success, with our laboratory and engineering centers working to add strength to our technology offering. Technip Energy's R&D footprint includes:

- A laboratory in Weymouth, MA, United States, which focuses on testing and developing process technologies used in petrochemical, and sustainable chemical applications. The facility operates fully automated pilot plants that test catalysts and gather design data required to scale-up processes to commercialization. This expertise allows us to accurately evaluate a technology to determine its technical and economic viability;
- A laboratory in Frankfurt, Germany, which is principally focused on polymer, sustainable chemistry and plastic waste recycling. The Frankfurt laboratory develops and pilots polymer recipes and processes and has the key expertise to demonstrate new sustainable chemical and polymer solutions;
- A burner test facility in Rotterdam, The Netherlands, where we test prototypes of our low nitrous oxide (NOx) burners for Hydrogen Reformers and Ethylene Furnaces. We have been successful in testing pure hydrogen burners, which are a required step in decarbonizing existing industrial facilities;
- A laboratory pilot testing facility located in Tuticorin (Tamil-Nadu, India). With more than 570 phosphates analyzed or tested and more than 1,300 test runs, it is a key tool for designing phosphoric acid and phosphates units through characterization of phosphate rocks feedstock. As of today more than 80 units have been designed from lab tests;
- Engineering and R&D-focused centers in various worldwide locations. The diverse expertise and proximity to markets and access to technology partnerships add significant strength to Technip Energies' R&D efforts.

### 2.5.1.2. Open innovation

Open Innovation with industry partners and technology startups also represents a substantial portion of our R&D project portfolio. Through these collaborations, complementary expertise is combined into new technology solutions and can accelerate the execution of a development project, thereby reducing the time to commercialization and the risk and development cost for Technip Energies.

New technology collaborations are established through existing relationships within the industry as well as through association with academia and research institutes. Some examples of major active innovation projects are:

- Collaboration with Clariant for the development and commercialization of various catalytic technologies such as EARTH<sup>®</sup> and acrylonitrile. EARTH<sup>®</sup> development was launched in 2018 and has been selected for a number of commercial projects. The acrylonitrile pilot plant is located in our Weymouth laboratory and has concluded its first successful demonstration runs;

- Collaboration with Siemens in the development and commercialization of a Rotary Olefin Cracker (ROC) which is a step-out technology in decarbonizing ethylene production, enabling electrification of the process at higher process efficiency and productivity;
- Work carried out with BTG Bioliquids B.V., on joint engineering, procurement and modular construction based on its Fast Pyrolysis Bio-Oil technology. The first commercial plants were completed in 2021;
- A joint venture with IBM and Under Armour for the development and marketing of PET recycling and upgrading technology. The technology, which is based on intellectual property originated with IBM, is being developed in our Frankfurt R&D facility;
- Several projects for Hummingbird ethanol to ethylene technology. The technology was acquired from BP and has successfully moved to the commercial stage, with catalyst performance and improvement work being carried out in our Weymouth R&D facility;
- Collaboration with Agilyx for development of polystyrene recycling technology, combining Agilyx's technology in waste conversion with Technip Energies' expertise in styrene and polystyrene integration;
- Membership in the Massachusetts Institute of Technology's (MIT) Industrial Liaison Program through our Boston office with the aim of sourcing development and commercialization opportunities in innovation and R&D areas of interest, including by accessing webinars and conferences which allow interaction with the startup community;
- Affiliate member of the Stanford Energy Corporate Affiliates (SECA) Hydrogen Initiative supported by our Claremont, CA, Office which fosters interaction with other energy community participants including through webinars, workshops and specific research in the field of hydrogen;
- Collaboration with the *Commissariat à l'énergie atomique et aux énergies alternatives* in France on innovation and technology since 2011, with the current focus being energy transition and digital;
- Our India operating center has collaborated with institutes such as the Indian Institute of Petroleum (IIP) at Dehradun, the Indian Institute of Science (IISc) at Bangalore and the Indian Institute of Technology (IIT) in Bombay as well as highly respected R&D centers of several major Indian corporations, including Indian Oil Corporation Ltd R&D, Bharat Petroleum Corporation Ltd. R&D and Hindustan Petroleum Corporation Ltd. R&D;
- Collaboration with Synova in mixed plastic waste recycling, combining waste conversion technology with solutions to integrate recycled products into industrial applications; and
- Collaboration with Carbios in demonstrating its enzyme based polyester recycling technology.



## 2.5.2. DIGITALIZATION

### Digitalize to decarbonize: digital as a powerful driver for the energy transition

We have long recognized digital as a major driving force to increase efficiency and productivity and create new business opportunities. As the energy industry undergoes its most significant transformation to date, digital is now much more than an opportunity for increasingly efficient and flawless operations. Digital tools and technologies are now inextricably linked to the energy transition and ‘digitalize to decarbonize’ is an accelerator to drive towards carbon neutrality – powered by accessible and trustable data, and increased connectivity.

The road map for Company’s digital journey is centered around three strategic goals:

- Build on our data and digital foundations to become a data centric company, with a strong data culture, and thus create more business value with our data;
- Establish digital project execution as a competitive differentiator; and
- Become a leader in digital services for the energy transition, with a proposal covering the entire plant life cycle.

### Data: the backbone of the digital transformation

Rigorous, well-used data can drastically increase efficiency and bring new growth opportunities through digital products. For engineering and technology organizations like Technip Energies, achieving this requires a shift from a document-and-tool-centric approach to a fully data-centric approach around processes. In practice, this means streamlining all dataflows and connecting all key applications with the relevant digital infrastructure across the enterprise: creating a single source of information that all stakeholders can access, enrich, and utilize.

Easy access to past project data for smart estimation of future projects, data integration for painless reporting, improved KPI monitoring, and insights for plant performance management – including greenhouse gas emissions reduction – powered by new technologies such as AI (artificial intelligence) are just a few of the benefits brought by efficient data management.

To support our ambition, we are implementing a Data Office with the mission of ensuring that a robust Data Governance is implemented across all domains. It will also promote a Data Culture through communities and training programs. A Data upskilling program is being designed to upskill a first group of employees into Data Scientists in 2022. Our Data Office will also be working to identify and prioritize use cases on data such as AI (Artificial Intelligence) applied to solve specific business problems.

### Project execution: digital by design to deliver new energy projects

Our history demonstrates that we can deliver projects efficiently. Building on this recognized expertise, we are deploying a toolbox of digital solutions to establish a truly differentiating digital project management practice, including ready to use typical libraries, standardized and digitalized processes orchestrated into one single project platform, and smart construction tools.

Our SPEED™ model takes system engineering to the next level, maximizing re-use opportunities on projects, which leads to significant reductions in cycle time. It is already in use in several process units including Carbon Capture and Storage (CCS), Hydrogen and Acid Gas removal – and it is being expanded to other priority technologies such as green hydrogen. This approach is increasingly relevant as we move to smaller size and energy transition projects, which require productization and repeatability. Our ambition at Technip Energies is to achieve the full harmonization of project methods and tools by the end of 2023.

When it comes to digital twins, we are already delivering structured project data environments, analysis of real time plant data versus theoretical dynamic simulations and advanced 3D plant visualization. We are also making progress towards defining – in collaboration with our clients – standard functional specifications for digital twins. Ultimately, our goal is to deliver digital twin-ready assets and plants, enabling smart operations.

### Beyond™ by T.EN: pushing the limits in digital services

Beyond™ by T.EN is the umbrella name for our full suite of digital services for the energy transition, throughout the life of a plant. “Beyond” conveys the idea of pushing the limits to transform our clients’ experience and meet their evolving needs, while transitioning beyond oil and gas and the EPC business.

We are building our services culture on strong foundations established over a 60-year period in the energy industry, while adopting a “startup approach” to develop digital products in an agile way that meet our clients’ requirements. A Digital Services Factory has been set up with agile product development teams to scale up and develop new digital solutions. The commercialization and marketing of Digital Services is led by a dedicated commercial team in close collaboration with local commercial teams in the business units.

We are expanding our existing suite of tools across the value chain:

- Gen-CAT™ is our proprietary carbon assessment suite for direct and indirect scopes 1, 2 and 3 emissions throughout full project life cycle and enables our clients to make carbon-conscious choices;
- Spyro® for Asset Management is a major advancement for ethylene plant operators based on real-time plant data advanced analysis combined with decades of technology expertise.

Beyond™ by T.EN also covers advanced robotic assistance for project delivery and operations, and includes Plant Operator Digital Simulator (PODS) – a leading-edge immersive and interactive in-house training solution combining an Operator Training System (OTS) with virtual reality, live interactions, and real-time process simulations.



## Digitalize to decarbonize: two transformations that go hand-in-hand

Our innovative digital and data-enabled solutions help us drive the journey towards a carbon-neutral future by supporting carbon-conscious choices, the optimization of our energy transition projects with digital by design approach, the

### 2.5.3. INTELLECTUAL PROPERTY

We own a number of patents, trademarks and licenses that are cumulatively important to our business. However, we do not believe that any single patent, or group of related patents, is currently of material importance in relation to its business as a whole. As part of our ongoing R&D focus, we seek patents for patentable aspects of our new products, product improvements and related service innovations, when and where we determine patent protection will provide meaningful value to Technip Energies and our business.

We hold more than 3,000 patents globally in 90 countries, of which 2,406 are granted and 654 are pending. Further, we license intellectual property rights to or from third parties.

## 2.6. OPERATING AND FINANCIAL REVIEW

*The following discussion and analysis should be read in conjunction with the rest of this Annual Financial Report, including the consolidated financial statements and accompanying notes and the auditor's report thereon, which are included elsewhere in this document. Except as otherwise stated, this Operating and Financial Review is based on the consolidated financial statements, which are prepared in accordance with the International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").*

**Rounding and negative amounts.** *Certain figures in this document, including financial data, have been rounded. Accordingly, figures shown as totals in certain tables may not be an exact arithmetic aggregation of the figures which precede them.*

*In preparing the consolidated financial statements, most numerical figures are presented in millions of euros. For the convenience of the reader of this document, certain numerical figures in this document are rounded to the nearest thousand.*

### 2.6.1. BUSINESS OUTLOOK

In terms of business outlook while there is greater geopolitical uncertainty arising out of the Ukraine war, our markets will nonetheless continue to evolve, driven by:

- Growth in energy demand with an increasing need for low-carbon and carbon-free energies;
- Our traditional customers transforming and becoming active players in the energy transition;
- New clients and new business models which are emerging; and
- Political and economic agendas which are accelerating towards a carbon neutral economy.

decarbonization of our flagship activities, and a data-driven approach to measure and improve ESG KPIs, such as scopes 1, 2 and 3 emissions.

Finally, are upskilling and reskilling our employees in energy transition and digital topics, while hiring talents from other industries to gain different perspectives.

We also own numerous trademarks and trade names and, have approximately 55 trademarks protecting our Digital solutions and services, as well as all our processes and products. There are 290 registrations and pending applications of trademarks and logos in 34 countries.

We attempt to monitor the activities of our competitors and other third parties with respect to their use of our intellectual property. When we deem it appropriate, we will enforce our intellectual property rights against infringers. Similarly, from time to time we receive allegations that we are infringing the intellectual property of others. From time to time, we pursue or defend our position in the appropriate courts if these disputes cannot otherwise be resolved.

*The percentages (as a percentage of revenues or costs and period-on-period percentage changes) presented in the textual financial disclosure in this document are derived directly from the financial information contained in the consolidated financial statements. Such percentages may be computed using the numerical figures expressed in millions of euros in the consolidated financial statements. Therefore, such percentages are not calculated on the basis of the financial information in the textual disclosure that has been subjected to rounding adjustments in this document.*

*In tables, negative amounts are shown between brackets.*

**Currency.** *All references in this section to "€" are to the single currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty on the functioning of the European Community, as amended from time to time. All references to "\$" are to the lawful currency of the U.S.*

Our core business increasingly require innovation to decarbonize. Beyond traditional markets, we expect to see electrification and ever-increasing momentum towards circularity, clean fuels and carbon-free solutions. See section 2.2. Business lines to serve traditional and growth markets.

This setting should translate into opportunities for 2022 and 2023. We are tracking more than €60 billion of prospects outside of Russia including a substantial pipeline of conventional market projects, the majority of which include a decarbonization element. Our assessment of the LNG opportunity set is that it remains significant, and we believe we are aligned with high quality prospects with strong economic foundations across different geographies.

Furthermore, the number of prospects may grow as a result of the Ukraine war which may accelerate the call for energy independence and the further promotion of energy transition.

The world's climate ambitions is also a key driver for our business as it reinforces the need for energy transition solutions. In 2021, we were awarded over 150 contracts – of various sizes – across the energy transition domain, up 45% year-over-year from 2021. While most are in the study phase and thus not significant in revenues at this stage, many

prospects are maturing, and our current two-year energy transition-related commercial pipeline – excluding LNG and excluding Russia – is €8 billion. We anticipate an inflection in energy transition Financial Investment Decisions in 2022 to be followed by an acceleration in 2023. We will maintain our selectivity approach in these new energy markets with opportunities in both Technology, Products and Services and Project Delivery, which we anticipate would translate into meaningful backlog additions in the coming years.

We provided on March 3, 2022, the following financial framework for 2022:



Financial information is presented under an adjusted IFRS framework, which records Technip Energies' proportionate share of equity affiliates and restates the share related to non-controlling interests, and excludes restructuring expenses, merger and integration costs, and litigation costs. Yamal net contract liability was expected to reduce to close to zero in 2022.

(1) Adjusted recurring EBIT: adjusted profit before net financial expense and income taxes adjusted for items considered as non-recurring.

For 2022 Adjusted Revenues, we are projecting a range of €5 to €5.5 billion in revenues. This is excluding the contribution of Russian projects currently in execution, which we anticipated at the start of the year would be approximately €1.4 billion of revenues, a substantial portion of which would be coming from Arctic LNG 2. Revenues from Russia may be impacted by the ongoing war and associated sanctions. 2022 revenues, excluding Russia projects, are expected to increase year-over-year notably due to the ramp-up of projects awarded during Q4 2020 and through 2021.

In terms of Adjusted Recurring EBIT, we expect a margin of at least 6.5%, which confirms the trajectory of the 2021 performance, and a 60+ basis points minimum increase versus the 2020 performance. This excludes the potential Adjusted Recurring EBIT contribution from projects under execution in Russia of approximately €70 million.

The key drivers influencing margin are as follows:

- We expect to sustain momentum and strategic growth focus in Technology, Products and Services – a segment that is accretive to Technip Energies Group margins, as demonstrated by a 9%+ full year 2021 profitability;
- We will continue to benefit from our SG&A cost base reduction and lean cost structure;
- Project Delivery should benefit from good execution from maturing projects moving towards their completion phases; however, a growing proportion of revenues will be coming from projects in their earlier phase – such as Qatar NFE, Energia Costa Azul and Borouge 4; and
- We expect the last remaining portion of the Yamal LNG contract liability to unwind in 2022.

Finally, we expect an effective tax rate – on an adjusted basis – in the range of 28% to 32%.

### Additional context related to Russia

Technip Energies is a global and diversified player with operations carried out in many countries, including Russia. As of December 31, 2021, approximately €3.8 billion or 23% of our backlog scheduled to be executed over the five-year period from 2022 to 2026, related to Russian projects. This would, almost exclusively, relate to Arctic LNG 2, which was awarded to us in 2019. Arctic LNG 2 revenues peaked in 2021, where it accounted for approximately 35% of revenues. Furthermore, as relates to the Arctic LNG 2 project, Technip Energies is in a positive cash flow position and has contractual protections which in the face of sanctions would serve to limit its exposure.

This was expected to decline significantly in 2022 (to approximately 20% of revenues, assuming no operational disruption to the project), with the trend continuing in 2023. This would lead to diminishing exposure to Russia over the coming years should we continue to be active in that country.

At the start of the year, the Adjusted Recurring EBIT contribution from Russian projects under execution was expected to be approximately 15% of total Adjusted Recurring EBIT.

In 2020 and 2021, new order intake from Russia has represented no more than 6–8% of total orders.

Technip Energies benefits from a strong balance sheet, positive project cash flows and relevant contractual protections, which together would limit our exposure to the ongoing situation.

The Company believes that it has the ability to continue delivering the projects in its diversified backlog and implementing its growth strategy in the energy transition. Our strategy is centered on helping our clients address the new energy challenges – and this is more relevant than ever as the current crisis will likely accelerate the energy transition and energy independence agenda.



## 2.6.2. CONSOLIDATED RESULTS OF OPERATIONS

### Components of results of operations

#### Revenue

The Company's principal products and services can primarily be categorized as either Project Delivery activities or Technology, Products and Services activities. See sections 2.3. Project Delivery and 2.4. Technology, Products and Services.

The Company's Projects Delivery business provides comprehensive EPC delivery capability globally. The Company's key capabilities leverage its operational and technical excellence as a global provider of EPC for the markets described in section 2.2. Business lines to serve traditional and growth markets.

The activities within the Company's Technology, Products and Services businesses are more versatile, combining proprietary technologies with associated licensing fees and equipment such as LNG Loading Arms and associated knowledge-based services into a global business for ethylene, refining, petrochemicals, inorganic and specialty chemicals as well as gas monetization. From technology definition, early engagement through scope definition, advanced technologies and project lifecycle support, the Company works closely with customers to provide the optimal approach to maximize their return on investment. Consulting and services may be provided under the Company's specialist consulting brand, Genesis, or through the Company's project management consulting or engineering services business lines.

#### Cost of sales

The principal components of the Company's cost of sales include: (i) contract procurement and sub-contract costs, (ii) staff costs on contracts, including salaries, bonuses, benefits and share-based compensation expense and facilities costs, and (iii) rental, utilities and maintenance costs.

#### Selling, general and administrative expense

Selling expenses primarily consist of costs incurred to win a contract including commercial teams costs, studies for the bidding process, tender preparation costs and advertising expenses.

General and administrative expenses consist mainly of salaries, bonuses, benefits and share-based compensation expense for the Company's management and administrative employees, professional services fees, office facilities and other support overhead costs.

#### Research and development expense

Research and development expenses include direct personnel, material, and service costs as well as certain indirect and other costs incurred in research and development activities.

#### Impairment, restructuring and other (expense) income

Impairment, restructuring and other expense primarily consist of costs incurred in connection with the implementation of restructuring plans to reduce costs and better align its workforce with anticipated activity levels.

#### Other income (expense), net

Other income (expense), net, mostly reflects foreign currency gains and losses, including gains and losses associated with the remeasurement of net cash positions.

#### Share of profit (loss) of equity-accounted investees

Share of profit (loss) of equity-accounted investees reflects the Company's percentage share of operating results from equity method investments. This typically represents a portion of project revenue for those projects that the Company performs as part of a joint venture and where it is a minority participant in the project joint venture.

#### Financial income (expense), net

Financial income (expense), net, mainly includes revaluation of Yamal Joint Venture Partners' MRL based on revised profitability estimates of the project. To a lesser extent, financial income (expense), net also comprises net proceeds from deposits of cash and cash equivalents.

#### Income tax (expense)/profit

Income tax (expense)/profit reflects management's best assessment of estimated future taxes to be paid, including current and deferred income taxes.

The Company's effective tax rate can fluctuate depending on the applicable country's mix of earnings, which may change based on changes in the jurisdictions in which the Company operates.

#### Net profit (loss)

In regards to net profit (loss) attributable to Technip Energies, the Company recorded a legal provision of €220.8 million in 2018 related to a DOJ investigation into offshore platform projects awarded between 2003 and 2007 executed in Brazil by a joint venture company in which the Company was a minority participant, and also certain other projects performed by the members of the Technip Energies Group in Brazil between 2002 and 2013. This provision (as discussed in section 7.2. Compliance Investigations) was the primary driver of the net loss recognized in 2018, and was partially offset by the release of project contingencies associated with reaching key milestones. The increase in net profit in 2019 was a result of the aforementioned non-recurring legal provision recorded in 2018 coupled with solid execution on key projects which neared completion.



## Recent significant transactions

The comparability of the year-to-year results of the Company's operations can be significantly affected by acquisitions and divestments and other transactions. The transactions of significance during 2021, 2020 and, 2019 are described below.

### Significant transactions in 2021

On April 27, 2021, the Technip Energies Group's participation in Inocean AS was increased to 100% by acquiring the remaining 49% of Inocean AS that the Group did not already own for €2.0 million. Inocean AS was already fully consolidated. The carrying amount of non-controlling interest, at the date of acquisition, was €0.5 million.

The Group did not have any other significant acquisitions and divestitures during the twelve months ended December 31, 2021.

### Significant transactions in 2020

On October 7, 2020, the Company signed a Memorandum of Understanding with McPhy Energy S.A. ("McPhy"), a leading

manufacturer and supplier of carbon-free hydrogen production and distribution equipment, pursuant to which the Company and McPhy would jointly work on technology development and project implementation. On October 14, 2020, the Company purchased 638,297 shares of McPhy, representing a 2.29% capital interest in McPhy, for aggregate consideration of €15 million as part of a private placement offering by McPhy. Pursuant to the share subscription agreement executed by the Company and McPhy in connection with such private placement, the Company has one representative on McPhy's Board of Directors.

### Significant transactions in 2019

On June 25, 2019, TechnipFMC announced a global resolution to pay a total of \$301.3 million to the U.S. Department of Justice ("DOJ") and the Brazilian authorities (the Federal Prosecution Service ("MPF"), the Comptroller General of Brazil ("CGU") and the Attorney General of Brazil ("AGU")) to resolve certain anti-corruption investigations, of which \$281.3 million is related to the Technip Energies Business (see section 7.2. Compliance Investigations).

## Results of operations

The tables below set out the results of operations of the Company for the years ended December 31, 2021, 2020 and 2019.

<i>(In millions of €)</i>	December 31, 2021	December 31, 2020	December 31, 2019
<b>Revenue</b>	<b>6,433.7</b>	<b>5,748.5</b>	<b>5,768.7</b>
<b>Costs and expenses</b>			
Cost of sales	(5,521.4)	(4,734.4)	(4,518.0)
Selling, general and administrative expense	(300.7)	(364.2)	(406.9)
Research and development expense	(38.6)	(38.1)	(42.0)
Impairment, restructuring and other expenses (income)	(32.0)	(96.3)	(92.8)
Other income (expense), net	15.0	(1.9)	(38.7)
<b>Operating profit (loss)</b>	<b>556.0</b>	<b>513.6</b>	<b>670.3</b>
Share of profit (loss) of equity-accounted investees	33.1	4.0	2.9
<b>Profit (loss) before financial expense, net and income taxes</b>	<b>589.1</b>	<b>517.6</b>	<b>673.2</b>
Financial income	16.6	24.8	65.2
Financial expense	(218.4)	(208.9)	(400.0)
<b>Profit (loss) before income taxes</b>	<b>387.3</b>	<b>333.5</b>	<b>338.4</b>
Income tax (expense)/profit	(126.7)	(113.4)	(185.2)
<b>Net profit (loss)</b>	<b>260.6</b>	<b>220.1</b>	<b>153.2</b>
Net (profit) loss attributable to non-controlling interests	(16.0)	(13.3)	(6.9)
<b>NET PROFIT (LOSS) ATTRIBUTABLE TO TECHNIP ENERGIES GROUP</b>	<b>244.6</b>	<b>206.8</b>	<b>146.3</b>



## Year ended December 31, 2021 compared to year ended December 31, 2020

### Revenue

The Company's revenue increased by 11.9%, or €685.2 million, to €6,433.7 million for the year ended December 31, 2021,

<i>(In millions of €)</i>	December 31, 2021	December 31, 2020	% Change
Project Delivery	5,132.5	4,687.9	9.5%
Technology, Products and Services	1,301.2	1,060.6	22.7%
<b>TOTAL REVENUE</b>	<b>6,433.7</b>	<b>5,748.5</b>	<b>11.9%</b>

Project Delivery revenues increased by 9.5%, despite the challenging market conditions related to the COVID-19 pandemic, which included restrictions in some areas of operation, as well as logistics constraints.

Revenues benefited from significant activity on our Arctic LNG 2 project and increased activity in recently awarded LNG and downstream projects, which offset lower revenue from maturing downstream projects in the Americas and India.

The increase in Technology, Products and Services by 22.7% is driven by growth in services and process technology

<i>(In millions of €)</i>	December 31, 2021	December 31, 2020	% Change
Europe & Russia	3,592.5	2,754.7	30.4%
Africa & Middle East	1,394.0	1,172.6	18.9%
Asia Pacific	867.9	960.2	(9.6)%
Americas	579.3	861.0	(32.7)%
<b>TOTAL REVENUE</b>	<b>6,433.7</b>	<b>5,748.5</b>	<b>11.9%</b>

Our revenue in Europe & Russia increased by 30.4% to €3,592.5 million mainly due to the increased activity in the Arctic LNG 2 project.

Africa & Middle East revenues increased by 18.9%, or €221.4 million, mainly due to the award of the Qatar NFE project in the first quarter of 2021.

These increases were partially offset by a 9.6% decrease, or €92.3 million, in the Asia Pacific region, which is primarily due to a portfolio of projects reaching their maturity and a 32.7% or €281.7 million decrease in the Americas primarily driven by the completion of the Blade EPC project in 2020.

### Cost of sales

Cost of sales increased by 16.6%, or €787.0 million, to €5,521.4 million for the year ended December 31, 2021, from €4,734.4 million for the year ended December 31, 2020. The increase is directly related to the evolution of the projects detailed above under "Revenue" part.

### Selling, general and administrative expense

Selling, general and administrative expense decreased by 17.4%, or €63.5 million, to €300.7 million for the year ended December 31, 2021, from €364.2 million for the year ended December 31, 2020, due to a decrease of the tendering activity and a decrease of General and Administrative costs as a result of the cost reduction initiative launched in 2020 combined with the new company's cost structure setup.

from €5,748.5 million for the year ended December 31, 2020 due to the continued activity increase on Arctic LNG 2, combined with the ramp up of recently awarded LNG projects, more than offset by a lower contribution of maturing downstream and petrochemicals projects in the Americas, Middle-East and India.

activity, including licensing, proprietary equipment (notably for PBAT, a biodegradable polymer, and ethylene), and sustainable chemistry, as well as loading systems and continued to benefit from a sustained period of strong order intake.

In terms of geographic location, the increase in revenue is primarily attributable to the Europe & Russia and Africa & Middle East regions. The following table sets forth our revenue by geographic location for the years ended December 31, 2021 and 2020.

### Research and development expense

Research and development expense increased by 1.3%, or €0.5 million, to €38.6 million for the year ended December 31, 2021, from €38.1 million for the year ended December 31, 2020, with a continuous focus on further development of the Process Technology portfolio, with notable activity in the energy transition domains of hydrogen and sustainable chemistry. In addition, investments continued on digitalization initiatives to enhance project delivery and services capability.

For further information on the Company's research and development policies and additional product information, see section 2.5. Research and Technology.

### Impairment, restructuring and other expense (income)

Impairment, restructuring and other expense (income) decreased by 66.8%, or €64.3 million, to an expense of €32.0 million for the year ended December 31, 2021, from an expense of €96.3 million for the year ended December 31, 2020, primarily due to severance and COVID-19 costs recorded as a one-off in 2020 partially offset by increase of the separation costs linked to the Spin-off activities occurred in 2021.



### Other income (expense), net

Other expense, net, increased by €16.9 million to a net income of €15.0 million for the year ended December 31, 2021 from a net expense of €1.9 million for the year ended December 31, 2020. The increase is mainly coming from the variation of foreign currency (loss) gain.

### Share of profit (loss) of equity-accounted investees

Share of profit (loss) of equity-accounted investees increased by €29.1 million, to €33.1 million for the year ended December 31, 2021 from €4.0 million for the year ended December 31, 2020. Most of the variation between 2020 and 2021 is explained by the achievement of milestones on the project Coral FLNG.

### Financial income (expense), net

Financial expense, net increased by 9.6%, or €17.7 million, from a net expense of €184.1 million in 2020 to a net expense of €201.8 million in 2021. The variation is explained by the decrease in interest incomes generated on amounts deposited as well as higher interest expenses notably due to the new financing of the Group.

### Income tax (expense)/profit

Income tax increased by 11.7%, or €13.3 million, from €113.4 million for the year ended December 31, 2020 to €126.7 million for the year ended December 31, 2021. This increase is proportionate to the increase of the income before tax and reflects an effective tax rate of 32.7% versus 34.0% in 2020. The decrease in the effective tax rate is largely explained by the decrease in the French income tax rate (from 32.02% to 28.41%) and a favorable mix of earnings (i.e. breakdown of the countries from which the Company sources earnings) weighted by incremental taxes, such as non-creditable foreign withholding taxes or local tax reported as income tax.

(In millions of €)

	December 31, 2020	December 31, 2019	% Change
Project Delivery	4,687.9	4,565.5	2.7%
Technology, Products and Services	1,060.6	1,203.2	(11.9)%
<b>TOTAL REVENUE</b>	<b>5,748.5</b>	<b>5,768.7</b>	<b>(0.4)%</b>

Project Delivery revenues increased by 2.7% primarily due to the continued increased activity in the Arctic LNG 2 project and solid progress across a portfolio of projects in procurement and construction phases, which offset a decline in revenue due to the Yamal LNG project.

The decrease in Technology, Products and Services of 11.9% was primarily driven by the impact of COVID-19.

### Year ended December 31, 2020 compared to year ended December 31, 2019

Consolidated financial statements for the period from January 1 to December 31, 2021 include comparative information (for the years 2020 and 2019) extracted from Technip Energies' Combined financial statements. Information for these periods constitute the Technip Energies Group's consolidated financial statements at December 31, 2021.

### Revenue

The Company's revenue decreased by 0.4%, or €20.2 million, to €5,748.5 million for the year ended December 31, 2020, from €5,768.7 million for the year ended December 31, 2019.

The contribution from Yamal LNG to the Company's revenues decreased as compared to the year ended December 31, 2019 as a result of the project nearing completion. The decrease was more than offset by increasing revenue contributions from the main EPC projects signed in 2019, notably Arctic LNG 2, BP Tortue Gas FPSO, Exxon Beaumont Refinery Expansion Project and from the MIDOR refinery extension and modernization project.

The revenue decrease in Technology, Products and Services was mainly driven by certain historical furnaces technology contracts nearing completion. It was partially offset by the diversification of new technologies and competencies in renewable technologies, including revenues relating to the Company's Neste Singapore Renewable Products Expansion Project and services relating to the Company's Biomass-to-Liquid (BTL) projects in Sweden & Finland.

In terms of geographic location, the revenue mix remained stable, with the increase in the Europe & Russia and Americas regions balancing the decrease in the Africa & Middle East and Asia Pacific regions. The following table set forth our revenue by geographic location for the years ended December 31, 2020 and 2019.

<i>(In millions of €)</i>	December 31, 2020	December 31, 2019	% Change
Europe & Russia	2,754.7	2,603.9	5.8%
Africa & Middle East	1,172.6	1,445.1	(18.9)%
Asia Pacific	960.2	1,023.1	(6.1)%
Americas	861.0	696.6	23.6%
<b>TOTAL REVENUE</b>	<b>5,748.5</b>	<b>5,768.7</b>	<b>(0.4)%</b>

Europe & Russia revenues increased by 5.8%, or €150.8 million, due to the Arctic LNG 2 project ramp-up and proceeding to procurement and construction phases.

Africa & Middle East revenues decreased by 18.9%, or €272.5 million, with mature projects nearing completion.

Asia Pacific revenues decreased by €62.9 million due to the Prelude FLNG project nearing completion.

Americas revenues increased by 23.6%, or €164.4 million, due to new project awards signed in the prior year.

#### Cost of sales

Cost of sales increased by 4.8%, or €216.4 million, to €4,734.4 million for the year ended December 31, 2020 from €4,518.0 million for the year ended December 31, 2019. This increase is directly related to the evolution of the projects detailed above under “Revenue” part with an incremental profitability of the project portfolio.

#### Selling, general and administrative expense

Selling, general and administrative expense decreased by 10.5%, or €42.7 million, to €364.2 million for the year ended December 31, 2020 from €406.9 million for the year ended December 31, 2019. This decrease is mainly a result of the expenses reduction after a series of cost reduction initiatives implemented in response to the deteriorated market environment driven in part by COVID-19 pandemic.

#### Research and development expense

Research and development expense decreased by 9.3%, or €3.9 million, to €38.1 million for the year ended December 31, 2020 from €42.0 million for the year ended December 31, 2019, with a continuous focus on further development of the Process Technology portfolio, with notable activity in the energy transition domains of hydrogen and sustainable chemistry. In addition, investments continued on digitalization initiatives to enhance project delivery and services capability.

For further information on the Company’s research and development policies and additional product information, see section 2.5. Research and Technology.

#### Impairment, restructuring and other expense (income)

Impairment, restructuring and other expense (income) increased by 3.8%, or €3.5 million, to an expense of €96.3 million for the year ended December 31, 2020 from an expense of €92.8 million for the year ended December 31, 2019. This increase consisted primarily of one-off costs associated with the cost reduction program, separation costs related to the Spin-off transaction, and direct COVID-19 expenses.

#### Other income (expense), net

Other expense, net, decreased by €36.8 million to a net expense of €1.9 million for the year ended December 31, 2020 from a net expense of €38.7 million for the year ended December 31, 2019. This decrease resulted mainly from the DOJ litigation recorded in December 31, 2019. See section 2.6.7. Other matters.

#### Share of profit (loss) of equity-accounted investees

Share of profit (loss) of equity-accounted investees increased by €1.1 million, to €4.0 million for the year ended December 31, 2020 from €2.9 million for the year ended December 31, 2019. The increase is mainly due to gains on foreign exchange on the BAPCO project.

#### Financial income (expense), net

Financial expense, net decreased by 45.0%, or €150.7 million, from a net expense of €(334.8) million in 2019 to a net expense of €(184.1) million in 2020 primarily due to the decrease of the revaluation of Yamal Joint Venture Partners’ MRL as the profitability of the Yamal LNG project declined in 2020.

#### Income tax (expense)/profit

Income tax decreased by 38.8%, or €71.8 million, from €185.2 million for the year ended December 31, 2019 to €113.4 million for the year ended December 31, 2020.

The provision for income taxes for the twelve months ended 31 December 2020 and 2019 reflected effective tax rates of 34.0% and 54.7% respectively. This decrease was due to the combined effects of the decrease in the French income tax standard rate (from 34.43% to 32.02%) and a favorable mix of forecasted earnings with a decrease of non-deductible provisions, as well as tax contingencies.

The effective tax rate can fluctuate depending on the breakdown of the countries from which the Company sources earnings, as the foreign earnings of the Company are generally subject to different tax rates than the rate applicable in France.



## Order Intake and Backlog

Order Intake represents the estimated sales value of confirmed customer orders received during the reporting period. For service or consulting contracts in which the customer is charged a fixed rate based on the time spent

that corresponds to the value transferred to the customer, the Company recognizes Order Intake when it has the right to invoice as service has been rendered.

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
<b>Order intake</b>	<b>10,383.3</b>	<b>4,355.0</b>	<b>11,866.6</b>

Order Intake at December 31, 2021 increased by €6,028.3 million compared to December 31, 2020 benefiting from major award for the Qatar North Field Expansion and downstream projects in U.A.E. and India.

Order Backlog is calculated as the estimated sales value of unfilled, confirmed customer orders at the reporting date.

Order Intake at December 31, 2020 decreased by €7,511.6 million compared to December 31, 2019 due mainly to recognition of the Arctic LNG 2 project order intake recognized in the second quarter of 2019 which was partially offset by significant awards in LNG and downstream which occurred in the second semester of 2020.

Order Backlog is recognized for both lump-sum turnkey contracts, as well as reimbursable contracts up to the firm contract amount agreed with the client that is expected to be recovered from the client to satisfy the Company's performance obligation.

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
<b>Order backlog</b>	<b>15,916.9</b>	<b>11,491.0</b>	<b>13,676.4</b>

Order Backlog at December 31, 2021 increased by €4,425.9 million compared to December 31, 2020 due mainly to the major award of the Qatar North Field Expansion and downstream projects in U.A.E.

recognition of the Arctic LNG 2 project increasing significantly Order Backlog as of end of 2019 and the limited final investment decisions taken in the first half of 2020 amidst the COVID-19 pandemic and service orders booked in the period were lower than revenues.

Order Backlog at December 31, 2020 decreased by €2,185.4 million compared to December 31, 2019 primarily due to the



### 2.6.3. NON-GAAP MEASURES

#### Alternative performance measures – Definitions

Certain parts of this Annual Financial Report contain the following non-IFRS financial measures: Adjusted Revenue, Recurring EBIT, Adjusted Recurring EBIT, Adjusted Recurring EBITDA, Adjusted net (debt) cash, Adjusted Order Backlog, and Adjusted Order Intake, which are not recognized as measures of financial performance or liquidity under IFRS and which the Company considers to be APMs.

The APMs presented are not measures of financial performance under IFRS, but measures used by management to monitor the underlying performance of the Company's business and operations and, accordingly, they have not been audited or reviewed. Further, they may not be indicative of the Company's historical operating results, nor are such measures meant to be predictive of the Company's future results. These APMs are presented in this Annual Financial Report because management considers them important supplemental measures of the Company's performance and believes that similar measures are widely used in the industry in which the Company operates as a means of evaluating a company's operating performance and liquidity.

However, not all companies calculate APMs in the same manner or on a consistent basis. As a result, these measures and ratios may not be comparable to measures used by other companies under the same or similar names. Accordingly, undue reliance should not be placed on the APMs contained in this Annual Financial Report and they should not be considered as a substitute for revenue, operating profit for the year, cash flow or other financial measures computed in accordance with IFRS.

The presentation of the APMs in this Annual Financial Report should not be construed as an implication that the Company's future results will be unaffected by exceptional or non-recurring items.

The APMs are determined by integrating line by line for their respective share incorporated construction project entities that are not fully owned by the Company, as follows:

- Jointly controlled entities or equity affiliates accounted for under the equity method under IFRS, are contributing line by line at their respective proportionate share, reflecting the portion owned by the Company. Over the periods presented in this Annual Financial Report, the entities for which adjustments are performed are ENI CORAL FLNG, BAPCO Sitra Refinery and Arctic LNG 2. The entities are accounted for under the equity method under IFRS and are included line by line at 50%, 36% and 33.3% respectively, proportionally to the Company's share. From 2020, the limited value engineering scope of the Rovuma project is accounted for under the equity method under IFRS and the Company's 33.3% proportional share is consolidated in the applicable line items. From 2021, Nova Energies entity and two affiliates of the NFE joint venture are accounted for under the equity method under IFRS and Company's 50% proportional share is consolidated in the applicable line items;
- Controlled entities fully consolidated under IFRS and where non-controlling interests exceed 25% are contributing proportionally in the APMs to reflect the Company's share in these entities. As of and for all the periods presented in this Annual Financial Report, an adjustment is performed for Yamal LNG, which is included line by line at 50%, proportionally to the Company's share, whereas under IFRS the entity is fully consolidated over these periods.

Each of the APMs is defined below:

- **Adjusted Revenue:** Adjusted Revenue represents the revenue recorded under IFRS as adjusted according to the method described below. For the periods presented in this document, the Company's proportionate share of joint venture revenue from the following projects was included: the revenue from ENI CORAL FLNG, Yamal LNG and NFE is included at 50%, the revenue from BAPCO Sitra Refinery is included at 36%, the revenue from the In-Russia construction and supervision scope of Arctic LNG 2 is included at 33.3%, the revenue from the joint-venture Rovuma is included at 33.3%, the revenue from Nova Energies is included at 50%. The Company believes that presenting the proportionate share of its joint-venture revenue in construction projects carried out in joint arrangements enables management and investors to better evaluate the performance of the Company's core business period-over-period by assisting them in more accurately understanding the activities actually performed by the Company on these projects.
- **Recurring EBIT:** Recurring EBIT represents the profit before financial expense, net and income taxes recorded under IFRS less items considered as non-recurring: including (i) COVID-19 costs, (ii) merger transaction and integration costs incurred in the context of the merger between Technip and FMC Technologies until 2019 and separation costs associated with the Spin-off transaction, (iii) restructuring expenses, (iv) gain/loss from discontinued operations, and (v) costs arising out of significant litigation that have arisen outside of the ordinary course of business. The Company believes that the exclusion of these expenses or profits from EBIT enables investors and management to more effectively evaluate the Company's operations and consolidated results of operations period-over-period, and to identify operating trends that could otherwise be masked to both investors and management by the excluded items.
- **Adjusted Recurring EBIT:** Adjusted Recurring EBIT represents Recurring EBIT as adjusted to reflect, line-by-line for their respective share, incorporated construction project entities that are not fully owned by the company (applying the method described under Adjusted Revenue). The Company believes that the exclusion of these expenses or profits from these financial measures enables investors and management to more effectively evaluate the Company's operations and consolidated results of operations period-over-period, and to identify operating trends that could otherwise be masked to both investors and management by the excluded items.
- **Adjusted Recurring EBITDA:** Adjusted Recurring EBITDA corresponds to the Adjusted Recurring EBIT as described above after deduction of depreciation and amortization expenses and as adjusted to reflect for their respective share construction project entities that are not fully owned by the Company. The Company believes that the exclusion of these expenses or profits from these financial measures enables investors and management to more effectively evaluate the Company's operations and consolidated results of operations period-over-period, and to identify operating trends that could otherwise be masked to both investors and management by the excluded items.

- **Adjusted Order Intake:** Order intake corresponds to signed contracts which have come into force during the reporting period. Adjusted Order Intake adds the proportionate share of orders signed related to equity affiliates (ENI Coral FLNG, BAPCO Sitra Refinery, Arctic LNG 2 for the In- Russia construction and supervision scope, the joint-venture Rovuma, two affiliates of the NFE joint-venture, and the Nova Energies joint venture) and restates the share of order intake attributable to the non-controlling interests in Yamal LNG. This financial measure is closely connected with the Adjusted Order Backlog in the evaluation of the level of the Company's forthcoming activities by presenting its proportionate share of contracts which came into force during the period and that will be performed by the Company.
- **Adjusted Order Backlog:** Order backlog is calculated as the estimated sales value of unfilled, confirmed customer orders at the relevant reporting date. Adjusted Order Backlog takes into account the Company's proportionate share of order backlog related to equity affiliates (ENI Coral FLNG, BAPCO Sitra Refinery, Arctic LNG 2 for the In-

Russia construction and supervision scope, the joint venture Rovuma, two affiliates of the NFE joint-venture, and the Nova Energies joint-venture) and restates the share of order backlog related to the Company's non-controlling interest in Yamal LNG. The Company believes that the Adjusted Order Backlog enables management and investors to evaluate the level of the Company's core business forthcoming activities by including its proportionate share in the estimated sales coming from construction projects in joint arrangements.

- **Adjusted net (debt) cash:** Adjusted net (debt) cash reflects cash and cash equivalents, net of debt (including short term debt and loans due to/due from the TechnipFMC Group), as adjusted according to the method described above under Adjusted Revenue. Management uses this APM to evaluate the Company's capital structure and financial leverage. The Company believes Adjusted net debt (if debtor), or Adjusted net cash (if creditor), is a meaningful financial measure that may assist investors in understanding the Company's financial condition and recognizing underlying trends in its capital structure.

## 2.6.4. BUSINESS SEGMENTS HIGHLIGHTS

### Projects Delivery – Adjusted IFRS

<i>(In millions of €)</i>	December 31, 2021	December 31, 2020	% Change
<b>Revenue</b>	<b>5,132.5</b>	<b>4,687.9</b>	<b>9.5%</b>
<i>Adjustments<sup>(1)</sup></i>	<i>231.9</i>	<i>266.0</i>	<i>(12.8%)</i>
<b>Adjusted revenue</b>	<b>5,364.4</b>	<b>4,953.9</b>	<b>8.3%</b>
<b>EBIT</b>	<b>529.2</b>	<b>547.9</b>	<b>(3.4%)</b>
<i>Adjustments<sup>(2)</sup></i>	<i>2.3</i>	<i>(40.1)</i>	<i>(105.7%)</i>
<b>Recurring EBIT</b>	<b>531.5</b>	<b>507.8</b>	<b>4.7%</b>
<i>Adjustments<sup>(1)</sup></i>	<i>(189.5)</i>	<i>(181.4)</i>	<i>4.5%</i>
<b>Adjusted recurring EBIT</b>	<b>342.0</b>	<b>326.4</b>	<b>4.8%</b>
<b>ADJUSTED RECURRING EBIT MARGIN %</b>	<b>6.4%</b>	<b>6.6%</b>	<b>(20) bps</b>

(1) For an explanation of the adjustments see "2.6.3. Non-GAAP measures" section above.

(2) Recurring EBIT adjustments add or remove, as appropriate, exceptional items from EBIT, including (i) COVID-19 costs, (ii) merger transaction and integration costs incurred in the context of the merger between Technip and FMC Technologies until 2019 and separation costs associated with the Spin-off transaction, and (iii) restructuring expenses, (iv) gain/loss from discontinued operations, and (v) costs arising out of significant litigation that have arisen outside of the ordinary course of business. The Company believes that the exclusion of these expenses or profits from EBIT enables investors and management to more effectively evaluate the Company's operations and consolidated results of operations period-over-period, and to identify operating trends that could otherwise be not accurately measured to both investors and management by the excluded items.

**Adjusted Revenue** increased year-on-year by 8.3% to €5,364.4 million. This growth was achieved despite the testing external environment related to the pandemic, which included restrictions in some areas of operation, as well as constraints around logistics. Revenues benefited from significant activity on Arctic LNG 2, the ramp-up of recently awarded LNG and downstream projects. This more than offset lower contributions year-on-year from maturing downstream projects in the Americas and India.

**Adjusted Recurring EBIT** increased year-on-year by 4.8% to €342.0 million.

**Adjusted Recurring EBIT margin** slightly declined by 20 basis points to 6.4% largely due to growth in revenues from major projects in an early stage and corporate costs that have been more fully allocated to the operating segment. This was partially offset by projects in completion phase in Africa, the Middle East and Europe, as a contribution from Yamal LNG as it progresses through the warranty phase and a lower indirect cost base overall. The contribution from Yamal LNG was broadly flat year-over-year as it progresses through the warranty phase. For 2021, direct expenses relating to COVID-19 were absorbed within Adjusted Recurring EBIT (in 2020 COVID-19 expenses were excluded from Adjusted Recurring EBIT).



<i>(In millions of €)</i>	December 31, 2021	December 31, 2020	Change
<b>Order Intake</b>	<b>9,055.8</b>	<b>3,159.0</b>	<b>5,896.8</b>
<i>Adjustments<sup>(1)</sup></i>	<i>(584.3)</i>	<i>(63.1)</i>	<i>(521.2)</i>
<b>ADJUSTED ORDER INTAKE</b>	<b>8,471.5</b>	<b>3,095.9</b>	<b>5,375.6</b>

(1) For an explanation of the adjustments see “2.6.3. Non-GAAP measures” section above.

**Adjusted Order Intake** at December 31, 2021 increased by €5,375.6 million compared to December 31, 2020 benefiting from major award for the Qatar North Field Expansion and downstream projects in the U.A.E. and India.

<i>(In millions of €)</i>	December 31, 2021	December 31, 2020	Change
<b>Order Backlog</b>	<b>14,671.4</b>	<b>10,392.0</b>	<b>4,279.4</b>
<i>Adjustments<sup>(1)</sup></i>	<i>472.6</i>	<i>1,254.4</i>	<i>(781.8)</i>
<b>Adjusted Order Backlog</b>	<b>15,144.0</b>	<b>11,646.4</b>	<b>3,497.6</b>

(1) For an explanation of the adjustments see “2.6.3. Non-GAAP measures” section above.

**Adjusted Order Backlog** at December 31, 2021 increased by €3,497.6 million compared to December 31, 2020 explained by the increase of Adjusted Order Intake partially offset by the continued Arctic LNG 2 project execution.

#### Technology, Products & Services (TPS) – Adjusted IFRS

<i>(In millions of €)</i>	December 31, 2021	December 31, 2020	% Change
<b>Revenue</b>	<b>1,301.2</b>	<b>1,060.6</b>	<b>22.7%</b>
<i>Adjustments<sup>(1)</sup></i>	<i>1.5</i>	<i>—</i>	<i>—%</i>
<b>Adjusted revenue</b>	<b>1,302.8</b>	<b>1,060.6</b>	<b>22.8%</b>
<b>EBIT</b>	<b>118.0</b>	<b>62.5</b>	<b>88.8%</b>
<i>Adjustments<sup>(2)</sup></i>	<i>1.2</i>	<i>23.4</i>	<i>(94.9)%</i>
<b>Recurring EBIT</b>	<b>119.2</b>	<b>86.0</b>	<b>38.6 %</b>
<i>Adjustments<sup>(1)</sup></i>	<i>0.1</i>	<i>—</i>	<i>—%</i>
<b>Adjusted recurring EBIT</b>	<b>119.3</b>	<b>86.0</b>	<b>38.7 %</b>
<b>ADJUSTED RECURRING EBIT MARGIN %</b>	<b>9.2 %</b>	<b>8.1 %</b>	<b>110 bps</b>

(1) For an explanation of the adjustments see “2.6.3. Non-GAAP measures” section above.

(2) Recurring EBIT adjustments add or remove, as appropriate, exceptional items from EBIT, including (i) COVID-19 costs, (ii) merger transaction and integration costs incurred in the context of the merger between Technip and FMC Technologies until 2019 and separation costs associated with the Spin-off transaction, and (iii) restructuring expenses, (iv) gain/loss from discontinued operations, and (v) costs arising out of significant litigation that have arisen outside of the ordinary course of business. The Company believes that the exclusion of these expenses or profits from EBIT enables investors and management to more effectively evaluate the Company’s operations and consolidated results of operations period-over-period, and to identify operating trends that could otherwise be not accurately measured to both investors and management by the excluded items.

**Adjusted Revenue** increased year-on-year by 22.8% to €1,302.8 million, driven by growth in services and Process Technology activity including licensing, proprietary equipment (notably for PBAT, a biodegradable polymer and ethylene), and Sustainable Chemistry, as well as Loading Systems which continues to benefit from a sustained period of strong order intake.

**Adjusted Recurring EBIT** increased year-on-year by 38.7% to €119.3 million.

**Adjusted Recurring EBIT margin** increased year-on-year by 110 basis points to 9.2%, benefiting from higher activity levels and revenue contribution from Process Technology and services, as well as growth in aftermarket services for Loading Systems including repair and revamp work.

<i>(In millions of €)</i>	December 31, 2021	December 31, 2020	Change
<b>Order Intake</b>	<b>1,327.5</b>	<b>1,196.0</b>	<b>131.5</b>
<i>Adjustments<sup>(1)</sup></i>	<i>(9.1)</i>	<i>—</i>	<i>(9.1)</i>
<b>ADJUSTED ORDER INTAKE</b>	<b>1,318.4</b>	<b>1,196.0</b>	<b>122.4</b>

(1) For an explanation of the adjustments see “2.6.3. Non-GAAP measures” section above.

**Adjusted Order Intake** at December 31, 2021 increased by €122.4 million compared to December 31, 2020 benefiting from new contracts in Europe notably around Biofuels and added value services in Gas processing and CO<sub>2</sub> capture.





<i>(In millions of €)</i>	December 31, 2021	December 31, 2020	Change
<b>Order Backlog</b>	<b>1,245.6</b>	<b>1,098.6</b>	<b>147.0</b>
<i>Adjustments<sup>(1)</sup></i>	<i>(1.2)</i>	<i>—</i>	<i>(1.2)</i>
<b>ADJUSTED ORDER BACKLOG</b>	<b>1,244.3</b>	<b>1,098.6</b>	<b>145.7</b>

(1) For an explanation of the adjustments see “2.6.3. Non-GAAP measures” section above.

**Adjusted Order Backlog** at December 31, 2021 increased by €145.7 million compared to December 31, 2020 following the growth on Adjusted Order Intake.

#### Corporate and other items

<i>(In millions of €)</i>	December 31, 2021	December 31, 2020	Change
<b>EBIT</b>	<b>(58.1)</b>	<b>(92.9)</b>	<b>34.8</b>
<i>Adjustments<sup>(1)</sup></i>	<i>28.4</i>	<i>31.1</i>	<i>(2.7)</i>
<b>Recurring EBIT</b>	<b>(29.7)</b>	<b>(61.7)</b>	<b>32.0</b>
<i>Adjustments<sup>(2)</sup></i>	<i>(0.6)</i>	<i>3.2</i>	<i>(3.8)</i>
<b>ADJUSTED RECURRING EBIT</b>	<b>(30.3)</b>	<b>(58.5)</b>	<b>28.2</b>

(1) Adjustments are mainly made of non-recurring items such as separation costs in 2021 and restructuring or COVID-19 costs for the year ended December 31, 2020.

(2) For an explanation of the adjustments see “2.6.3. Non-GAAP measures” section above.

**Adjusted Recurring EBIT** decreased year-on-year by 48.2% to €(30.3) benefiting from a fuller allocation to the operating segments and foreign exchange impact.

#### Adjusted net (debt) cash

The following table provides a reconciliation of the Company’s Adjusted Cash and cash equivalents to Adjusted net (debt) cash, utilizing details of classifications from the Company’s consolidated statement of financial position:

<i>(In millions of €)</i>	December 31, 2021	December 31, 2020	Change
<b>Cash and cash equivalents</b>	<b>3,638.6</b>	<b>3,189.7</b>	<b>448.9</b>
<i>Adjustments<sup>(1)</sup></i>	<i>171.5</i>	<i>(125.3)</i>	<i>296.8</i>
Adjusted cash and cash equivalents	3,810.1	3,064.4	745.7
<i>Less: Adjusted debt</i>	<i>683.3</i>	<i>402.3</i>	<i>281.0</i>
<i>Less: Adjusted loans due to TechnipFMC</i>	<i>—</i>	<i>77.2</i>	<i>(77.2)</i>
<i>Add: Adjusted loans due from TechnipFMC</i>	<i>—</i>	<i>121.8</i>	<i>(121.8)</i>
<b>ADJUSTED NET (DEBT) CASH</b>	<b>3,126.8</b>	<b>2,706.7</b>	<b>420.1</b>

(1) For an explanation of the adjustments see “2.6.3. Non-GAAP measures” section above.

**Adjusted net cash** increased by 16% or €420.1 million between December 31, 2020 and 2021, from €2,706.7 million to €3,126.8 million primarily due to the climb by €745.7 million of adjusted cash and cash equivalents which effect is slightly compensated by the debt increase of €281.0 million (see 9.1.6. Notes to consolidated financial statements – Note 22. Debt (long and short-term).

#### Off-balance-sheet arrangements and contingent liabilities

The Company has no uncombined special purpose financing or partnership entities or other off-balance sheet arrangements that have or are reasonably likely to have a

current or future effect on the Company’s financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

#### Impact of foreign currency fluctuations

For purposes of mitigating the effect of changes in exchange rates, Technip Energies holds derivative financial instruments to hedge the risks of certain identifiable and anticipated transactions and recorded assets and liabilities in the condensed consolidated statement of financial position.

## 2.6.5. LIQUIDITY AND CAPITAL RESOURCES

### General

Cash management is centralized and the Company's liquidity needs are mainly managed through internal cash pooling arrangements with a central treasury management subsidiary, T.EN Eurocash SNC. The Company's cash and cash equivalents is comprised of cash held by Technip Energies legal entities. Cash and cash equivalents in the consolidated financial statements reflect the ownership by the legal entities that are part of the Technip Energies Group.

### Cash flows

Cash flows for the years ended December 31, 2021, 2020 and 2019 were as follows:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
Cash provided (required) by operating activities	934.4	836.8	1,006.4
Cash required (required) by investing activities	(53.0)	(52.0)	(36.8)
Cash provided (required) by financing activities	(558.6)	(1,315.4)	(1,120.7)
Effect of changes in foreign exchange rates on cash and cash equivalents	126.1	156.7	45.1
<b>(Decrease) Increase in cash and cash equivalents</b>	<b>448.9</b>	<b>(373.9)</b>	<b>(106.0)</b>
<b>Cash and cash equivalents, beginning of period</b>	<b>3,189.7</b>	<b>3,563.6</b>	<b>3,669.6</b>
<b>Cash and cash equivalents, end of period</b>	<b>3,638.6</b>	<b>3,189.7</b>	<b>3,563.6</b>

**Cash flows provided (required) by operating cash flows** – During 2021, the Company generated €934.4 million in cash flows from operating activities as compared to €836.8 million for the year ended December 31, 2020, resulting in a €97.6 increase compared to 2020, which is primarily driven by the cash generated by our operations during the year due to 2021. Operating activities generated €836.8 million and €1,006.4 million of cash during the year ended December 31, 2020 and 2019, respectively. The decrease of €169.6 million was primarily driven by an increase in the cash used for the working capital of €104.8 million.

**Cash flows provided (required) by investing activities** – Investing activities used €53.0 million, €52.0 million and €36.8 million during the year ended December 31, 2021, 2020 and 2019 respectively, primarily due to capital expenditures.

**Cash flows provided (required) by financing activities** – Financing activities used €558.6 million and €1,315.4 million during the years ended December 31, 2021 and 2020, respectively. The increase of €756.8 million was primarily driven by the issuance of notes in a total amount of €600 million partially offset by the reimbursement of commercial papers of €313.0 million. Financing activities used €1,315.4 million and €1,120.7 million during the years ended December 31, 2020 and 2019, respectively. Commercial paper outstanding decreased by €137.0 million while net distributions to TechnipFMC increased by €363.0 million from €412.9 million in 2019 to €775.9 million in 2020. This was, however, offset by the decrease of the settlement of MRL by €306.0 million. Overall, the cash used for financing activities increased by €194.7 million.

At December 31, 2021, the Company had cash and cash equivalents of €3,638.6 million compared to €3,189.7 at December 31, 2020.

At December 31, 2021, the Company has debt of €683.3 million compared to €402.4 million. For further details see 9.1.6. Notes to consolidated financial statements – note 22. Debt (long and short-term).

We believe our financial resources are sufficient to meet our present requirements.

### Debt and liquidity

The Company's sources of liquidity following the Spin-off have been its Facilities Agreement (as defined below) providing for a Bridge Facility which Bridge Facility has since then been prepaid and cancelled in full when the Company's inaugural senior unsecured Notes (as defined below) were issued, as well as T.EN Eurocash SNC's (which is one of the Company's wholly owned subsidiaries) commercial paper program and cash pooling resources.

In addition, though the Company does not intend to draw upon it in the ordinary course, the Revolving Facility established under the Facilities Agreement is available in the event additional amounts are needed.

On February 10, 2021, the Company and T.EN Eurocash SNC entered into a €1.4 billion senior unsecured Bridge and Revolving Facilities Agreement (the "Facilities Agreement") with Crédit Agricole Corporate and Investment Bank, as agent, and the lenders party thereto. The Facilities Agreement provides for the establishment of the Bridge Facility in an amount of up to €650 million and the Revolving Facility in an amount of €750 million. The Bridge Facility has been prepaid and cancelled in full by its sole borrower, Technip Energies N.V., on May 31, 2021. The Company and T.EN Eurocash SNC are the borrowers under the Revolving Facility. Subject to certain conditions, the Company may request the aggregate commitments under the Revolving Facility to be increased by up to €250 million to €1.0 billion.

Upon occurrence of the Spin-off, on February 16, 2021, the Company drew down €620 million from the Bridge Facility. The amount borrowed was applied to (i) refinance existing indebtedness under the Company's commercial paper program, (ii) finance working capital purposes and (iii) finance the cash allocation between TechnipFMC and the Company under the Separation and Distribution Agreement. The residual capacity of €30 million under the Bridge Facility expired on March 2, 2021. The Bridge Facility was repaid and cancelled in full on May 31, 2021, using the proceeds of the issuance of €600 million aggregate principal of 1.125% senior unsecured notes due 2028 (the "Notes").

The Revolving Facility has an initial three-year tenor as from the Initial Availability Date (February 15, 2021) and may be extended twice by one year each time. The Company and

T.EN Eurocash SNC, its cash pooling subsidiary, are borrowers thereunder. On December 6, 2021 the first extension of the Revolving Facility was successfully completed.

The Revolving Facility is available in euros. The available capacity under the Revolving Facility is reduced by any outstanding commercial paper borrowings issued by T.EN Eurocash SNC.

Borrowings under the Revolving Facility bear interest at the EURIBOR rate applicable to the relevant interest period (floored at zero), plus an applicable margin.

The applicable margin will vary depending on the Company's credit rating as follows:

Rating	Applicable margin
Lower than or equal to BB+	0.95% p.a.
Equal to BBB-	0.75% p.a.
Equal to BBB	0.60% p.a.
Equal to BBB+	0.45% p.a.
Higher than or equal to A-	0.35% p.a.

The applicable margin for the Revolving Facility loans is also adjusted depending on the successful completion by the Company of the ESG key performance indicators (as described below) in accordance with the following grid:

Number of ESG key performance indicators ("KPIs") for which successful completion has been achieved	Margin Adjustment
No successful completion has been achieved for any of the KPIs	+0.025% p.a.
Successful completion has been achieved for one (1) KPI	+0.0125% p.a.
Successful completion has been achieved for two (2) KPIs	-0.0125% p.a.
Successful completion has been achieved for three (3) KPIs	-0.025% p.a.

The ESG key performance indicators consist in (i) the evaluation and reduction of carbon footprint, (ii) the support provided to ESG ratings and (iii) the improvement of gender diversity. The Facilities Agreement contains usual and customary representations and warranties, mandatory prepayments and events of default for investment-grade credit facilities of this type. The Facilities Agreement contains the following covenants:

- Negative pledge that limit the Company's, T.EN Eurocash SNC's and the Company's material subsidiaries' (defined as any subsidiary whose EBITDA is greater than 5% of the consolidated EBITDA of the Company or whose total assets exceed 5% of the total assets of the Group) ability to create security over their assets, except that, in particular: (i) security may be created over cash collateral not exceeding the higher of €250.0 million or its equivalent in other currencies and 3% of the total assets (on a consolidated basis) of the Company, (ii) Technip Energies, T.EN Eurocash SNC and the Company's material subsidiaries may carry out permitted securitizations and grant security over such receivables, (iii) security may be created over manufacturing facilities, plant, property, equipment or real estate subject to a sale and leaseback not exceeding the higher of €250.0 million or its equivalent in other currencies and 3% of the total assets (on a consolidated basis) of the Company, (iv) security may be created over cash collateral by the Company, T.EN Eurocash SNC or the Company's material subsidiaries in an amount not exceeding the higher of €250.0 million or its equivalent in other currencies and 3% of the total assets (on a consolidated basis) of the Company's group (v) any security securing (directly or indirectly) financial indebtedness under finance or structured tax lease

arrangements or provided by way of cash collateral to secure any obligations under any guarantee, indemnity or similar assurance or back-to-back financial indebtedness, in each case not exceeding the higher of €250.0 million or its equivalent in other currencies and 3% of the total assets (on a consolidated basis) of the Company, (vi) other customary carve-outs and exceptions and (vii) any other security not otherwise permitted to the extent not exceeding the higher of €250.0 million or its equivalent in other currencies and 3% of the total assets (on a consolidated basis) of the Company;

- An asset sale covenant prohibiting the Company and its material subsidiaries from disposing of assets in a single transaction or series of related transactions exceeding a maximum aggregate amount of up to €500.0 million or its equivalent in other currencies in each financial year or exceeding €1.5 billion during the term of the New Revolving Credit Facility, except ordinary course disposals and other customary carve-outs and exceptions and provided that any such disposal does not have or is not reasonably likely to have a material adverse effect; and
- A merger covenant prohibiting the Company, T.EN Eurocash SNC and the Company's material subsidiaries from engaging in corporate amalgamations, demergers, mergers or corporate reconstruction or reorganizations that are likely to have a material adverse effect, except that any material subsidiary may engage in any such transaction with another member of the Company's group (other than the Company and T.EN Eurocash SNC); however;
- No financial covenant to be maintained on a regular basis.

On May 28, 2021, the Company issued its inaugural €600 million of 1.125% senior unsecured notes due 2028 (the “Notes”), the proceeds of which is for general corporate purpose, including the refinancing (which occurred on 31 May 2021) of the €620 million drawings under the Bridge Facility made available to the Company in connection with the Spin-off. The interest on the Notes is paid annually on May 28 of each year, beginning on May 28, 2022. The Notes were admitted to trading on the regulated market of Euronext Paris and rated BBB by S&P Global. On March 11, 2022, S&P revised its rating for both the Notes and the Company to BBB-.

The negotiable European commercial paper program of T.EN Eurocash has been downsized to €750 million from €1 billion following the Spin-off. The program’s rating by S&P Global is A-2. As of December 31, 2021, the outstanding balance is €80.0 million (see 9.1.6. Notes to consolidated financial statements – note 22. Debt (long and short-term)).

Technip Energies also pools the cash resources of its subsidiaries through T.EN Eurocash SNC.

As of the date of this Annual Report, Technip Energies’ credit ratings with Standard and Poor’s (S&P Global) is BBB- for both its the long-term corporate rating and its Notes.

### Contractual obligations

The following table summarizes the Company’s contractual obligations and other commercial commitments at December 31, 2021, as well as the effect that these obligations and commitments are expected to have on the Company’s liquidity and cash flow in future periods, on an actual basis.

(In millions of €)	Payment Due by Period				
	Total	Less than 1 year	1-3 years	3-5 years	After 5 years
Debt	679.4	85.3	0.1	—	594.0
Leases liabilities <sup>(1)</sup>	305.8	68.9	110.6	54.3	72.0
Purchase Obligations <sup>(2)</sup>	3,516.3	670.4	2,797.9	48.0	—
Pension and other post-retirement benefits <sup>(3)</sup>	137.5	12.6	25.3	17.8	81.8
Unrecognized tax benefits <sup>(4)</sup>	67.6	0.6	0.6	2.5	63.9
Other contractual obligations <sup>(5)</sup>	140.8	108.4	32.4	—	—
Due to TechnipFMC – Loans <sup>(6)</sup>	3.9	3.9	—	—	—
<b>TOTAL CONTRACTUAL OBLIGATIONS</b>	<b>4,851.3</b>	<b>950.1</b>	<b>2,966.9</b>	<b>122.6</b>	<b>811.7</b>

(1) The Company leases real estate, including land, buildings and warehouses, machinery/equipment, vehicles, and various types of manufacturing and data processing equipment. Leases of real estate generally provide for payment of property taxes, insurance and repairs by the Company. Lease liabilities were accounted for according to the lease standard IFRS 16 and represent the present value of the remaining lease payments. For further information regarding assumptions used to determine the lease liabilities, see note 16 to the Consolidated Financial Statements included elsewhere in this Document.

(2) In the normal course of business, the Company enters into agreements with its suppliers to purchase equipment and material or services. These agreements include a requirement that the Company’s supplier provide products or services to its specifications and require it to make a firm purchase commitment to its supplier. As substantially all of these commitments are associated with purchases made to fulfill the Company’s customers’ orders, the costs associated with these agreements will ultimately be reflected in cost of sales on its consolidated statement of income.

(3) The Company expects to contribute approximately €1.4 million to the Company’s pension plans during 2021. Required contributions for future years depend on factors that cannot be determined at this time.

(4) It is reasonably possible that €0.6million of liabilities for unrecognized tax benefits will be settled during 2022, and this amount is reflected in income taxes payable in the Company’s consolidated balance sheet as of December 31, 2021. Although unrecognized tax benefits are not contractual obligations, they are presented in this table because they represent demands on the Company’s liquidity.

(5) Other contractual obligations represent a mandatorily redeemable financial liability. In the fourth quarter of 2016, the Company obtained voting control interests in legal contract entities belonging to the Company’s then-existing Onshore/Offshore business segment, which entities owned and accounted for the design, engineering and construction of the Yamal LNG plant. Prior to the amendments of the contractual terms that provided the Company voting interest control, the Company accounted for these entities under the equity method of accounting based on its previously held interests in each of these entities. An MRL of €165.9 million was recognized as of December 31, 2016 for the fair value of the non-controlling interests. During the year ended December 31, 2021 the Company revalued the liability to reflect current expectations about the obligation. Refer to Note 26 to the Consolidated Financial Statements included elsewhere in this Document for further information regarding the fair value measurement assumptions of the mandatorily redeemable financial liability and related changes in its fair value.

(6) Loans due to TechnipFMC represent discrete loans negotiated between TechnipFMC and Technip Energies or its subsidiaries for various business and financing reasons during the reporting period. These loans are considered as related party loans in the Company’s Consolidated Financial Statements and have a maturity of less than one year.

For other contingencies, see the consolidated financial statements and Note 29. Commitments and contingent liabilities to the consolidated financial statements included in this Document.

### Effects of transactions with related parties

The consolidated financial statements comprises transactions (receivables, payables, revenues and expenses) with related including entities related to the Company’s directors and TechnipFMC’s main shareholders as well as the partners of the Company’s joint ventures and affiliates.

For details on related parties’ disclosures, see Note 27. Related party transactions of the financial statements.



## 2.6.6. CRITICAL ACCOUNTING ESTIMATES

The Company's significant accounting policies are set out in note 1.6. Summary of significant accounting policies to the consolidated financial statements included elsewhere in this document, which are prepared in accordance with IFRS.

Given the uncertainties inherent in the Company's business activities, it must make certain estimates and assumptions that require difficult, subjective and complex judgments. Because of uncertainties inherent in such judgments, actual outcomes and results may differ from the Company's assumptions and estimates, which could materially affect the consolidated financial statements.

### Revenue recognition

A significant portion of total revenue recognized over time primarily relates to a large range of onshore facilities and fixed and floating offshore facilities that involve the design, engineering, manufacturing, construction, and assembly of complex, customer-specific systems. Because of control transferring over time, revenue is recognized based on the extent of progress towards completion of the performance obligation. The selection of the method to measure progress towards completion requires judgment and is based on the nature of the products or services to be provided. The Technip Energies Group generally uses the cost-to-cost measure of progress for its contracts because it best depicts the transfer of control to the customer that occurs as the Technip Energies Group incurs costs on its contracts. Under the cost-to-cost measure of progress, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the total estimated costs at completion of the performance obligation. Revenues, including estimated fees or profits, are recorded proportionally as costs are incurred.

Due to the nature of the work required to be performed on performance obligations, the estimation of total revenue and cost at completion is complex, subject to many variables, and requires significant judgment. It is common for long-term contracts to contain award fees, incentive fees, or other provisions that can either increase or decrease the transaction price. The estimated amounts in the transaction price are included when management believes there is an enforceable right to the modification, the amount can be estimated reliably, and its realization is probable. The estimated amounts are included in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved.

The Technip Energies Group executes contracts with its customers that clearly describe the equipment, systems, and/or services. After analyzing the drawings and specifications of the contract requirements, project engineers estimate total contract costs based on their experience with similar projects and then adjust these estimates for specific risks associated with each project, such as technical risks associated with a new design. Costs associated with specific risks are estimated by assessing the probability that conditions arising from these specific risks will affect total cost to complete the project. After work on a project begins, assumptions that form the basis for the calculation of total project cost are examined on a regular basis and estimates are updated to reflect the most current information and management's best judgment.

Adjustments to estimates of contract revenue, total contract cost, or extent of progress toward completion are often required as work progresses under the contract and as experience is gained, even though the scope of work required under the contract may not change. The nature of accounting for long-term contracts is such that refinements of the estimating process for changing conditions and new developments are continuous and characteristic of the process.

Consequently, the amount of revenue recognized over time is sensitive to changes in estimates of total contract costs. There are many factors, including, but not limited to, the ability to properly execute the engineering and design phases consistent with customers' expectations, the availability and costs of labor and material resources, productivity, and weather, all of which can affect the accuracy of cost estimates, and ultimately, a future profitability.

### Accounting for income taxes

Several factors may affect the Group's future tax expense in the coming years. Considering the current trends observed, the Group anticipates notably that governments will introduce tax measures such as increases in the income tax rate to fund expenditures incurred in relation to COVID-19. Because of this same need to fund the COVID-19 expenditure, the Group also anticipates that tax audits will in many countries become increasingly difficult.

There may be some impact as a result of the implementation of the "OECD" GLOBE project, according to which the earnings in any country should bear a minimum level of taxation whatever the statutory rate applicable in the said country.

### Accounting for pension and other post-retirement benefit plans

The Technip Energies Group's pension and other post-retirement (health care and life insurance) obligations are described in Note 24. Pensions and other long-term employee benefit plans to the Consolidated financial statements.

The determination of the projected benefit obligations of pension and other post-retirement benefit plans are important to the recorded amounts of such obligations in the consolidated statement of financial position and to the amount of pension expense in the consolidated statement of income. To measure the projected benefit obligations of pension and other post-retirement benefit plans and the expense associated with such benefits, management must make a variety of assumptions and estimates, including discount rates used to value certain liabilities, rates of compensation increase, employee turnover rates, retirement rates, mortality rates and other factors. Management updates these assumptions and estimates on an annual basis or more frequently upon the occurrence of significant events. These accounting assumptions and estimates take into account the risk of change due to the uncertainty and difficulty in estimating these measures. Different assumptions and estimates used by management could result in recognition of different amounts of expense over different periods of time.



## Impacts of COVID-19

The Company has experienced to date limited operations and business impacts due to the COVID-19 pandemic. As of end of December 2020, overall, non-recurring costs of approximately €43.3 million have been identified which relate, among other things, to increased costs arising out of mobilization ramp up delays due to travel restrictions and on-site constraints and resulting loss of productivity. The Company supports its project teams in their negotiations with clients, subcontractors and suppliers and has been able to agree with clients to extensions of time for the completions of projects, which have resulted in such clients either waiving liquidated damages for any resultant delay and/or accepting a fair allocation of cost impacts. As a result of the Company's relationships with its clients, subcontractors and suppliers, none of its ongoing projects have been cancelled due to COVID-19. Though final investment decisions of some prospects has been delayed, the Company remains engaged on a robust number of opportunities with anticipated awards in the coming quarters.

With respect to ongoing tendering activity for EPC contracts, the Company is proactively addressing the impacts of COVID-19 in its contracts through reasonable risk allocation between the Company and its clients, subcontractors and suppliers. Finally, the Company actively monitors the financial health of its vendors and subcontractors to ensure that its commitment to projects are not adversely impacted.

In addition, the Company's IT resources and other innovative tools allow it to significantly reduce loss of productivity through smart working solutions.

## Impairment of goodwill

Goodwill represents the excess of cost over the fair market value of net assets acquired in business combinations. Goodwill is not subject to amortization but is tested for impairment at the level of CGU or GCGUs the goodwill has been allocated to, on an annual basis, or more frequently if impairment indicators arise. Management has established September 30 as the date of its annual test for impairment of goodwill. Management identifies a potential impairment by comparing the recoverable amount of the applicable CGU or GCGUs to its carrying amount, including goodwill.

If the carrying amount exceeds the recoverable amount of the applicable CGU or GCGUs, management measures the impairment by comparing the carrying value of the CGU or GCGUs to its recoverable amount. CGUs with goodwill are tested for impairment using a quantitative impairment test.

Determining the recoverable amount of CGUs is judgmental in nature and involves the use of significant estimates and assumptions. Management estimates the recoverable amount of the Technip Energies Group CGUs using a discounted future cash flow model. The majority of the estimates and assumptions used in a discounted future cash flow model on a pre-tax basis involve unobservable inputs reflecting management's own assumptions about the assumptions market participants would use in estimating the fair value of a business. These estimates and assumptions include revenue growth rates and operating margins used to calculate projected future cash flows, discount rates and future economic and market conditions. The estimates are based upon assumptions believed to be reasonable, but which are inherently uncertain and unpredictable and do not reflect unanticipated events and circumstances that may occur. Refer to Note 14. Goodwill and intangible assets of the Consolidated financial statements for additional information related to goodwill impairment testing during the periods presented.

## Significant change in the Company's financial performance and position

As of the date of this document, no significant change in the financial performance or financial position of the Company has occurred since December 31, 2021.



## 2.6.7. OTHER MATTERS

In late 2016, TechnipFMC was contacted by the DOJ regarding its investigation of offshore platform projects awarded between 2003 and 2007, performed in Brazil by a joint venture company in which TechnipFMC was a minority participant. Subsequently TechnipFMC has also raised with the DOJ certain other projects performed by TechnipFMC subsidiaries in Brazil between 2002 and 2013. The DOJ has also inquired about projects in Ghana and Equatorial Guinea that were awarded to TechnipFMC subsidiaries in 2008 and 2009, respectively. TechnipFMC cooperated with the DOJ in its investigation into the potential violations of the U.S. Foreign Corrupt Practices Act (the “FCPA”) in connection with these projects, and contacted and cooperated with the Brazilian authorities (the Federal Prosecution Service (the “MPF”), the Comptroller General of Brazil (the “CGU”) and the Attorney General of Brazil (the “AGU”)) as relates to their investigation concerning the projects in Brazil and has also contacted and is cooperating with French authorities (the *Parquet National Financier* (the “PNF”)) with their investigation about these existing matters. In addition, Technip Energies was recently informed by the PNF that the PNF was reviewing historical projects in Angola. Technip Energies and TechnipFMC are cooperating and Technip Energies remains committed to finding a resolution with the PNF.

On June 25, 2019, TechnipFMC announced a global resolution to pay a total of \$301.3 million to the DOJ, the SEC, the MPF and the CGU/AGU to resolve anti-corruption investigations of which \$280.0 million was related to the Technip Energies business. The last outstanding amount to be paid in accordance with the global resolution was paid by Technip Energies during the second quarter of 2021. TechnipFMC and Technip Energies were not required to have a compliance monitor and, instead, were to provide reports on their anti-corruption program to the authorities.

There is no certainty that a settlement with PNF will be reached. The PNF has a broad range of potential sanctions under anticorruption laws and regulations that it may seek to impose in appropriate circumstances including, but not limited to, fines, penalties, and modifications to business practices and compliance programs. Any of these measures, if applicable to the Company, as well as potential customer reaction to such measures, could have a material adverse impact on its financial position or profitability. The financial consequences of these investigations are to be retained by

TechnipFMC by way of an indemnity provided by TechnipFMC to the Company under the Separation and Distribution Agreement. If no resolution is reached with the PNF, Technip Energies subsidiaries could be subject to criminal proceedings in France, the outcome of which cannot be predicted.

For further information please refer to the Note 29. Commitments and contingent liabilities of the consolidated financial statements and section 4.3.4.1. We are subject to an ongoing investigation by the French Parquet National Financier related to historical projects in Equatorial Guinea and Ghana.

### Subsequent event

At the beginning of 2022, the crisis caused by Russia’s invasion of Ukraine and the ensuing war resulted in the adoption of extensive sectoral and financial sanctions. We monitor sanctions on a daily basis to understand their effect and to implement real time mitigation action plans. As of December 31, 2021, approximately €3.8 billion or 23% of our backlog scheduled to be executed over the five-year period from 2022 to 2026, related to Russian projects. Our inability to carry out projects in Russia, due to the war and sanctions, will result in the loss of Russian revenues. As a result of the war, Technip Energies has decided to suspend until further notice working on future business opportunities in Russia.

We believe that the impact of the war in Ukraine on Technip Energies can be contained and could be offset by new opportunities arising in other markets due to our energy transition strategy. Our Yamal project is nearing completion and, in relation to our Arctic LNG 2 project, we are in a positive cash flow position and have contractual protections which in the face of sanctions would serve to limit our exposure. We expect to secure projects in other geographies thereby resulting in a more diversified backlog in connection with our growth strategy which is focused on Technology, Products and Services and on helping our clients address the new energy challenges.

In addition please refer to note 32 Subsequent events of the Consolidated Financial Statements and to section 9.2.4.16 of the Company Financial Statements.





# 3 Sustainability

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## Our approach

**At Technip Energies we are inspired by, and committed to act on, our purpose: “Breaking boundaries together to engineer a sustainable future.” Our purpose statement reflects a sustainability ethos that is fully embedded in our DNA and defines both how and why we do business.**

In pursuit of our purpose of building a sustainable future, we defined in 2021 our Environmental, Social and Governance (“ESG”) roadmap in our response to ever growing concerns related to climate change, inequality and dwindling natural resources while addressing the health, social and economic impacts associated with the global COVID-19 pandemic. In the second quarter of 2021 we kicked off a year-long dedicated, extensive and global engagement campaign comprising three phases with the active participation of our people, leadership team, Board and other key stakeholders including investors, clients, NGOs and industry bodies.

### Phase 1:

- We set up a Project Governance driven by the CEO and leadership team, under the sponsorship of the SVP Communications and appointed a dedicated ESG program manager; and
- We implemented a 360° engagement approach using online employee surveys and conducted multiple interviews with our Board, our Executive Committee, business unit managers, external stakeholders and union representatives to identify the ESG issues and priorities of today and tomorrow which are relevant to Technip Energies’ business.

### Phase 2:

- Under the guidance of a specialized (subject expert) consultant we conducted a materiality assessment in which we ranked ESG issues by taking into account the strategic impact in terms of risk and opportunities presented by each issue for the Company vis-à-vis the importance attributed to such issues by our stakeholders;
- As an outcome of the Materiality Assessment we identified 12 ESG priorities. See section 3.1.1. Materiality assessment.

### Phase 3:

- Subsequent global workshops were held with the involvement of functions experts to define an aspirational ESG Roadmap with four key focus areas: “Drive solutions for the climate”, “Enable people to thrive”, “Lead responsibly” and “Collaborate to impact”;
- Each focus area has been further strengthened with three priorities and assigned performance indicators to formulate Technip Energies’ ESG scorecard 2025 as presented in section 3.1.2. Our ESG Roadmap 2022-2025 and in Technip Energies’ 2021 Sustainability Report published March 18, 2022.

We refer to our Environmental, Social, and Governance Roadmap as “Together by T.EN” which is in alignment with the EU Taxonomy, a classification system that establishes a list of environmentally sustainable economic activities to meet the EU’s climate and energy targets for 2030 (see section 3.1.3. EU Taxonomy).

As a signatory to the United Nations Global Compact that encourages companies to adopt principles of corporate sustainability into their practices, we are committed to:

- Reinforcing our global HSE culture through key initiatives like PULSE, BBS (Behavior Based Safety) and HSE leadership;
- Ensuring the safety of our employees, contractors and all of those who we work and live with. See our HSE safety indicators at section 3.5. Health, Safety and Environment;
- Implementing a risk based environment management system across project life cycle, for each activity, product or service (see section 3.2.4. Environmental expertise);
- Expanding the reporting scope of greenhouse gas (“GHG”) emissions related to our assets and projects for clients with a dedicated focus on scope 3 assessment in 2022 to improve our carbon footprint and energy efficiency (see section 3.3.1. Carbon footprint);
- Implementing best practices on waste management, effluent recycling as well as supporting “5R” (refuse, reduce, reuse, repurpose, recycle) lifestyle habits to promote single use plastic elimination campaigns;
- Upholding our zero tolerance policy on retaliation and strictly following our Code of Business Conduct in all business practices.

In 2021 we have also reaffirmed our commitment to a safe and open work environment by joining Building Responsibly in addition to compliance with international human rights regulations and principles (see section 3.4.3. Human rights). Additionally, we reinforced accountability and transparency to deliver on sustainability by adding ESG metrics to our Executive compensation.

The following sections encapsulate how we are integrating sustainability into our strategy. This will guide us for the years to come, living by our purpose and helping our clients realize a sustainable energy future.



## 3.1. OUR ESG ROADMAP

On January 28, 2021, during our Capital Markets Day event, we announced that we would be conducting an in-depth and collaborative exercise in 2021 to define Technip Energies' ESG roadmap and the associated scorecard that would support

our ESG strategy. This exercise, which has been led by a dedicated team, started with a materiality assessment, included all our stakeholders and allowed us to define our roadmap that was revealed on March 3, 2022.

### 3.1.1. MATERIALITY ASSESSMENT

To build a clear and solid ESG strategy, roadmap and scorecard, we committed to completing a materiality assessment to identify the ESG issues that mattered most to our business and our stakeholders. The results of the materiality assessment as well as our ESG roadmap are set forth in this section and in Technip Energies' 2021 Sustainability Report.

Stakeholder engagement is key to Technip Energies' strategy and our main stakeholders were involved as part of the materiality assessment. In June 2021, we conducted our first consultation on ESG matters with our stakeholders. The purpose of the materiality assessment was to identify and prioritize the ESG issues we will face in the future and to integrate the main risks and opportunities into Technip Energies' strategy taking into account the importance attributed to them by our stakeholders.

The ESG materiality assessment was conducted from May 2021 to July 2021 by our project team with the assistance of a specialized outside consultant. Internally, approximately 5,800 employees (38%) from 38 countries participated in a company-wide survey. 28 interview sessions were held with Board members, Executive Committee members, business unit leaders and union representatives. Externally, we conducted a survey and interviews with approximately 110 participants, including clients, investors, suppliers, subcontractors, NGOs, journalists and professional organizations.

The Board and Executive Committee were fully involved in this process. In June 2021, the chairman of the Board and the members of the ESG Committee of the Board, as well as all members of the Executive Committee were interviewed for the ESG materiality assessment. Between July and December

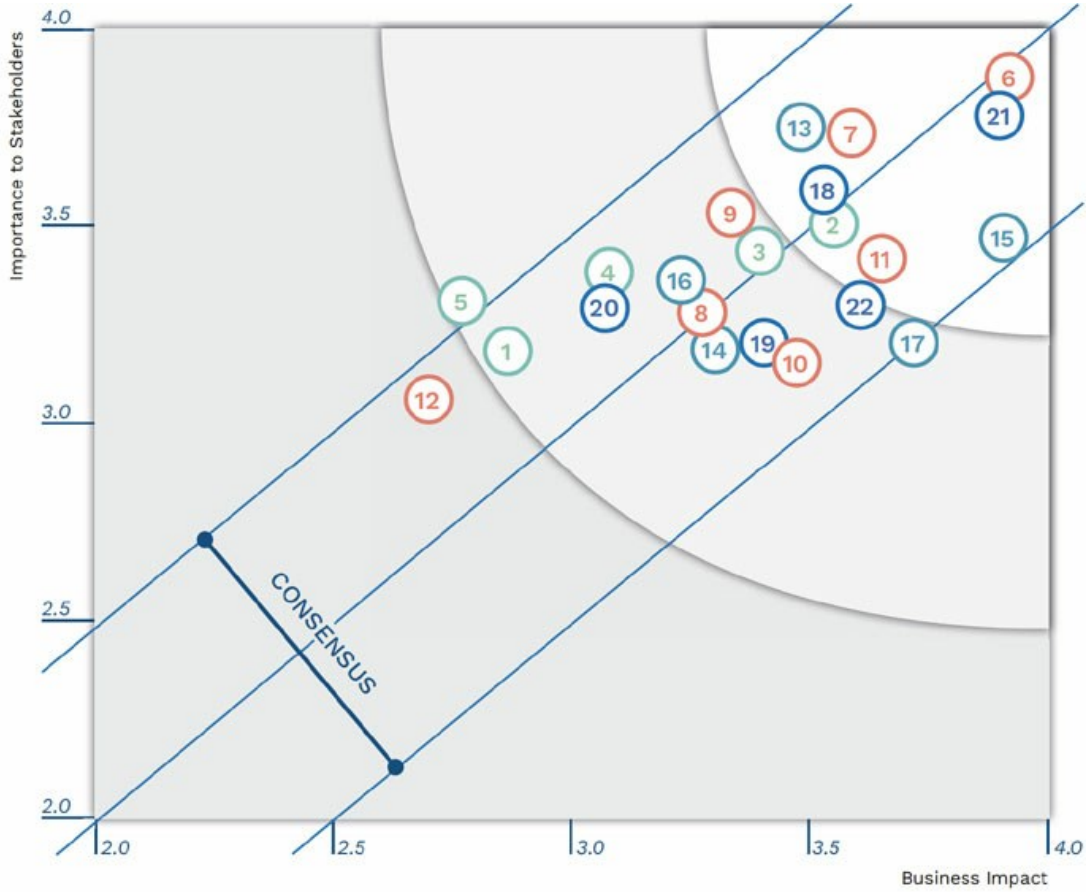
2021, two ESG dedicated sessions were completed with the ESG Committee, three sessions were held with the full Board, and three dedicated workshops took place with the Executive Committee to review and approve the materiality assessment and ESG roadmap. Throughout the year, ESG matters were part of the Executive Committee's monthly agenda.

This thorough process has helped us define and articulate our ESG roadmap and scorecard, which were both published on March 3, 2022. We have now set a series of clear, quantifiable and measurable targets. The ESG materiality matrix (see figure below) identifies our 12 ESG priority topics and our main sustainability challenges for the coming years.

These are:

1. Safety and security of teams;
2. Human rights;
3. Safety and quality of our solutions;
4. Business ethics;
5. Environmental footprint of projects through eco-design;
6. Climate change mitigation and adaptation;
7. Employee well-being and health;
8. Skills development and talent management;
9. Diversity and inclusion;
10. Low to zero-carbon solutions through innovation and digitalization;
11. Responsible and sustainable supply chain; and
12. ESG criteria in corporate governance and decision making.

Technip Energies ESG materiality matrix



**Environment**

- 1 Impact of our own facilities on their direct environment
- 2 Environmental footprint of projects
- 3 Climate change mitigation & adaptation
- 4 Sustainable use of resources
- 5 Protection of biodiversity

**People & Communities**

- 6 Safety & security of teams
- 7 Human Rights
- 8 Employee engagement & social dialogue
- 9 Employee well-being & health
- 10 Skills development & talent management
- 11 Diversity & equal opportunities
- 12 Community engagement

**Solutions & Services to support energy transition & Sustainability**

- 13 Safety & quality of our solutions
- 14 Integration of ecofriendly design in our solutions
- 15 Low to zero-carbon technologies & solutions
- 16 Responsible & sustainable supply chain
- 17 Innovative solutions, cutting-edge technologies & digitalization

**Governance & Business model**

- 18 Corporate governance & transparency
- 19 Dissemination of an ESG culture
- 20 Stakeholder relationships & dialogue
- 21 Business ethics
- 22 Integration of ESG criteria in the corporate decisions

### 3.1.2. OUR ESG ROADMAP 2022-2025

Based on the materiality assessment results and on the outcome of several dedicated working groups involving our internal subject-matter experts, we have defined our ambitions, targets and key performance indicators for the coming four years.

We came together with a shared sense of responsibility to design a robust and ambitious ESG roadmap 'Together by T.EN' driven by four strategic pillars.

The ESG roadmap and scorecard will help us realize our ambition to embed ESG into every aspect of our operations and have been designed to complement and reinforce our business strategy. In light of the energy transition and continuing evolution of our sector, our ESG roadmap will help us accelerate our clients ambition for low carbon energy transition and deliver a robust financial performance.



Our ESG scorecard is how we translate our commitments into actions and the way we measure our ESG performance. It is a four-year ESG scorecard, which describes our broader ESG goals in our four pillars.

**Our ESG Scorecard**

Pillar	Ambition	2021 Status	Target <sup>(1)</sup>
	Reduce scope 1 & 2 emissions compared to 2019	-8%	-30% by 2025
	Net-zero scope 1 & 2	18.8 kt CO <sub>2</sub> eq.	Net-zero by 2030
	Data centers zero carbon footprint certified		100% by 2025
	Report full scope 3 emissions		Complete by 2023
	R&D budget allocation to our energy transition domains	68%	100% by 2025
	Main entities ISO 14001 certified	63%	100% by 2025
	Water consumed on sites from reused sources	21.3%	50% by 2025
	Waste valorized	75%	85% by 2025
	Women hiring on yearly graduate intake	50%	50% yearly
	Women in leadership positions	12%	25% by 2025
	Main countries <sup>(2)</sup> have local diversity action plan		100% by 2025
	Eligible construction sites with BBS program	50%	100% by 2025
	Entities complying with our new core benefits standard worldwide		> 90% by 2025
	Employees participating in the ESG learning		> 90% by 2022
	International Graduate Program dedicated to energy transition		Done by 2023
	Women on the Board of Directors	30%	40% by 2024 <sup>(1)</sup>
	Link compensation to ESG Roadmap performance annually	Completed 2021	Complete yearly
	Yearly ABC training for all at risk functions and gatekeepers	75%	>90% yearly
	Continued reduction of non-mandatory commercial intermediaries		-100% by 2025
	Supplier and subcontractor qualification integrates ESG criteria		100% by 2023
	Key suppliers and subcontractors monitored and audited on ESG performance		100% by 2025
	Eligible projects with Human Rights Management System		100% by 2025
	Volunteering hours	14,360	30,000 by 2025

(1) Technip Energies consider all targets to be achieved and completed by the end of the year committed. With the exception, the 40% of Women on the Board of Directors target is planned to be achieved and reported on or before the Company's 2024 AGM.

(2) France, India, Italy, USA, UAE, Malaysia, Spain, United Kingdom, Netherlands, Colombia.

### 3.1.3. EU TAXONOMY

Our ESG strategy is taking effect in a world where national governments and international bodies are implementing new policies to address the effects of a rapidly changing climate. The new Taxonomy Regulation (the “EU Taxonomy”) is a key component of the European Commission’s action plan to redirect capital flows towards a more sustainable economy. It consists in a classification system that establishes a list of environmentally sustainable economic activities. The aim of the EU Taxonomy is to provide companies, investors and policymakers with clear definitions of economic activities which can be considered as environmentally sustainable. This will provide clarity and security for investors, help companies become more climate-friendly, mitigate market fragmentation and help shift investments where they are most needed.

The Taxonomy Regulation came into force July 22, 2021. It sets out the conditions an economic activity must meet to qualify as environmentally sustainable. The regulation establishes six environmental objectives:

- Climate change mitigation;
- Climate change adaptation;
- The sustainable use and protection of water and marine resources;
- The transition to a circular economy;
- Pollution prevention and control; and
- The protection and restoration of biodiversity and ecosystems.

In accordance with Article 8 of the Taxonomy Regulation and Article 10-(2) of the Article 8 Delegated Act, we set forth in this section the share of our Group’s revenue, capital expenditure (CAPEX) and operating expenditure (OPEX) for the reporting period 2021, which are associated with Taxonomy-eligible economic activities related to the first two environmental objectives (climate change mitigation and climate change adaptation). The reporting requirements for 2021 are limited to the disclosure of eligible economic activities.

#### Summary

Based on an exhaustive analysis performed during 2021, our turnover is Taxonomy-non-eligible because our activities are not covered by the Climate Delegated Act to date and, therefore, the capital and operating expenditure related to our activities are also Taxonomy-non-eligible. In addition, the capital expenditure (CAPEX) to be reported also includes those that are related to the purchase of output from Taxonomy-aligned economic activities. Lastly, our total operating expenses that comply with the EU Taxonomy are non-significant in comparison with our total consolidated operating expenses and we chose to use the materiality exemption option offered by the regulation.

Consequently, we report on CAPEX as follows:

	<b>Capital expenditures (CAPEX)</b>
Proportion of Taxonomy - Eligible economic activities (in %)	56%
Proportion of Taxonomy - Non-eligible economic activities (in %)	44%

#### Our Assessment

##### Core business activities

As a leading Engineering & Technology company for the energy transition, we are contributing to the reduction of the energy industry’s environmental footprint by making available to our clients the most efficient technologies and by reducing the impact of the activities we are conducting (see section 3.2.4. Environmental expertise, below). We are developing solutions in hydrogen, offshore wind farms, ethylene, sustainable chemistry including biofuels and biochemicals, decarbonization projects including low-carbon hydrogen and carbon capture utilization and storage as well as carbon-free energy (see sections 1.5. A focus on hydrogen, 1.6. A focus on CO<sub>2</sub>, 2.2.1.2. Low-carbon LNG, 2.2.1.4. Low-carbon hydrogen and associated derivatives and 2.2.3. Carbon-free solutions).

Taking the entire value chain into consideration, we expect to contribute substantially to the energy transition and GHG emission reductions in other sectors, as disclosed in section 1.4. Energy transition. We are an enabler of technologies that aim to reduce GHG emissions significantly.

Based on the current application of the eligibility criteria, wind power, bioenergies (biogas, biofuels and bioliquids), ethylene and storage of CO<sub>2</sub> are broadly listed in Annex I to the Climate Delegated Act, notably through the activities “4.3. Electricity generation from wind power”, “4.8. Electricity generation from bioenergy”, “4.13. Manufacture of biogas and biofuels for use in transport and of bioliquids”, “3.14. Manufacture of organic basic chemicals”, “5.11. Transport of CO<sub>2</sub>” and “5.12. Underground permanent geological storage of CO<sub>2</sub>”. Under these activities, the EU Taxonomy targets the manufacture of products and technologies or the operation of the facilities but not the construction of the facilities. Therefore, though our activities are mostly not eligible to the EU Taxonomy, we nevertheless contribute as a leading engineering and technology company to the energy transition and enable our clients to generate sustainable electricity.

As a manufacturer of equipment, we are also eligible to the activity “3.2. Manufacture of equipment for the production and use of hydrogen”. We are developing this activity and have begun working on projects, the impact of which remains limited in our financial statements at this stage and, consequently, we have not taken these into account in our 2021 EU Taxonomy indicators.

##### Eligible capital expenditures (CAPEX)

The CAPEX KPI is defined as Taxonomy-eligible CAPEX (numerator) divided by our total CAPEX (denominator).

Total CAPEX (denominator) consists of additions to tangible and intangible fixed assets during the financial year, before depreciation, amortization and any re-measurements, including those resulting from revaluations and impairments, as well as excluding changes in fair value. It includes additions to fixed assets (IAS 16), intangible assets (IAS 38) and right-of-use assets (IFRS 16). Additions resulting from business combinations are also included. Goodwill is not included in CAPEX as it is not defined as an intangible asset in accordance with IAS 38. For further details on our accounting policies regarding our CAPEX, refer to section 9.1.6. Notes to consolidated financial statements of our Annual Financial Report 2021.



With regard to the numerator, only CAPEX related to the purchase of output from Taxonomy-eligible economic activities and individual measures enabling certain target activities to become low-carbon or to lead to greenhouse gas reductions can be taken into account (section 1.1.2.2. (c) of Annex I to the Article 8 Delegated Act).

We have identified the following economic activities in the Climate Delegated Act resulting in CAPEX which can be considered as individually Taxonomy-eligible purchased output:

**Individually Taxonomy-eligible CAPEX/OPEX and the respective economic activities**

Description of the individually Taxonomy-eligible purchased output	Respective economic activity (Annex I to Climate Delegated Act)
Our acquisition of buildings, including the right of use from a lease of a building.  Eligibility CAPEX takes into account all buildings, independently of their use or energy efficiency.	7.7. Acquisition and ownership of buildings

In 2021, our Taxonomy-eligible CAPEX mainly comprised the increase in right of use related to our new Headquarters “Origine” in Nanterre, France.

Based on the current available documentation, we have performed a preliminary analysis of the alignment and assessed that our new headquarter complies with the technical screening criteria.

**Eligible operating expenses (OPEX)**

The EU Taxonomy defines operating expenses (OPEX) as direct non-capitalized costs that relate to research and development, building renovation measures, short-term leases, maintenance and repair, and any other direct expenditures relating to the day-to-day servicing of assets of property, plant and equipment by the undertaking or third party to whom activities are outsourced that are necessary to ensure the continued and effective functioning of such assets.

Due to our economic activities and our economic model, our operating expenses consist primarily of cost of sales, representing more than 90% of the total consolidated OPEX in 2021 (refer to section 9.1.1. Consolidated statement of income of this Annual Financial Report 2021).

Consequently, our total operating expenses that comply with the EU Taxonomy (denominator), as detailed above, represents for the 2021 financial year around €66 million (1.1% of our total consolidated operating expenses). We therefore chose to use the materiality exemption offered by the Regulation, and not to present this indicator.





## 3.2. ESG GOVERNANCE, RISK MANAGEMENT AND CERTIFICATIONS

### 3.2.1. ESG GOVERNANCE

We are driving for increased transparency and accountability across Technip Energies. ESG leadership starts with our Board of Directors and extends throughout Technip Energies. In light of the key challenges and opportunities ESG presents to Technip Energies, the Board has appointed an ESG Committee that oversees the Company's policies, programs, and strategies related to environmental stewardship, climate change, responsible investment, corporate citizenship, health and safety, human rights, human capital management, ESG risk management, and other ESG matters, as well as other social and public matters of significance to the Company. The ESG Committee also reviews and monitors the development and implementation of the Company's ESG roadmap and reviews the Company's public disclosures with respect to ESG matters. Please see section 5.1.9.3. ESG Committee.

Our Executive Committee members have been tasked with the implementation of our ESG strategy across our business. Arnaud Pieton, our Chief Executive Officer is accountable for our performance in ESG and sustainability. Christophe BÉlorgeot, our Senior Vice President of Communications, is also in charge of Marketing Communications and Sustainability. In this role, he is responsible for the ESG function, which operates at corporate level and includes an ESG Program Lead who was appointed in 2021 to develop our ESG roadmap and scorecard. We reinforced accountability and transparency across the Company by adding ESG metrics to our Executive Compensation. See chapter 6. Remuneration Report.

The members of our ESG corporate function work closely with representatives of other corporate functions having responsibility over key areas of ESG, including People & Culture, Compliance and HSE, as well as with our teams in Legal, Finance and other corporate functions. The ESG team also maintains and supports a network of ESG representatives across our entities and business units. In addition, we have specific networking groups which include subject matter experts from all of our business units, such as the Sustainability Network, the Human Rights Network, the Diversity & Inclusion Network, and the Environment Network. These groups implement our sustainability strategy, share knowledge and best practices, develop global and local initiatives and report on results.

#### Environmental and climate governance

In terms of climate and environmental matters, the Company is committed to operating in compliance with all applicable environmental regulations, laws, and international codes and standards, wherever we operate. As outlined in our Global HSE and Security Policy, environmental management is everyone's responsibility at Technip Energies.

Starting with our Board of Directors, our ESG Committee advises and recommends to the Board appropriate ESG practices, initiatives and programs and oversees the Company's progress in implementing these. The effective implementation of environmental policy depends on management's commitment, the accountability of every entity, an ongoing dialog with key stakeholders and a chain of responsibility that extends to the workforce of the Company.

Our environmental management systems and standards are the responsibility of our Chief Operation Officer ("COO"), supported by our Vice President of Quality, Health, Safety, Environment and Security ("QHSES"). All entities and projects within the Company are managed by dedicated QHSES managers and directors, with a team of QHSES engineers and supervisors responsible for the application of environmental rules and standards in their respective areas to ensure that our environmental requirements are implemented correctly. Furthermore, our Code of Business Conduct requires managers to inform employees, contractors and suppliers of applicable environmental rules, procedures and expected behaviors. All our people are also required to receive environmental training in furtherance of our Code of Business Conduct.

A Global Environmental Manager is part of the Corporate QHSES team. She monitors the performance and coordinates a network of environmental specialists from all regions and business units. The environment network sets environmental programs, supports the enhancement of our overall environmental performance and develops global environmental initiatives involving all our regions and projects.

Our Board is committed to maintaining the highest standards of corporate governance for climate related issues and their implications on business strategy and related plans as well the long-term value creation for all stakeholders.

The Board and the Executive Committee are tasked with addressing climate issues and energy transition through strategic investment, integration into the business strategy and management of risk and opportunities throughout the organization.

One of the ESG topics identified during our materiality assessment, Climate Change Mitigation and Adaptation, is part of our ESG roadmap. Associated ambitions and targets are disclosed in section 3.1.2. Our ESG Roadmap 2022-2025 and in Technip Energies' 2021 Sustainability Report.

### 3.2.2.ESG RISK MANAGEMENT

Risks related to climate change mitigation and adaptation have a significant impact on the Company’s activities and that of our clients throughout the entire value chain. Accordingly, climate-related risks can potentially affect the Company’s business and competitiveness, its clients and other energy industry actors.

Technip Energies categorizes its climate-related risks and opportunities according to the Task Force on Climate- Related Financial Disclosures (“TCFD”) recommendations (Table 1) and integrates it into the Enterprise Risk Management (“ERM”) process. For more details on the risk management system, see section 4.2. Enterprise Risk Management framework.

Table 1 – Climate-Related Risks and Opportunities

Risk/opportunity type		Description	Reduce our scope 1 & 2 emissions	Commit to SBTi criteria	R&D budget and investments direct to energy transition technologies and solutions	CAPEX and M&A supporting our energy transition domains	Net-zero Pathway Plan for our Technology Lines	Increase number of energy transition technologies developed and acquired or alliances	Carbon footprint as one of the key design parameters	Carbon footprint assessment for all projects (conceptual, FEED, EPC)	Help our clients to reach their net-zero target + Industrial AI solutions to decarbonize plant operations	Digital by Design to optimize energy transition projects	
Risks	Transition	<b>Technology</b>	Technological breakthrough in energy market										
		<b>Market</b>	Adequate positioning of Technip Energies on the actual mix of energy demands										
		<b>Policy and legal</b>	Existing or future laws and regulations relating to greenhouse gas emissions and climate change may adversely affect the Company’s business										
		<b>Reputation</b>	Increased stakeholder concern or negative stakeholder feedback										
	<b>Physical</b>	<b>Acute and chronic</b>	Seasonal and weather conditions could adversely affect demand for the Company’s services and operations										
Opportunities	<b>Resource efficiency</b>	Use of more efficient production and distribution processes											
	<b>Energy source</b>	Use of lower-emission sources of energy											
	<b>Products and services</b>	Technip Energies technologies and solutions can enable the transition to a low carbon economy											
	<b>Markets</b>	New markets opportunities											
	<b>Resilience</b>	Less dependency of Oil & Gas industry											



### 3.2.3. ENVIRONMENTAL MANAGEMENT AND CERTIFICATIONS

Our Global HSE and Security Policy sets our commitment to operate in a manner that protects the environment by providing sustainable solutions to minimize our carbon and environmental footprint while improving our energy and resource efficiency. Our policy also ensures that health, safety, environment and security is managed as an integral part of our business and is based on a genuine care and concern for people and the environment. We do not compromise on quality, safety, health, security, or environmental sustainability to achieve our financial, Project Delivery, and Technology, Products and Services objectives. See section 3.5. Health, Safety and Environment.

We are committed to continuously improving our environmental performance, supporting our clients in their own journey, and ensuring that we dedicate appropriate resources and expertise to eliminate hazards, reduce risks, and prevent environmental pollution related to our activities through design, process improvement and technologies – so that we improve the world for future generations.

We seek to secure environmental certification ISO 14001 where practicable. A key element of our environmental management is our Global Environmental Management Standard, which is applicable to all our locations and projects globally. The standard and related guidelines are an integral part of our global HSE management system.

The standard and guidelines describe the minimum requirements and set the baseline for identifying potential environmental risk and opportunities, managing the environmental impact of our activities and projects during our business development, and improving our environmental performance. As part of our risk management process, environmental risks are regularly identified, monitored, and mitigated at every business level.

We operate in a manner that minimizes the environmental impact of, and address the risks associated with, our activities, through effective environmental management standards that are implemented in an extended lifecycle context and perspective in line with the latest ISO 14001 requirements and are in compliance with all applicable environmental regulations. We seek to prevent and reduce our impact on the environment in accordance with legal requirements, ISO 14001 requirements, and international and internal standards. Environmental performance, including environmental incidents, rates, and risks, are consolidated monthly and reported to senior management.

By December 31, 2021, 21 (or 64%) of our main operating centers were ISO 14001 certified, including main offices, managed projects, and industrial sites. For each of these operating centers, the environmental management system was audited and certified by an independent third party.

### 3.2.4. ENVIRONMENTAL EXPERTISE

Our global expertise puts us in a unique position to contribute to the reduction of the energy industry’s environmental footprint by making available to our clients the most efficient technologies and by reducing the impact of the activities we are conducting. This approach is supported by implementation of our risk-based management system in all our processes from design to delivery and by continuous improvement of data collection and close monitoring of our environmental lagging and leading performance indicators. We support the highest environmental standards by employing a high-efficiency design and applying best available industry practices across the life cycle of each project, activity, product or service.

Our approaches include:

- Environmental Aspects and Impacts Identification (“ENVID”), a multi-disciplinary analysis of impacts and opportunities, which is the cornerstone of our environmental management system. Technip Energies conducts ENVID in assets, at project design phase and during EPC execution phase;
- “Best Available Techniques”, ensuring prevention and control of industrial emissions of pollutants; and
- “Life Cycle Assessment”, measuring environmental impacts during the life cycle of an equipment, a unit or a facility.

By way of illustration, approximately 90% of projects at design phase and 62% of projects in execution (Engineering, Procurement, Construction phase) carried out in 2021 by our Paris operating center included an ENVID for the future operation phase of our customers. ENVIDs provide momentum to reach two key objectives:

- Anticipate environmental risks, taking into account foreseeable emergency situations as well as those which would result from normal operations (e.g. waste generation); and
- Mitigate the priority risks and identify the opportunities of development (e.g. by implementing circularity principles, such as local purchasing).

At Technip Energies, once a team is mobilized on a project, we promote the continuous improvement of our HSE management system, through the sharing of best practices. The collection of these practices, called Risk Reduction Projects (“RRP”), allows us to select the most innovative mitigation measures which are then integrated in our internal standards and workflows. The RRP are reviewed quarterly by our Incident Review Committee. In 2021, among the 98 mitigations measures identified, 28 were fully dedicated to environmental protection, and a dozen will be integrated in Technip Energies internal standards.

In 2021, we also significantly enhanced the environmental part of some of our key programs, including PULSE, our global HSE culture and engagement program:

- PULSE for Engineers with inputs related to carbon footprint and circularity; and
- Behavior Based Safety (“BBS”), based on observations of work practices used during daily activities.

We also upgraded our HSE leadership visit booklet supporting our managers when visiting sites and the HSE excellence audit checklist for sites.

### 3.2.5. CIRCULAR ECONOMY IN OUR PROJECTS' LIFECYCLE

A circularity approach appears both natural and promising for Technip Energies as it fosters a shift from the traditional “take-make-dispose” economic model to one that is regenerative by design. The objective of circularity is to retain as much value as possible from resources, products and materials by creating a system that allows for long life, optimal reuse, refurbishment and recycling.

As an engineering company, our two main focuses are the following:

- Eco-design by minimizing externalities of our products – whether goods or services – at the earliest stage, increasing reparability and anticipating dismantling. It is historically part of our DNA to provide the most efficient design for our customers; and
- Sustainable supply chain by incorporating sustainability considerations throughout the procurement process, as this activity is a critical part in executing successful projects.

### 3.3. ESG KEY INDICATORS

An independent practitioner performed procedures on a selection of sustainability information presented in sections 3.3, 3.4, 3.5 and 7.1 and issued a limited assurance report on it.

#### 3.3.1. CARBON FOOTPRINT

At Technip Energies, we engage with our various stakeholders to find and develop solutions to assess and reduce our global carbon footprint, including all direct and indirect GHG emissions – whether scope 1, 2 or 3, as defined in the Greenhouse Gas Protocol Corporate Accounting and Reporting Standard.

We have started to reshape our approach regarding climate change adaptation and mitigation. With the mobilization of a fully dedicated taskforce, our approach has been reviewed and confirmed with the support of a well-recognized third party in order to ensure a fully transparent and consistent approach, sound follow-up and tracking of our reduction objectives.

#### Our Carbon Footprint Mapping



According to the Greenhouse Gas Protocol, which establishes comprehensive global standardized frameworks to measure and manage GHG emissions from private and public sector operations, value chains and mitigation actions, two distinct approaches can be used to consolidate GHG emissions: the equity share approach and the control (financial or operational) approach. Technip Energies has decided to follow the equity share approach, which we believe is more representative of our activities. The present reporting is aligned with this approach and with IFRS 15 accounting rules. Therefore, and consistent with our financial reporting under IFRS 15, only permanent assets are reported in scopes 1 and 2 as part of Technip Energies assets while temporary facilities and other activities related to our clients' assets (i.e. our projects) are reported separately under scope 3, in a dedicated table, as shown below.

It is to be noted that compared to previous years, the reporting structure and mapping have been reviewed to align with Greenhouse Gas Protocol principles and concepts, and scopes 1 and 2 have been completed with missing components while subcontracted construction activities are now reported as part of scope 3, with data accuracy having been confirmed with additional cross-checking and greater comprehensiveness. We have outlined our plans for continued reporting expansion with the ultimate objective of setting a scope 3 emissions reduction target in the future.

The assessment of our value-chain emissions is an integral part of our sustainability strategy. The calculation of scope 3 emissions is one of the most complex and technically challenging topics in the field of sustainability. This year, we are disclosing only a portion of our scope 3 emissions, and we will expand our reporting to include new categories of both upstream and downstream emissions.

## GHG emissions related to our assets

The annual quantities of GHG emissions measured in tons of CO<sub>2</sub> equivalent resulting from Technip Energies activities are of three types, scope 1, 2 and 3, and are typical of engineering activities. However, only scope 1 and 2, as was

the case in prior years, are reported in 2021. Starting from 2022, scope 3 emissions for our assets (consisting mainly of business travel, employee commuting, equipment for our offices or industrial sites) will also be reported. Scopes 1 and 2 figures are summarized in the table below:

Table 2 – Assets GHG Emissions

GHG Emissions (in metric tons CO <sub>2</sub> equivalent) <sup>(1)</sup>	2021	2020
<b>SCOPE 1</b>		
Offices	2,142	1,596
Industrial sites	682	533
Total Assets GHG emissions scope 1	2,824	2,129
<b>SCOPE 2</b>		
Offices	14,969	15,061
Industrial sites	1,045	1,348
Total Assets GHG emissions scope 2	16,014	16,409
<b>TOTAL ASSETS GHG EMISSIONS SCOPE 1 AND 2</b>	<b>18,838</b>	<b>18,538</b>

(1) Refer to the methodological note below.

Scopes 1 and 2 for year 2019 have been assessed as 20,460 tons of CO<sub>2</sub> (“tCO<sub>2</sub>”) for both scopes (2,734 tCO<sub>2</sub> for scope 1 and 17,726 tCO<sub>2</sub> for scope 2) despite the difficulty in separating emissions resulting from our activities and from those of TechnipFMC as we were one group at that time. A decrease of CO<sub>2</sub> emissions between 2019 and 2020 occurred for both scope 1 and 2 (-9.4%) while a slight increase occurred between 2020 and 2021 (+1.6%).

We have 87 offices spread around the world where our engineering and project management activities are developed. Since 2019, their CO<sub>2</sub> emissions have globally decreased. However, the impact of our active efforts to reduce the emissions are difficult to assess due to the worldwide COVID-19 sanitary crisis which, depending on the countries and periods, induced lower (offices closed) or higher (higher venting) CO<sub>2</sub> emissions in buildings. A deeper analysis will be carried out when the crisis is over, based on a geographical approach and with a focus on the USA and India operating centers which are the two biggest contributors.

It should also be noted that in 2020 and 2021, industrial activity has been largely impacted by the worldwide COVID-19 sanitary crisis. GHG emissions in 2020 and 2021 do not reflect available manufacturing capacity. Industrial site workload – and emissions – is expected to grow from 2023 onwards. Our industrial sites had the following scope 1 and 2 emissions: 3,208 tCO<sub>2</sub> in 2019, 1,881 tCO<sub>2</sub> in 2020 and 1,727 tCO<sub>2</sub> in 2021.

Table 3 – Projects GHG Emissions

GHG Emissions (in metric tons CO <sub>2</sub> equivalent)	2021	2020
<b>SCOPE 3 UPSTREAM</b>		
Scope 3.1. Purchased goods and services for subcontracted construction activities	225,097	103,673
<b>TOTAL PROJECTS GHG EMISSIONS SCOPE 3(1)</b>	<b>225,097</b>	<b>103,673</b>

(1) Calculated categories only.

### Methodological note for Assets scope 1 and 2

- Scope 1 comprises CO<sub>2</sub> emissions from combustion of energy (natural gas, fuel by type, propane), fugitive emissions (refrigerants) and from processes, if any (carried out at industrial sites).
- Owned data centers hosted by third parties and company vehicles were not reported in 2019 and in 2020 but have been assessed and incorporated in 2021 to our offices' figures.
- Some offices are partially sub-leased and are included in scopes 1 and 2 (with the exception of a building in Houston which is entirely sub-leased to a third party and has been excluded).

### GHG emissions related to projects for our clients

The annual quantities of GHG emissions measured in tons of CO<sub>2</sub> equivalent resulting from projects we have carried out for our clients will be detailed in 2022 and 2023. This year, as for previous years, only CO<sub>2</sub> emissions related to our subcontracted construction activities at sites or yards (including purchased fuels, purchased electricity, transmission and distribution losses) are reported in the table below:



Scope 3.1 – Purchased goods and services on projects for our clients comprise the direct supply of goods (equipment and bulk such as piping, electrical, instrumentation), subcontracted construction activities (erection at yards and sites), offshore campaigns, supplies by subcontractors (structure, concrete) and transportation.

However, the figures provided for 2020 and 2021 comprise only subcontracted construction activities (erection at yards and sites) on projects for our clients. An exhaustive assessment will be carried out in 2022.

Scope 3.1 emissions have been assessed as 69,237 tCO<sub>2</sub> for year 2019 and 288,270 tCO<sub>2</sub> for year 2018 despite the difficulty in separating emissions resulting from our activities from those of TechnipFMC as we were one group at that time.

Variation between years is explained by activities at construction sites and yards which are fully dependent on projects activities and their construction phases. The top

three contributors during 2021 were, in decreasing order, construction sites in Egypt and Bahrain and construction yards in China.

In the coming years, the following new categories will be added and will make up Technip Energies' scope 3 emissions:

- Scope 3 Upstream: direct supply of goods (equipment and bulk such as piping, electrical, instrumentation), subcontracted vessels for modules transportation, towing, offshore campaign, supplies by subcontractors (structure, concrete) and transportation; and
- Scope 3 Downstream: pre-commissioning and commissioning activities, plant operation including direct CO<sub>2</sub> emission equivalent (GHG, fugitives), use of chemicals, use of water, indirect purchased electricity, steam, heating and cooling, disposal and treatment of wastes, maintenance and equipment replacement (spare parts) and plant dismantling.

### 3.3.2. ENERGY MANAGEMENT

Our Global HSE and Security policy includes a clear commitment to continuously improve our energy and resource efficiency whether in the designs we provide or in the way we execute projects.

The annual energy consumption of our offices, industrial sites and projects we execute for our clients (construction sites and yards) is presented in the table below:

**Table 3 – Energy Consumption**

Energy Consumption (MWh)	2021	2020
Offices	49,622	44,118
Industrial sites	7,751	7,570
Construction sites and yards	592,294	286,629
<b>TOTAL</b>	<b>649,667</b>	<b>338,317</b>
<b>% of renewable electricity(1)</b>	<b>6.9%</b>	<b>3.1%</b>

(1) Includes all energy consumed coming from external renewable sources and from internal production (through solar panels or heating).

In absolute value, energy consumption has significantly increased in 2021 compared to 2020. This is mostly due to catch up work at project sites after the exceptional 2020 year marked by the COVID-19 crisis. More specifically, we can note in 2021 acceleration of fabrication and construction activities of one our main LNG projects in China and Russia. However, if we consider the overall quantity of energy consumed per worked hours, this consumption is stable between the two years.

On construction sites, the source of energy is traditionally either diesel or the power grid. In 2021, the share of clean electricity has increased significantly due to electricity from renewables being available from the grid, or from internal production (solar or energy recovery from compressors notably).

In 2021, Technip Energies headquarters moved to a brand new building, Origine, located in La Défense area, France, spanning over 51,000 sqm which are dedicated exclusively to Technip Energies with two eight-story buildings connected by gardens and walkways on the upper floors.

This environment-friendly building is distinguished by its innovative bioclimatic architecture, its mixed wood-low carbon concrete structure and its high level of certifications and labels, awarded by French and international organizations: HQE Excellent (*Haute Qualité Environnementale*), BREEAM Outstanding (Building Research Establishment Environmental Assessment Methodology), LEED Gold (Leadership in Energy and Environmental Design), BIODIVERCITY, E3C2, WELL and more. Main characteristics include materials with low environmental impact, e.g. a low-carbon concrete and wood framework; low-carbon energy sources via a mix of geothermal energy and photovoltaic panels on the roof, a 100% green electricity contract; rainwater recovery for sanitary facilities and gardens; natural ventilation of the building with more than 1,800 windows to be partially opened; 4,730 sqm of green areas, representing more than 36% of the plot. This building should allow significant energy savings compared to the previous building (Adria tower in La Défense area, France).



### 3.3.3. ENVIRONMENTAL FOOTPRINT

#### Waste management

Technip Energies has been making a dedicated effort to apply circularity principles when it comes to waste management. Going beyond applicable regulations, we are continuously promoting the recovery of waste generated, which may then be used by other stakeholders.

For example, in Asia Pacific for a project in Vietnam, soil and dredging materials generated from the excavation phase is systematically reused for backfilling. Also the wood from packaging material (with heat treated marking) is reused to make wooden pallets and material boxes for the transportation and storage of equipment. Another action is our focus on single-use plastics elimination with a dedicated awareness campaign focusing on the 5R (refuse, reduce, reuse, repurpose, recycle) lifestyle habits.

Table 4 – Waste Management

Waste Generated (tons)	2021	2020
Offices	1,406	585
Industrial sites	624	786
Construction sites and yards	63,483	298,592
<b>TOTAL</b>	<b>65,513</b>	<b>299,963</b>
<b>% sent to landfill, mass burn incineration</b>	<b>23.5%</b>	<b>3.7%</b>
<b>% reused, recycled, recovered and composted</b>	<b>76.0%</b>	<b>96.2%</b>

The decrease of the valorized waste percentage in 2021 is mostly due to one mega-project in Vietnam that has ended a significant excavation phase. The project team has managed in 2020 exceptional quantities of soil (categorized as waste by local regulation) being fully reused on site, for instance for backfilling purposes.

#### Water and effluent management

As water is a key resource for biodiversity and societies, Technip Energies is actively seeking to save water and recycle effluents.

In 2021, many of our projects have seen increases in the quantity of water utilized at sites which is coming from reusable source for the hydro-testing phase, notably in Egypt and China. Stormwater from ponds has also been used for dust suppression or vehicles cleaning activities.

Table 5 – Water Management

Water Consumption (m <sup>3</sup> )	2021	2020
Offices	173,677	121,331
Industrial sites	15,316	17,490
Construction sites and yards	1,794,796	744,128
<b>TOTAL</b>	<b>1,983,789</b>	<b>882,949</b>
<b>% from recycled or reused sources(1)</b>	<b>21.3%</b>	<b>6.2%</b>

(1) Wastewater from another organization, wastewater treated and reused internally and rainwater collected and stored for reuse.

During 2021, Technip Energies has intensified its reporting on water usage during operations, notably during project execution. This explains the increase in total water consumed as compared with 2020.

At the same time, this reporting has made it possible to praise work done by two of our mega-projects, in Egypt and China, in reusing multiple times hydro-testing waters required for the commissioning phase. Also, more projects reused in 2021 stormwater from ponds for dust suppression as well as wastewater treated for civil works purpose.

**Table 6 – Effluent Management**

<b>Water Effluents (m<sup>3</sup>)</b>	<b>2021</b>	<b>2020</b>
Offices	128,575	100,350
Industrial sites	6,888	5,479
Construction sites and yards	1,064,306	740,951
<b>TOTAL</b>	<b>1,199,769</b>	<b>846,780</b>
<b>% discharged into the environment after quality controls</b>	<b>26.8%</b>	<b>33.8%</b>
<b>% sent to external wastewater treatment</b>	<b>47.5%</b>	<b>39.6%</b>
<b>% recycled or reused internally</b>	<b>25.6%</b>	<b>19%</b>

Wastewater generated by Technip Energies also increased in 2021 compared to 2020. This increase is due in part to improved site team reporting. More importantly, the percentage of effluent recycled internally improved in 2021, allowing us to reduce pressure on freshwater resources required to operate.

We also seek to optimize water conservation once our projects are in operation. As an example, in Qatar, our design for an LNG plant will conserve 10.7 million cubic meters of water per year by recovering 75% of the plant’s tertiary water (internal cooling water loop instead of sea water cooled process).

### 3.3.4. BIODIVERSITY

As the global community examines its relationship with the natural world in light of the climate crisis, one thing is certain, we are all dependent on ecosystems for our health, food, medicines, shelter, etc. Water and aquatic environments are major components of biodiversity.

In this context, our strategy is to continuously:

Technip Energies’ activities represent potentially multiple pressures on the biodiversity:

- Consumption of non-renewable resources during project execution and future plant operation; and
- Direct or indirect impacts on the ecosystems, including:
  - Alteration of natural environments, notably the soil,
  - Displacements of fauna-flora species because of various disturbances (noise, light),
  - Water, air, soil accidental pollution whether localized or diffused, and
  - Unintentional introduction of invasive species, notably during offshore campaigns.

- Improve our risk assessment on biodiversity at each project phase;
- Give priority to the avoidance and reduction of impact;
- Increase our internal awareness of the regulations and the best available techniques in our sector; and
- Continue to develop R&D that may be relevant to biodiversity.

Specific environmental training and awareness campaigns may be organized on projects if the context requires it. For instance, for a project located in Mexico, our Americas’ operating center has provided in 2021 multiple trainings during site preparation phase to ensure that the workforce is informed regarding the protection of the endemic fauna and flora. Training also included water management and emergency situations management. The training program was provided to personnel prior to starting their mobilization on site and was then updated every six months.

### 3.3.5. ENVIRONMENTAL INCIDENTS

The prevention of environmental incidents is of the utmost importance to our Company, to our clients and to the society in general. At Technip Energies, all operating centers, assets and projects have a system of reporting environmental incidents within their HSE management system.

In 2021, we have continued to raise awareness with our teams in order to ensure complete and sound reporting of any environmental incident that negatively affects the environment, whether directly or indirectly. A specific training support was prepared and has been progressively displayed in all operating centers. It includes requirements and advice with concrete business cases.

**Table 7 – Environmental incidents**

<b>Environmental incidents</b>	<b>2021</b>	<b>2020</b>
Near Miss	16	6
Minimal	32	17
Limited	6	2
Adverse	2	0
Significant	0	0
Catastrophic	0	0

In 2021, our performance demonstrates that our commitment to raising the awareness of all employees is paying off. In just one year, we have improved significantly all our statistics, including near misses reported, which are situations that could have adversely impacted the environment, whether directly or indirectly.



## 3.4. BUSINESS INTEGRITY, ANTI-CORRUPTION POLICIES AND HUMAN RIGHTS

### 3.4.1. TECHNIP ENERGIES' CODE OF BUSINESS CONDUCT

Technip Energies' aim of building a better tomorrow is intrinsically linked to the respect of its Values. Our Code of Business conduct serves as a fundamental guide that must be read and followed by our directors, officers, and employees.

Our Compliance program is designed to prevent, detect and remediate violations of our Code of Business Conduct whenever they arise. The Company is committed to continuously improving and enhancing its Compliance program, through relevant risks assessments, data analysis, policies and procedures, and cooperation amongst key stakeholders.

Technip Energies relies on a complex array of third parties for the performance of its projects. To ensure that our suppliers and subcontractors share Technip Energies commitment to ethical business practices, the Company implements risk-based due-diligence, monitoring and contractual safeguards. The Company clarified its expectations by publishing its *Suppliers & Subcontractors Integrity Expectations* (<https://www.technipenergies.com/about/integrity-compliance>), outlining principles that must be adhered to as a condition of any business relationship with Technip Energies.

#### Governance

The Compliance organization is part of the Legal Department, which is led by the Chief Legal Officer. The Company's Chief Compliance Officer leads a dedicated team of legal and compliance professionals that provide support, advise and risk management services relating to anti-bribery and corruption, internal investigations, trade sanctions, export controls, conflicts of interests, human rights and data privacy. Dedicated subject matter experts and compliance counsels serving geographic roles and covering countries where the Company operates ensure that the Compliance program is implemented consistently across the different businesses and geographies of the organization.

The Chief Compliance Officer reports to the Chief Legal Officer, and to the ESG Committee of the Board of Directors. The ESG Committee plays a key role in the oversight and continued development and implementation of the Company's Compliance program (including procedures for allegation reporting, investigation and remediation) to ensure that the Company operates in compliance with principles of ethical conduct and good governance.

The Chief Legal Officer reports to the Chief Executive Officer and to the Audit Committee. The latter reviews, *inter alia*, all material legal and compliance matters that may have a material impact on the Company's financial statements, as well as – and along with the ESG Committee – the Company's systems and controls for the prevention of bribery and receive reports on non-compliance.

### 3.4.2. ANTI-CORRUPTION AND ANTI-BRIBERY COMPLIANCE CONTROLS

The Company is required to comply with numerous laws and regulations, in jurisdictions around the world where it conducts business. This includes countries perceived as presenting an increased risk of corruption.

Regardless of where it operates, Technip Energies does not accept any form of corruption and prohibits all acts of corruption (including bribes, facilitation payments, kickbacks, and self-dealing) and influence peddling. The Company does not make or accept improper payments to obtain or retain business with those in government or the private sector, or as a reward for awarding subcontractor or supplier contracts. We are committed to complying with all international and national legislation against illegal payments, including prohibitions on facilitation payments (to expedite routine and administrative government action) except in extraordinary circumstances where the safety or security of an employee is in immediate danger.

Dedicated Standards, policies and procedures are in force within the Company and are designed to supplement the Code of Business Conduct by providing a clear and comprehensive operational framework. Such Standards, policies and procedures address in more details the applicable bribery and corruption risks exposures, and include:

- An Anti-Bribery and Corruption Standard, that sets out the Company's principles for strict compliance with applicable anti-bribery and corruption laws;
- A Third-Party Intermediaries and Business Partner Standard, which clarifies the requirements for the due diligence and monitoring of Third-Party Intermediaries and joint ventures/consortia partners. This Standard is designed to enable Technip Energies to assess and manage bribery and corruption risks as part of its global conduct of its business activities;
- A Gifts, Hospitality, and Travel Standard, which sets forth our rules related to the receipt or provision of gifts, hospitality, or travel, and establishing procedures for the approval, reporting, and accounting of such. The Gifts, Hospitality, and Travel Standard assists employees in ensuring that gifts and hospitality, whether given or received as part of a usual courtesy of business, are not and cannot be considered as bribes;
- A Social Donations, Sponsorships, and Charitable Contributions Standard which sets forth our rules related to the making of contributions to our communities to ensure contributions are not misused for improper purposes, such as to disguise illegal payments to government officials;
- A Conflicts of Interests Standard, which sets forth our rules related to the identification and disclosure by employees of actual or potential conflicts of interests that could affect the performance of their duties.



These Standards are supplemented by internal operating procedures and guidelines. We have several processes to monitor compliance with our rules by employees and business partners, including by embedding compliance processes into the processes run by other functions. The Internal Audit department conducts periodic, independent audits of the Company's compliance processes to assess the effective implementation of such Standards. Internal Audit reports the results of its audits to the Audit Committee of the Board and to Company's management. Such reports may include recommendations for strengthening the Company's controls.

In 2021 Technip Energies, in compliance with France's Sapin II anticorruption law, performed an anti-bribery and corruption risk assessment of its French business unit. While the assessment did not identify areas of risk that were not already addressed, the Company is implementing additional measures, to the extent required, to further strengthen the existing policies, procedures and controls in place.

### Communication and awareness

Technip Energies uses a variety of tools to engage with employees, managers and third parties, such as face-to-face and town-hall meetings, e-learning modules, dedicated intranet webpages, articles, posters, targeted emails, short videos, messages on our internal social media "Yammer" network and dedicated introductions prior to every meeting.

In 2021, our managers took part in the Ethics and Compliance Top-Down Training for Managers, a compliance session dedicated to trainings delivered by managers and for managers.

The Company has also developed nine Microlearnings, which are e-learnings developed in-house, covering anti-bribery and corruption, trade compliance, and data privacy. A tenth Microlearning, dedicated to human rights, is currently being finalized.

### Our culture of speaking-up and no retaliation policy

The Company encourages its employees to ask questions and report behaviors that may violate the guidelines set out in our Code of Business Conduct or in the policies and procedures that derive from it.

Various channels are available to report such concerns, and include anyone within the Company's management, the Chief Compliance Officer or anyone within the Compliance organization, any officer of the Company, HR representatives or members of the legal department.

Moreover, employees and third parties can report concerns using an independent third party via a dedicated reporting helpline (available at <https://secure.ethicspoint.com>). The helpline allows users to submit questions or concerns securely and confidentially.

Each report of a potential violation of our Code of Business Conduct has been and will be treated seriously, and investigated following the principles of objectivity, confidentiality, thoroughness, proportionality, timeliness and professionalism. Investigators must follow certain processes in the conduct of their investigations to ensure structure, consistency and best practice in the conduct of all investigations.

Technip Energies has a zero-tolerance policy on retaliation against employees for reporting suspected violations of policies or Code of Business Conduct, or against those who assist in investigations of suspected violations.

### Other compliance requirements

As relates to aspects related to procurement, supply, and construction, Technip Energies will seek to identify at the outset regulatory and compliance requirements, whether of a national or supranational nature (e.g., European Directives). It will then develop a plan to ensure project development and implementation in order to maintain effective regulatory compliance management processes and deliver the work in compliance with applicable statutory requirements. The Company's operations and construction activities are governed by international, regional, transnational, and national laws and regulations in each jurisdiction in which the Company operates relating to matters such as environmental protection, health and safety, labor and employment, import/export controls, currency exchange, bribery and corruption, professional and operational licensing, and taxation. These laws and regulations are complex, frequently change, and have become increasingly stringent over time. In the event the scope of these laws and regulations expands in the future, the incremental cost of compliance could adversely impact the Company's financial condition, results of operations, or cash flows. Examples of government laws and regulation that may have a material effect on the Company's business include:

- **Environmental matters:** The Company's facilities and operations are subject to various environmental laws and regulations in the jurisdictions in which it operates. These environmental requirements may include, among other things, certain pollution control measures or limits for solid and hazardous wastes, water discharges and air emissions, and measures relating to greenhouse gas emissions and/or the mitigation of climate change and may require businesses whose activities have an impact on the environment to obtain permits regulating those activities. Non-compliance with such control measures and permits may result in criminal or civil penalties, damage claims, an obligation to remediate any environmental damages (including damages to natural resources), litigation and/or claims by third parties and/or an obligation to take reasonable measures to prevent pollution or degradation of the environment from occurring, continuing or recurring;
- **Anti-Corruption Laws and Regulations:** The Company's international operations are subject to anti-corruption laws and regulations, such as the anti-corruption provisions of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or French law No. 2016-1691 dated December 9, 2016. These statutes generally prohibit providing anything of value to third parties, including foreign officials, for the purposes of obtaining or retaining business or securing any improper business advantage. The Company may deal with both governments and state-owned business enterprises, the employees of which are considered foreign officials for purposes of these laws;
- **Export Controls and Trade Sanctions Regulations:** The Company is subject to export controls and trade and economic sanctions laws and regulations, including those administered by the United Nations, the European Union, the U.S. Department of Commerce's Bureau of Industry and Security, the U.S. Department of the Treasury's Office of Foreign Assets Control and the U.S. Department of State. These statutes may prohibit or restrict the Company's ability to, directly or indirectly, conduct activities or dealings in countries or territories or with persons that are the target of trade sanctions-related prohibitions and restrictions.

The Company has implemented internal controls designed to minimize and detect potential violations of laws and regulations in a timely manner, but it can provide no assurance that such policies and procedures will be followed at all times or will effectively detect and prevent violations of the applicable laws by one or more of its employees, consultants, agents, or partners.

### 3.4.3. HUMAN RIGHTS

Our Code of Business Conduct, which reflects our commitment to acting ethically and lawfully, recognizes human rights. We do not tolerate any form of modern slavery, child, forced, indentured, or involuntary labor, regardless of where we conduct business.

It is our policy that our Code of Business Conduct be shared and discussed with our clients, suppliers, and business partners to better explain our rules of conduct and reinforce our culture of accountability. We aim to develop business relationships with like-minded subcontractors, suppliers, and business partners who are guided by a similar set of principles of business conduct and aspire to only do business with counterparties who respect human rights and uphold labor laws.

The Company endeavors to ensure compliance with human rights within the scope of its operations and in accordance with the following international human rights regulations and principles:

- The United Nations Guiding Principles on Business and Human Rights;
- The 1948 Universal Declaration of Human Rights; and
- The International Labour Organization's Fundamental Conventions regarding the freedom of association, the eradication of discrimination and forced labor and the abolition of child labor.

The Company has reaffirmed its commitment to a safe and open work environment by joining Building Responsibly, and by becoming a member of the Steering Committee of this important industry body. Building Responsibly is a group of leading engineering and construction companies that are working together to promote the rights and welfare of workers across the industry, and Technip Energies has been instrumental in the development of tools and standards associated with the Building Responsibly Worker Welfare Principles. The Company is also a member of the United Nations Global Compact.

Human rights principles at Technip Energies encompass a broad range of topics, from prohibiting any form of child labor, forced labor or modern slavery; prohibiting discrimination in all forms; creating a working environment free from any form of harassment or violence; ensuring fair working conditions; maintaining a safe, healthy and secure workplace; ensuring ethical recruitment; respecting freedom of association and collective bargaining and grievance mechanisms. The protection of human rights principles involves many aspects of our operations and is a topic handled by different functions and departments working together to develop and implement effective processes to foster a better working environment for our employees and our subcontractors.

The occurrence of any such violation could subject the Company to penalties and material adverse consequences on its business, financial condition, or results of operations.

We have defined our overall policy by engaging with external and internal stakeholders to embed respect for human rights in our operations and business relationships and promote the protection of human rights for our employees in the workplace and across our supply chain as a foundational business practice. We have developed a Human Rights Standard, supplemented by dedicated processes, which collectively set forth recognized human rights and worker welfare principles to ensure our operations are executed in compliance with these standards and to ensure everyone with whom we work is treated with respect and dignity. For example, we have developed Suppliers and Subcontractors Integrity Expectations which include commitment to human rights principles and we are deploying these expectations with our partners, requiring adherence to the Suppliers and Subcontractors Integrity Expectations in the execution of operations. We follow a risk-based approach to assess our operations at higher risks for human rights concerns and define mitigation measures to address the risks related to worker welfare. Subcontractors and suppliers may be subject to human rights due diligence to understand potential areas of concern and define specific actions to mitigate the concerns before the execution of work. In addition, we are working on developing processes to evaluate the implementation of human rights and workers welfare requirements by our subcontractors during the execution of the work. In some instances, a set of human rights KPIs aimed at monitoring the human rights performance of the subcontractors during operations has been developed and integrated to the contractual requirements. Also, we continue to assess how our company-wide monitoring processes could be reinforced in this area.

Our employees are encouraged and expected to report violations or suspected violations of our Code of Business Conduct. Various channels are available, including the option to report concerns to managers, to anyone in the corporate compliance or legal department, to an employee's human resources representative, or to an independent third party via a dedicated reporting helpline and website. We have a zero-tolerance policy on retaliation against employees for reporting suspected violations of our policies or Code of Business Conduct or for cooperating with an investigation. We encourage employees and others to raise questions and concerns to ensure that we are leading by example.



### 3.5. HEALTH, SAFETY AND ENVIRONMENT

Technip Energies has placed safety at the core of its values and is committed to ensuring the safety of its employees and contractors.

We continue to strengthen our HSE culture and leadership among our employees and contract staff. This aligns with our focus on caring for people. PULSE, our Global HSE Culture and engagement program, is designed to extend HSE principles to, and share with, all those we work and live with.

#### HSE Performance

Tragically, in November 2021 we were deeply saddened by the accidental death of three subcontractors of the BOMESC yard where Arctic LNG 2 modules are being built in China.

Total Recordable Incident Rate (“TRIR”) has decreased from 0.25 in 2017, to 0.16 in 2018, to 0.07 in 2019 to 0.04 in 2020 and increased to 0.08 in 2021. Lost Time Injury Rate (“LTIR”), which stood at 0.03 in 2017 and in 2018, was reduced to 0.02 in 2019, to 0.01 in 2020 and increased to 0.02 in 2021.

#### Safety – 5-years records

Total recordable incident rate (TRIR)<sup>(1)</sup>



The Serious Incident and Fatality Rate (“SIFR”), a key safety indicator which aims at an additional focus to the serious and high potential incidents, has decreased from 0.05 in 2017, to 0.03 in 2018, to 0.02 in 2019, increased to 0.03 in 2020 and decreased to 0.01 in 2021.

The track record on major projects are illustrative of this performance:

- **HURL Project:** 50 MMH (million man hours) without LTI;
- **ALNG Project:** 48 MMH without LTI;
- **BAPCO Project:** 41 MMH without LTI;
- **HGU Project:** 10 MMH without LTI;
- **KARISH Project:** 10 MMH without LTI;
- **NESTE Project:** 8.7 MMH without LTI;
- **TORTUE Project:** 6.6 MMH without LTI;
- **CORAL Project:** 4.7 MMH without LTI.

Lost time injury rate (LTIR)<sup>(2)</sup>



(1) TRIR: Total recordable incident rate.

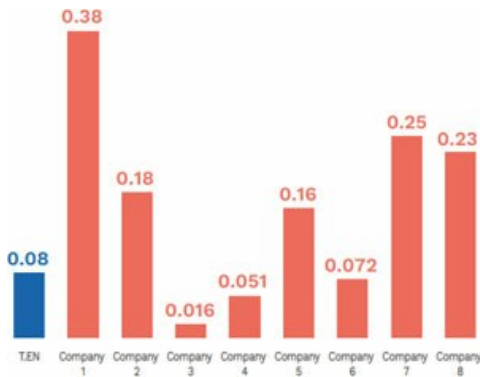
(2) LTIR: Lost time injury rate.

\*IOGP: International Association of Oil & Gas Producers.

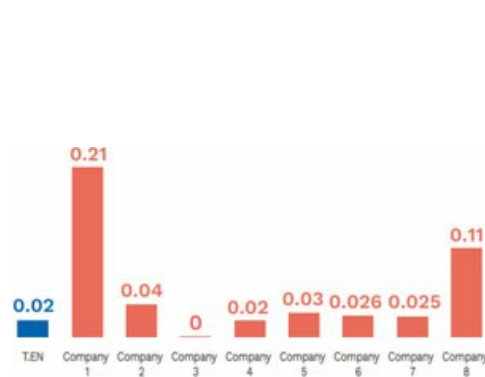


## Safety – Peers comparison\*

Total recordable incident rate (TRIR)<sup>(1)</sup>



Lost time injury rate (LTIR)<sup>(2)</sup>



(1) TRIR: Total recordable incident rate.

(2) LTIR: Lost time injury rate.

\* Technip Energies 2021 performance vs. peer companies 2020 performance. Our peers for this topic are: Baker Hugues, Fluor, JGC, Maire-Technimont, Saipem, Technicas Reunidas, Wood, Worley (not in the order of the graph).

## Medical

- The COVID-19 health crisis affected a limited number of Technip Energies employees, and all were cared for and treated in their home country and/or country of assignment.
- Internationally, 136 cases of medical assistance were opened for inpatient and outpatient treatment.
- Employees' mental health is an issue that has been highlighted in 2021 and will be in the years to come. Specific focus on providing a physically and psychologically healthy working environment for all employees worldwide is of the utmost importance.

## Environment

- Protection of the environment is a key part of our sustainability journey.
- In 2021, our strategy has consisted in helping clients reduce their environmental impact and to manage our operations by putting excellence first, and has shown its continued relevance in the current international environmental crisis, both in terms of climate and biodiversity.

For examples of our environmental actions see 3.3. ESG key indicators.



# 4 Risk and Risk Management

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### 4.1. RISK MANAGEMENT OVERVIEW

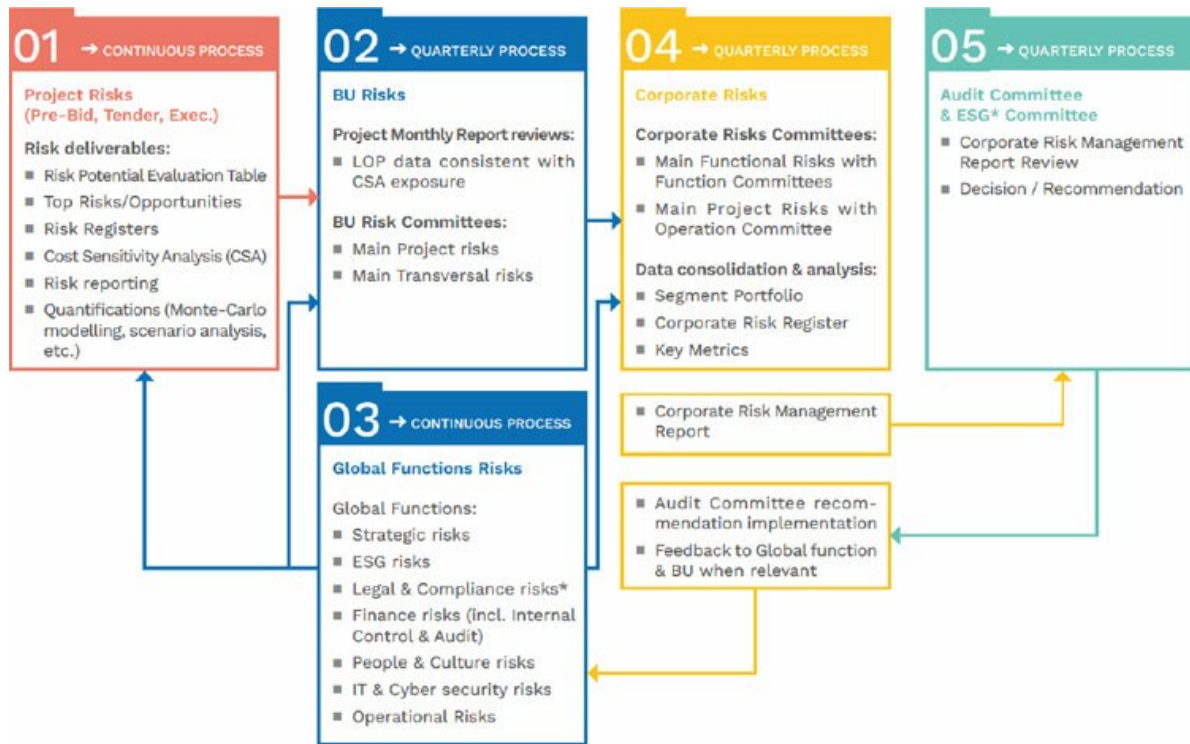
The recognition of risks, threats and opportunities is an integral part of the management process across our operations, in projects, business units and administrative functions. We have implemented and we are constantly maintaining an adequate system of internal control and risk management processes. This encompasses relevant organizational structures and procedures designed to safeguard our rights and assets, ensure the effectiveness and efficiency of our internal procedures, the reliability of our financial reporting and strict compliance with laws, regulations and best practices applicable to our businesses.

Within Technip Energies risk management is not a process that runs in isolation from the rest of our activities but rather is an integral part of existing company and business processes. The ERM Process is defined by a dedicated Global Practice Standard (“GPS”). This GPS is supplemented by external standards (such as ISO 31000) which contribute to process definition.

The Enterprise Risk Management (“ERM”) Process is an iterative and continuous process which is executed across all levels of the Company from Tender/Project level to Corporate level. It is designed to identify, assess, mitigate, monitor and report risks (both threats and opportunities).

- **Identify:** identification of events or situations that may occur (not certain) and could prevent the achievement of the objectives.
- **Assess:** qualitative evaluation of the risks identified in terms of severity and probability of occurrence. It allows us to prioritize the definition of a response plan.
- **Mitigate:** definition of the action or set of actions to be carried out to reduce risk criticality to an acceptable level.
- **Monitoring/Management:** management of the whole process through regular reporting and review meetings with the objective of continuously reassessing risks, anticipating new risks and follow-up on mitigation actions.

The following ERM reporting workflow has been designed to ensure a proper bottom-up and top-down sharing of the risks faced by the Company:



\* Compliance risks are covered by the ESG Committee.



## 4.2. ENTERPRISE RISK MANAGEMENT FRAMEWORK

Our ERM Framework is derived from the Institute of Internal Auditor's ("IIA") three lines model as follows:



*\*Notes: Strong collaboration between the three lines to fortify the Group RM approach & Governance.*

### 4.2.1. GOVERNANCE AND RESPONSIBILITIES

The governance and responsibility of the ERM framework is as follows:

- Board of Directors:** it supervises with the support of the Audit Committee the risks (threats and opportunities) identified through the ERM Process. It also assesses the effectiveness of the process and validates the ERM objectives.
- Executive Management:** Executive Management is responsible for the effectiveness of the ERM process and defines the ERM objectives and Technip Energies' risk appetite.
- Head of Enterprise Risk Management:** she/he is responsible for the design and implementation of the ERM process with regards to the ERM Objectives defined by Management.

## 4.2.2. BUSINESS UNIT AND PROJECT RISK MANAGEMENT

The first line of our ERM Framework consists of our business unit and project risk management and control systems which are based on a combination of appropriate resources, policies, procedures, behavior and actions intended to ensure that we conduct our business emphasizing health, safety and environmental standards, and that the design, execution and management of our projects are undertaken in accordance with Technip Energies' policies and procedures. Project risk management and internal control are also intended to identify and mitigate the transversal risks which could have a material impact on Technip Energies' assets, results, operations or our ability to implement our objectives and strategy, whether these risks are operational, commercial, legal, financial or related to compliance with ethical rules or applicable laws and regulation.

## 4.2.3. ENTERPRISE RISK MANAGEMENT AND INTERNAL CONTROL

The second line of our ERM Framework encompasses a bottom-up and top-down approach. Risk registers are developed at project and local level and rolled up into business units and functions risk registers which are then reviewed every quarter with the relevant executives of the Company. Emerging risks are identified throughout the year and escalated or pushed-down for assessment based on the identification of risks either by Non-Executive Directors or by Executive Committee members.

Our Management constantly endeavors to maintain an efficient internal control system, based on the framework of the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Within this framework, internal control is a process intended to provide reasonable assurance that the objectives related to operations, reporting and compliance with applicable laws and regulations are achieved.

The COSO framework is considered equivalent to the reference framework of the French Financial Markets Authority (Autorité des Marchés Financiers). Technip Energies' Management has similarly chosen to rely on this framework as part of its obligations under the Sarbanes-Oxley Act to which we are currently subject. The Group's internal control system is consequently built around the five components of the COSO framework.

The Group's internal control system covers the processes of the consolidated entities and key controls of some specific entities of which Technip Energies does not have full ownership. The progress and results of the internal control evaluation are coordinated and consolidated by the Corporate Internal Control Department and regularly presented to Corporate and Business Unit management, as well as to the Audit Committee.

Technip Energies operates in many different countries, sometimes with differences in accounting policies and local reporting requirements. This exposes Technip Energies to the risk of reporting figures that are not in line with the Group's IFRS framework, which may lead to a material impact on the reported figures. In order to mitigate this risk an accounting manual and other finance procedures containing detailed guidelines for the financial reporting are available to all employees. Continuous guidance and support is also delivered to senior management and controllers of reporting entities. Each quarter a process for the signature of representation letters is deployed at each level of the organization, with detailed statements regarding financial reporting and internal control.

Project risk management and internal control functions are active across the pre-bidding, proposal and execution phases of our activity, and feature various procedures that assess project selectivity, partner selection, contracting models and execution schemes prior to the grant of internal authorization to tender and authorization to submit a final bid. Additionally, at various project milestones, executive project reviews are undertaken to periodically assess compliance. We consider early engagement as an important component of risk management with regards to project execution as it helps identify and select the appropriate technology and design features. Additionally, our project execution risk mitigation approach helps in the selection of suitable partners and sub-contractors (including by drawing on our experience in relevant geographical areas).

The business plans of every reporting entity are also translated into forecasts with deviations from the forecast being revised on a regularly basis. Any unexpected circumstances that arise, or any substantial deviation from the forecasts, must be reported immediately to the responsible management. The reports submitted by operational management include an analysis of achievements versus approved plans and a forecast for the coming periods including actions to address any loss.

Technip Energies management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process designed by, or under the supervision of, the Chief Executive Officer and Chief Financial Officer, and effected by the Company's Board of Directors, management and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS as issued by the IASB.

Our management assessed the effectiveness of Technip Energies internal control over financial reporting as of December 31, 2021 and concluded that our internal control over financial reporting was effective as of December 31, 2021, based on criteria stated in Internal Control – Integrated Framework (2013) issued by the COSO.

The effectiveness of any system of internal control over financial reporting is subject to inherent limitations, including the exercise of judgment in designing, implementing, operating, and evaluating the controls and procedures, and the inability to eliminate misconduct completely. Accordingly, any system of internal control over financial reporting can only provide reasonable, not absolute, assurances. In addition, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. We intend to continue to monitor and upgrade our internal controls as necessary or appropriate for our business, but cannot assure that such improvements will be sufficient to provide us with effective internal control over financial reporting.



#### 4.2.4. INTERNAL AUDIT

Internal Audit, our third line of our ERM Framework, is an independent function within the organization and provides assurance that, in the pursuit of the Company's objectives, risks are being managed effectively and financial and other controls are in place. It assists Technip Energies in accomplishing its objectives by bringing a systematic and disciplined approach to evaluate and improve the effectiveness of the organization's risk management, control, and governance process.

Internal Audit performs the work in compliance with the Internal Audit Charter (which is approved by the Audit Committee and the Board) and the IIA (Institute of Internal Auditors) professional practices and requirements.

The risks and associated mitigation and management measures we have set out below are the material risks that could impact the Group.

### 4.3. RISKS TO WHICH WE ARE SUBJECT

The occurrence of any of the events or circumstances described in these risk factors, individually or together with other circumstances, could have a material adverse effect on the business, results of operations, financial condition and prospects of Technip Energies.

or circumstances not presently known to Technip Energies, or that Technip Energies currently deems to be immaterial, could, individually or cumulatively, prove to be important and could have a material adverse effect on Technip Energies' business, results of operations, financial condition and prospects.

All of these risk factors and events are contingencies, which may or may not occur. Technip Energies may face a number of these risks described below simultaneously, and one or more risks described below may be interdependent. The most material risk factors have been presented first in each category. The order in which the remaining risks are presented is not necessarily an indication of the likelihood of the risks actually materializing, of the potential significance of the risks, or of the scope of any potential harm to the business, results of operations, financial condition and prospects of Technip Energies.

We have described specific risk management or mitigation measures to address risks where we have been able to put these in place. However, certain risks may not be the subject to risk management or mitigation. Furthermore, risk management and mitigation measures may be insufficient to eliminate a risk altogether or to alleviate its potential impact in a significant manner.

In selecting the risk factors, Technip Energies has considered circumstances such as the probability of the risk materializing on the basis of the current state of affairs, the potential impact which the materialization of the risk could have on Technip Energies' business, financial condition, results of operations and prospects, and the attention that management of Technip Energies would have to devote to these risks if they were to materialize.

We have defined our risks according to five categories applicable to Technip Energies and its business. We have also listed the main risks associated to the ownership of Technip Energies's shares. Section 3.2.2 The risks detailed below are:

The risk factors are based on assumptions that could turn out to be incorrect. Furthermore, although Technip Energies believes that the risks and uncertainties described below are the material risks and uncertainties concerning Technip Energies' business, they are not the only risks and uncertainties relating to Technip Energies. Other risks, facts

- Strategic risks;
- Operational risks;
- Financial risks,
- Legal and regulatory risks;
- Taxation risks; and
- Ownership of Technip Energies shares.

Section 3.2.2. ESG Risk Management sets forth at the climate-related risks and opportunities to which the Company is subject.

**Risk Appetite**

Risk management activities conducted as part of the ERM process are subject to a risk appetite which depends on the nature of the risk. We determine at least annually or as required by the context the level of risk we are willing to be subject to as relates to main risk categories and to define our mitigation efforts as relates to such risks.

Main Risk Categories	Key Risks	Risk Appetite	Section	Technip Energies' approach
<b>Strategic</b>	<ul style="list-style-type: none"> <li>■ Market Exposure</li> <li>■ Innovation/ Acquisitions &amp; Divestitures</li> </ul>	<ul style="list-style-type: none"> <li>■ Average to high</li> <li>■ Average to high</li> </ul>	4.3.1.	For strategic risks, acceptable risk levels vary depending on the market considered. Our risk appetite will be higher in developing energy transition solutions than in already mature developed solutions. Generally, the risk appetite is between average to high.
<b>Operational</b>	<ul style="list-style-type: none"> <li>■ Project Management</li> <li>■ Employees</li> <li>■ QHSSE management</li> <li>■ IT &amp; Cybersecurity</li> </ul>	<ul style="list-style-type: none"> <li>■ Moderate</li> <li>■ Low</li> <li>■ Low</li> <li>■ Low</li> </ul>	4.2.2. & 4.3.2.	Operational risks are handled with a moderate risk appetite and a dedicated Risk Management Process. All risks related to employees, QHSSE and cybersecurity are subject to a low-risk appetite.
<b>Financial</b>	<ul style="list-style-type: none"> <li>■ Financial Strength</li> <li>■ Currency exchange</li> <li>■ Banking counterparty</li> </ul>	<ul style="list-style-type: none"> <li>■ Low</li> <li>■ Low</li> <li>■ Low</li> </ul>	4.3.3.	Financial risk appetite is low, with the intent of limiting/strictly monitoring financial risks and contract frustrating risk.
<b>Legal, Tax and Regulatory</b>	<ul style="list-style-type: none"> <li>■ Compliance</li> <li>■ Tax</li> </ul>	<ul style="list-style-type: none"> <li>■ Low</li> </ul>	4.3.4. & 4.3.5.	Compliance and tax are subject to a low risk appetite as Technip Energies strives for the highest level of compliance with legal and regulatory requirements.

**4.3.1. STRATEGIC RISKS****4.3.1.1. We operate in a highly competitive and fluid environment and we will need to successfully navigate the world's energy transition**

We compete on the basis of a number of different factors, such as product offerings, project execution, customer service and price. In order to compete effectively we must develop and implement innovative technologies and processes, and execute our clients' projects effectively. Increasingly this implies being able to provide product offerings, project execution and customer services which are responsive to energy transition demands. Our competition is continuously evolving to respond to the market changes and this may impact our ability to compete effectively with products or services offered by our competitors. Additionally, we can give no assurances that some of our key markets in the longer run will continue to play a leading role in the world's energy transition pivot.

Our position as a provider of capital expenditure ("CAPEX") solutions to the oil and gas industry has seen increased competition from service providers in Asia and the Middle East for less complex projects where we may be less competitive in terms of pricing. We may also face price competition in energy transition sectors that are less complex in terms of size, technology or other project challenges. This may impact our ability to maintain or grow market share in select sectors, and have a negative impact on our financial performance.

Additionally, in recent years, certain engineering and technology ("E&T") companies have announced or consummated significant acquisitions and entered into joint ventures with the stated goal of pursuing complementary products, services or geographic focus. This could impact our ability to maintain market share, maintain or increase pricing for our products and services, or negotiate favorable contract terms with customers and suppliers, which could have a significant negative impact on our results of operations, financial condition, or cash flows. If we do not develop or acquire energy transition technologies, or if our competitors' energy transition offering is more attractive than ours, we may not be retained for future projects. We are unable to predict what effect competitive factors in the industry may have on prices, capital spending by our customers, our selling strategies, our competitive position, our ability to retain customers, or our ability to negotiate favorable agreements with our customers and suppliers.

**How this risk is managed:**

We continually assess the markets in which we are active and the economic, political, social or environmental underlying drivers that shape them to evaluate changes in competitive forces and business models. We use multiple scenarios to assess the resilience of, and have factored the energy transition into, our strategy. We are actively broadening our energy transition offering in decarbonized technologies, whether in LNG, a key transition fuel, or in deployment of CCUS solutions, including in connection with hydrogen production, and carbon-free technologies, including green hydrogen and offshore wind, and other energy transition offerings.

We have also adapted by delivering projects in new production areas (e.g., the Yamal and Arctic LNG 2 projects); implementing new technologies (with the development of our sustainable chemistry offering illustrated by our work on Neste's bio refinery in Singapore, as well as the acquisition and continued growth of our Epicero<sup>®</sup> technology) and adapting scalable solutions for different reserve levels (through Genesis' differentiating offering). We are actively looking to enhance our portfolio of technologies, whether through in-house development, acquisitions or partnerships.

#### 4.3.1.2. Demand for our products and services is highly dependent on oil and gas industry activity and our business model needs to evolve due to the world's energy transition pivot

Our revenue is almost exclusively derived from energy sector infrastructure capital expenditure and our activity continues to depend to a very large extent on oil and gas companies' (i) level of exploration, development, and production activity, (ii) capital spending, and (iii) processing of oil and natural gas in refining units, petrochemical sites, and natural gas liquefaction plants. As the world seeks to transition away from carbon energies, our business model is being directly challenged by the expected reduction in investments in oil and gas in the coming years to reach climate targets.

In this respect the EU Commission's findings under the EU taxonomy for sustainable development and the role for natural gas as a means to facilitate the transition towards a predominantly renewable-based future are key. The classification and conditions relating to gas under the EU taxonomy, and whether it contributes to the transition to climate neutrality, will directly affect the sanctioning of LNG projects and thus our activities. LNG projects, even if gas projects are determined to be sustainable under the EU taxonomy, may also be subject to adverse pressure which could limit the sanctioning of future LNG projects.

Furthermore if financing is not available for energy transition projects, whether due to lack or withdrawal of public policy guidance and support or due to the absence of banking financing, the new markets that we are anticipating in the energy transition may not materialize.

##### How this risk is managed:

We are actively directing our efforts away from oil and towards LNG, a key transition fuel, and other energy transition activities. We are allocating R&D spend away from traditional product lines towards energy transition initiatives.

We are monitoring ongoing consultations under the EU Taxonomy and other legislation relating to the energy transition and engaging with governmental authorities by way of our participation in trade groups such as the Hydrogen Council. We are actively discussing with the investment community future funding schemes for energy transition projects.

In seeking to broaden our energy transition offering, we are entering into external alliances and seeking to acquire rights to energy transition technologies. We conduct active technology watch and are engaging in collaborations with international research institutions, universities and promising startups to commercialize their technologies and establish an early position in the market for Technip Energies.

We are developing our position in markets where our presence has been more limited to date such as metals and mining, life sciences and nuclear.

#### 4.3.1.3. Disruptions in the political, regulatory, economic, and social conditions of the countries in which we conduct business could adversely affect our business or results of operations

We operate in various countries across the world. Instability and unforeseen changes in any of the markets in which we conduct business, including economically and politically volatile areas could have an adverse effect on the demand for our services and products, our business, or our results of operations. These factors include, but are not limited to, the following:

- Disease outbreaks and other public health issues, including COVID-19;
- Natural disasters;
- Nationalization and expropriation;
- Potentially burdensome taxation;
- Inflationary and recessionary markets, including capital and equity markets;
- Civil unrest, labor issues, political instability, terrorist attacks, cyber-terrorism, military activity and wars;
- Supply disruptions in key oil producing countries;
- The ability of OPEC to set and maintain production levels and pricing;
- Trade restrictions, trade protection measures, price controls, or trade disputes;
- Sanctions, such as prohibitions or restrictions by the United States of America, the European Union, the United Kingdom and other countries against countries that are the targets of economic sanctions (including Russia as a result of the current geopolitical crisis in Ukraine), or are designated as state sponsors of terrorism;
- Foreign ownership restrictions;
- Import or export licensing requirements;
- Restrictions on operations, trade practices, trade partners, and investment decisions resulting from domestic and foreign laws, and regulations (including as a result of the current geopolitical crisis in Ukraine);
- Regime changes;
- Changes in, and the administration of, treaties, laws, and regulations, including in response to public health issues;
- Inability to repatriate income or capital;
- Reductions in the availability of qualified personnel;
- Foreign currency fluctuations or currency restrictions; and
- Fluctuations in the interest rate component of forward foreign currency rates.

##### How this risk is managed:

We continually monitor global geopolitical developments. Our corporate functions (including our Legal, Compliance, Tax, Treasury and HSE departments) support our businesses and local affiliates to ensure that we have a proper understanding of the local environment and are able to comply with laws and fiscal regulations that are applicable to us. We seek to engage with governments and local authorities in countries where we operate in a transparent and open manner.

Our treasury operations are centralized and work to manage credit exposures associated with our cash, foreign exchange and interest rate positions.

Our Global Security team monitors security events and threat evolution in the countries where we operate and has developed security procedures and resources to ensure the protection of our people, assets, and reputation.

#### **4.3.1.4. Geopolitical conditions, including as a result of the current situation in Ukraine, could have a material adverse effect on our operations and financial results**

At the beginning of 2022, the crisis caused by Russia's invasion of Ukraine and the ensuing war resulted in the United States, the European Union, the United Kingdom, Canada, among others, imposing extensive sectoral and financial sanctions. Such sanctions, in particular, target the core infrastructure of the Russian financial system including by freezing assets of the Russian Central Bank, exclude Russian financial institutions from the Swift financial system and restrict access by Russian parties to international debt markets and extend sanctions previously in place for a number of Russian banks. Sanctions also restrict the export to Russia of key technology, software or equipment, impose restrictions on transactions with certain Russian energy companies and have placed an ever greater number of Russian, Ukrainian and Belarus individuals and entities on sanctions lists. In response to the sanctions imposed by the United States, the European Union, the United Kingdom, Canada, and others, Russia has imposed counter sanctions which also create some restrictions on business streams, and particularly on financial transactions. We monitor sanctions on a daily basis to understand their effect and to implement real time mitigation action plans. The sanctions may well be further expanded. As a result of the war, Technip Energies has decided until further notice to suspend working on future business opportunities in Russia.

As of December 31, 2021, approximately €3.8 billion or 23% of our backlog scheduled to be executed over the five-year period from 2022 to 2026, related to Russian projects. Our inability to carry out projects in Russia, due to the war and sanctions, will result in the loss of Russian revenues. Although we believe that the resulting adverse impact to our Russia related backlog and profit could be offset by new opportunities arising in other markets due to our energy transition strategy, we can have no assurance that this will indeed be the case, in which event this could have a significant adverse impact on our financial condition, results of operations or cash flows.

##### **How the risk is managed:**

We believe that the impact of the war in Ukraine on Technip Energies can be contained. Our Yamal project is nearing completion and, in relation to our Arctic LNG 2 project, we are in a positive cash flow position and have contractual protections which in the face of sanctions would serve to limit our exposure. We expect to secure projects in other geographies thereby resulting in a more diversified backlog in connection with our growth strategy which is focused on Technology, Products and Services and on helping our clients address the new energy challenges.

#### **4.3.1.5. Due to the types of contracts we enter into and the markets in which we operate, the cumulative loss of several major contracts, customers, or alliances may have an adverse effect on our results of operations**

In the ordinary course of our business, we enter into large, long-term contracts that, in the aggregate, represent a significant portion of our revenue. If long-term contracts are terminated or breached, our operating results or our financial condition would be disproportionately impacted compared to if shorter-term contracts were terminated or breached due to the higher value at risk. Moreover, the global market for the production, transportation and transformation of hydrocarbons and by-products, as well as the other industrial markets in which we operate, is dominated by a small number of companies. As a result, our business relies on a limited number of customers. As of December 31, 2021, our top five customers (Novatek, Qatar Energy, Sempra, BAPCO, ENI), represented 69% of our consolidated backlog and 55% of our revenues. Losing several key contracts, customers, or alliances could have a significant adverse impact on our financial condition, results of operations or cash flows.

##### **How this risk is managed:**

We intend to grow our Technology, Products and Services businesses to diversify our risk exposure. Our focusing on Energies Transition should allow us to expand our existing customer base. The development of our energies transition business and the growing of Technology, Products and Services are expected to generate a greater number of contracts with a more diversified customer base, with the objective of reducing our exposure to a few key customers.

#### **4.3.1.6. Our acquisition and divestiture activities involve substantial risks**

We may pursue acquisitions, divestitures or other investments that may strategically fit our business and/or growth objectives. We cannot provide assurances that we will be able to locate suitable acquisitions, divestitures or investments, or that we will be able to consummate any such transactions on terms and conditions acceptable to us. Even if we do execute such transactions, these may not result in anticipated benefits. If we are unable to successfully integrate and develop acquired businesses, we could fail to achieve anticipated synergies and cost savings, including any expected increases in revenues and operating results, which could have a material adverse effect on our financial results. We may invest in companies or businesses that fail, causing a loss of all or part of our investment. In addition, if we determine that a decline in the fair value exists for a company in which we have invested, we may have to write down that investment to its fair value and recognize the related write-down as an investment loss. As a result of divestitures, we may not be able to cause a buyer of a divested business to assume the liabilities of that business or, even if such liabilities are assumed, we may have difficulties enforcing its rights, contractual or otherwise, against the buyer.

**How this risk is managed:**

We deploy due diligence teams at the outset of a possible transaction to identify and address legal, tax but also technical and technological risks. We have a multi-stage internal process for every transaction.

**4.3.2. OPERATIONAL RISKS**

**4.3.2.1. Inflation in the price of project inputs**

The COVID-19 pandemic has had a material impact on energy prices with supply being unable to match demand. Resource shortages, reduction in production capacity and major logistical bottlenecks have also contributed to significant inflation in the price of commodities and equipment. Technip Energies infrastructure projects are affected by increases in oil products (fuel oil, lubricants, bunker oil, etc.), raw materials (including steel), as well as labor and associated costs which are inputs in the realization of projects that we undertake for our clients. Since the outbreak of the COVID-19 pandemic we have had to weather a sudden increase in several raw materials (steel, copper and nickel among others). The impact of the Ukraine war may well lead to further inflation in the price of project inputs. Should we not be able to recoup input increases from our customers our results could be affected.

**How this risk is managed:**

We have dedicated sourcing and procurement teams which as part of their procurement strategies seek to control such a risk through: (1) implementation of sourcing execution plans at the tender stage including by execution of supplier agreement before a contract award to Technip Energies to minimize risk, (2) support other Company functions in the escalation assessment to be part of the overall material cost evaluation. With respect to client contracts we try to move away from lump sum turn key contracts to reimbursable contracts with price escalation clauses.

**4.3.2.2. COVID-19 may continue to have an adverse impact on our financial condition, results of operations, and cash flows**

Since its global outbreak in 2020, COVID-19, including actions taken by governments and businesses, resulted in a significant reduction in global economic activity. Measures taken to address and limit the spread of the disease – such as stay-at-home orders, social distancing guidelines and travel restrictions – adversely affected the economies and financial markets of many countries. With the development of vaccines and the vaccination rates increasing in most countries, activity has resumed and protective measures have been relaxed but uncertainties remain due to the appearance of new variants such as Omicron.

The full extent to which the ongoing COVID-19 pandemic will impact our results is evolving and will ultimately depend on various factors and consequences beyond our control, such as the severity, duration, and spread of COVID-19, the success of actions taken by governments and health organizations to combat the disease and treat its effects, the evolution of the virus and the efficacy of the vaccines, decisions by our alliance partners and customers regarding their business plans and capital expenditures, and the extent to which, and the timing of, general economic and operating conditions fully recovering. For more discussion on the impact of the COVID-19, see section 2.6.6. Critical accounting estimates.

Each transaction is evaluated and approved by a diverse team from different functions to de-risk each opportunity. We also have a review process after a transaction is complete to evaluate if we realized the expected benefits and incorporate lessons learned for future transactions.

**How this risk is managed:**

We have taken measures to minimize the impact of COVID-19 on our operations and to ensure the safety of all our staff. We have actively engaged with our clients, JV partners, suppliers and subcontractors to minimize the contractual impact COVID-19 has been having on project execution.

**4.3.2.3. We may lose money on fixed-price contracts**

As is customary for some of our projects, we may agree to provide products and services under fixed-price contracts. We are subject to material risks in connection with such fixed-price contracts. It is not possible to estimate with complete certainty the final cost or margin of a project at the time of bidding or during the early phases of its execution. Actual expenses incurred in executing these fixed-price contracts can vary substantially from those originally anticipated for several reasons including, but not limited to, the following:

- Unforeseen additional costs related to the purchase of substantial equipment necessary for contract fulfillment or labor shortages in the markets where the contracts are performed;
- Unforeseen additional costs during the construction, commissioning, and startup during the commissioning phase;
- Failure to complete construction on time, or the inability to complete construction in accordance with design specifications;
- Mechanical failure of our production equipment and machinery;
- Delays caused by local weather conditions, health issues, including the COVID-19 pandemic and/or natural disasters (including earthquakes and floods); and
- A failure of suppliers, subcontractors, or joint venture partners to perform their contractual obligations.

The realization of any material risks and unforeseen circumstances could also lead to delays in the execution schedule of a project. We may be held liable to a customer should we fail to meet project milestones or deadlines or to comply with other contractual provisions. Additionally, delays in certain projects could lead to delays in subsequent projects that were scheduled to use equipment and machinery still being utilized on a delayed project.

Pursuant to the terms of fixed-price contracts, we may not be able to increase the price of the contract to reflect factors that were unforeseen at the time our bid was submitted, and this risk may be heightened for projects with longer terms. Depending on the size of a project, variations from estimated contract performance, or variations in multiple contracts, could have a significant impact on our financial condition, results of operations, or cash flows.

**How this risk is managed:**

We are highly selective in the projects that we undertake. Early engagement allows us to provide greater accuracy in our project cost estimate. We negotiate in our contracts appropriate risk allocation schemes such as open book provisions. The majority of the projects we are engaged to execute have been designed and evaluated by Technip Energies with most of the cost estimation being supported by firm offers already secured with our supply chain. Contingencies towards unforeseen risks are built in the contract budget.

In addition, the contractual framework for projects can differ materially and we utilize multiple commercial models depending on our risk assessment of the project. Beyond lump sum turnkey projects, we also use hybrid commercial models that have a fixed price component as well as a cost reimbursable component. We also use convertible lump-sum contracts which begin as reimbursable and project scope is progressively converted to lump-sum when sufficiently de-risked, and we also engage on a fully reimbursable basis. The sophistication within our commercial framework and blend of different commercial models serve to mitigate the risks of execution within our backlog.

#### **4.3.2.4. Our failure to timely deliver our backlog could affect future sales, profitability, and relationships with our customers; we may not realize revenue due to customer order reductions, cancellations or acceptance delays**

As of December 31, 2021, the Company's adjusted backlog was equal to €16,388.3 million, as compared to €12,745.0 million as of December 31, 2020.

We carry out capital asset construction projects to maintain, upgrade, and develop the asset base of our clients. Such projects are subject to risks of delay and cost overruns that are inherent to any large construction project due to:

- Geopolitical risks including as a result of the Ukraine war;
- Shortages of key materials, equipment, or skilled labor;
- Delays in the delivery of ordered materials and equipment;
- Design and engineering issues;
- Adverse weather conditions, such as extreme winter conditions in North America, Russia, and Europe; and
- Shipyard delays and performance issues.

Many of the contracts we enter into with our customers also require long manufacturing lead times due to complex technical and logistical requirements. These contracts may contain clauses related to liquidated damages or financial incentives regarding on-time delivery, and a failure by Technip Energies to deliver in accordance with customer expectations could subject us to liquidated damages or loss of financial incentives, and project cost overruns which will reduce our margins on these contracts, or result in damage to existing customer relationships.

In certain limited circumstances our customers have invoked termination clauses leading to order reductions, cancellations and acceptance delays. Additionally, acts of state related to nationalization, expropriation or change in the applicable legal framework may impose or require changes to contract terms which could in turn affect our backlog and may result in the suspension or termination of contracts.

We may be unable to collect revenue for orders reflected in our backlog, or we may be unable to collect cancellation penalties, to the extent we have the right to impose them, or

the revenues may be delayed and pushed into future periods. In addition, customers who are more highly leveraged or otherwise unable to pay their creditors in the ordinary course of business may become insolvent or be unable to operate as a going concern. We may be unable to collect amounts due or damages we are awarded from these customers, and our efforts to collect such amounts may negatively affect customer relationships.

**How this risk is managed:**

In order to meet customer delivery schedules reflected in our backlog, we monitor and manage a number of key items, including, but not limited to, access to equipment and material required for the delivering of products and the rendering of services, having an adequately trained and capable workforce, construction subcontractor performance, project engineering expertise and execution, securing sufficient manufacturing plant capacity, and appropriate planning and scheduling of access to manufacturing resources.

We seek to manage customer risk at the contractual negotiation stage and have a contract management team in place throughout the life of a project with the objective of ensuring that the terms of the contract are adhered to and which documents any departures therefrom. We seek to include termination clauses and clauses that provide for compensation.

We also seek to include in our contracts provisions relating to acts of state, change in laws, sanctions and force majeure so as to limit our exposure to such events and / or subscribe to contract frustration insurance policies.

#### **4.3.2.5. We face risks relating to our reliance on subcontractors, suppliers, joint venture and consortium partners**

We rely on multiple subcontractors, suppliers, joint venture and consortium partners for the performance of our contracts. Although we are not dependent upon any single supplier, certain geographic areas of our business or a project or group of projects may depend heavily on certain suppliers for fabrication materials or semi-finished goods. Any difficulty in engaging suitable subcontractors or acquiring equipment and materials could also compromise our ability to generate a significant margin on a project or to complete a project within the allocated timeframe. If subcontractors, suppliers, joint venture or consortium partners refuse to adhere to their contractual obligations with us or are unable to do so due to a deterioration of their financial condition, including due to the evolving COVID-19 pandemic, we may be unable to find a suitable replacement at a comparable price, or at all, or to secure the deliverables that were to be provided by a defaulting joint venture or consortium partner.

Any delay, failure to meet contractual obligations, or other event beyond our control or which we would have not been able to foresee, that is attributable to a subcontractor, supplier, joint venture or consortium partner, could lead to delays in the overall progress of a project and/or generate significant extra costs as we may be obligated to assume the defaulting subcontractor's, supplier's, joint venture or consortium partner's obligations or compensate our customers. Even if we are entitled to make a claim for these extra costs against the defaulting supplier, subcontractor, joint venture or consortium partner, we may be unable to recover all or part of these costs and this could materially adversely affect our business, financial condition or results of operations.



**How this risk is managed:**

We monitor our global exposure to our clients, suppliers, subcontractors, joint venture and consortium partners, which allows us to give timely and appropriate input in the course of our selection process. We engage in extensive due diligence of clients, suppliers, subcontractors, joint venture and consortium partners, including review of their credit worthiness and their financial ability to perform their obligations. When negotiating contracts with our suppliers, we negotiate the terms and conditions of our contracts to include appropriate provisions that are intended to protect us such as liquidated damages provisions and make good clause. We seek to secure performance guarantees. When negotiating the terms of our contracts with our clients we seek to limit our exposure to similar provisions which are put in place for the benefit of the counterparty.

We have a dedicated sourcing and procurement teams which operates out of our Paris, Rome, Houston, and Kuala Lumpur main sourcing and procurement offices which develop procurement and project execution strategies.

In addition, we have expertise in maritime operations which address issues that may arise in connection with maritime transportation. We also seek to secure insurance policies that cover engineering, construction and shipping risks. To enhance our insurance program, we have set up a captive reinsurance affiliate.

**4.3.2.6. We may be unable to employ a sufficient number of skilled and qualified workers**

The delivery of our products and services requires personnel with specialized skills and experience. Our ability to be productive and profitable depends on our ability to employ and retain skilled workers. During periods of low activity in the industries we serve, we have had to reduce the size of our labor force to offset declining revenue levels, and other employees have chosen to leave in order to secure more stable employment. Similar circumstances, including circumstances resulting from the evolving COVID-19 pandemic may cause us to lose skilled personnel, the absence of which could cause it to incur quality, efficiency, and deliverability issues in our operations, or delay our response to an upturn in the market. During periods of increasing activity in our industry, our ability to expand our operations depends in part on our ability to increase the size of our skilled labor force. In addition, during those periods, the demand for skilled workers is high, the supply is limited, and the cost to attract and retain qualified personnel increases. For example, we have in the past experienced shortages of engineers and welders, which in some instances slowed the productivity of certain of our operations. Furthermore, a significant increase in the wages paid by competing employers could result in a reduction of our skilled labor force, increases in the wage rates that we must pay, or both. If these circumstances occur, our ability to respond quickly to customer demands may be inhibited and our growth potential could be impaired.

We operate in countries with increasingly stringent and constantly evolving regulations in relation to social protection and employment. Certain countries, in particular emerging economies and developing countries, aim at imposing more onerous regulations in relation to local content requirements regarding operations conducted by or for foreign businesses, particularly regarding the employment of local workers, the provision of products and services by local businesses, and social investment in favor of local communities.

**How this risk is managed:**

We have developed active partnerships with campuses to provide young engineers opportunities for under-graduate training and first job enrollment. We are likely to attract more talent as we increase our energy transition visibility. The importance of maintaining a reputation of employer of choice is also reflected in our onboarding program created in 2021, which presents our organization and strategy, our culture, as well as global references for an accelerated integration within the workplace.

We have in 2021 sought to revitalize our talent management and learning solution design to leverage the self-driven, digital, and global approach of individual development. This resulted in the course of 2021 in several learning and development programs deployed for managerial and project management populations.

As part of our response to the COVID-19 pandemic, we have regularly communicated on well-being and mental health with our employees.

**4.3.2.7. A failure of our IT infrastructure, including as a result of cyber-attacks, could adversely impact our business and results of operations**

The efficient operation of our business is dependent on our information technology (“IT”) systems. Accordingly, we rely upon the capacity, reliability, and security of our IT hardware and software infrastructure and our ability to expand and update this infrastructure in response to changing needs. We have been subject to cyber-attacks in the past, including phishing, malware, and ransomware. While no such attack has had a material adverse effect on our business, this may not be the case with future attacks. Our systems may be vulnerable to damage from such attacks, as well as from natural disasters, failures in hardware or software, during the implementation of our enterprise resource planning migration from several ERP systems to a single cloud based system, power fluctuations, unauthorized access to data and systems, loss or destruction of data (including confidential customer information), human error, and other similar disruptions. We could also be impacted by cyberattacks originating from nation-states or various organizations and arising out of geopolitical tensions or conflicts, including, for instance, by Russia or Russian related actors in connection with the evolving Ukraine war. We cannot give assurance that any security measures we have implemented or may in the future implement will be sufficient to identify and prevent or mitigate such disruptions.

IT infrastructure that supports our business goes beyond Technip Energies’ boundaries, represented by on-premises infrastructure managed internally, and includes services provided by third parties such as infrastructure-as-a-services (IaaS), software-as-a-service applications and public cloud services, which also support critical applications. The security and privacy measures implemented by such third parties, as well as the measures implemented by any entities we acquire or with whom we do business, may not be sufficient to identify or prevent cyber-attacks, and any such attacks may have a material adverse effect on our business. While our IT vendor agreements typically contain provisions that seek to eliminate or limit our exposure to liability for damages from a cyber-attack, we cannot ensure such provisions will withstand legal challenges or cover all or part of such damages.

**How this risk is managed:**

To protect our IT infrastructure, we rely on an IT and cyber risk management program that operates in synergy with a cyber vulnerability management and a cyber resilience which are mainly focused in controlling the impact of a service disruption. In addition to risk mitigation and risk-based vulnerability management for incident prevention, we rely on a managed service, provided by third parties, dedicated to incident detection and response. Third party reviews are performed prior to engagement to assess security and controls.

#### **4.3.2.8. Our operations require us to comply with numerous regulations, violations of which could have a material adverse effect on our financial condition, results of operations, or cash flows**

Our operations and manufacturing activities are governed by international, regional, transnational, and national laws and regulations in every place where we operate relating to matters such as environmental protection, climate change, health and safety, labor and employment, import/export controls, currency exchange, bribery and corruption, sanctions and taxation. These laws and regulations are complex, frequently change, and have tended to become more stringent over time. In the event the scope of these laws and regulations expands in the future, the incremental cost of compliance could adversely impact our financial condition, results of operations, or cash flows.

Our international operations are subject to anti-corruption laws and regulations, such as the anti-corruption provisions of French law n° 2016-1691 dated December 9, 2016 relating to Transparency, Anti-corruption and Modernization of Business Practice (Sapin II Law), the U.S. Foreign Corrupt Practices Act (“FCPA”), the U.K. Bribery Act of 2010, Anti-corruption and Modernization of the Business Practice, and economic and trade sanctions (including those adopted against Russia as a result of the Ukraine war), including those administered by the United Nations, the European Union, the Office of Foreign Assets Control of the U.S. Department of the Treasury, and the U.S. Department of State. We are also subject to international data protection laws, such as the General Data Protection Regulation (“GDPR”) in the European Economic Area.

As a result of doing business in foreign countries, including through partners and agents, we are exposed to a risk of violating anti-corruption laws and sanctions regulations. Some of the international locations in which we currently operates or may, in the future, operate, have developing legal systems and may have higher levels of corruption than more developed nations. Our continued expansion and worldwide operations, including in developing countries, its development of joint venture relationships worldwide, and the employment of local agents in the countries in which we operate increases the risk of violations of anti-corruption laws and economic and trade sanctions. Violations of anti-corruption laws and economic and trade sanctions are punishable by civil penalties, including fines, denial of export privileges, injunctions, asset seizures, debarment from government contracts (and termination of existing contracts), and revocations or restrictions of licenses, as well as criminal fines and imprisonment. In addition, any major violations could have a significant impact on our reputation and consequently on our ability to win future business.

We may be exposed to the risk of damage to our image and reputation due to non-ethical business behavior. This type of behavior can occur within affiliated entities or in projects but also at each stage of Technip Energies’ value chain. The subcontracting and supply chain may reveal acts or events that are contrary to our ethical principles and sustainability policies, and which may be unknown to us in so far as they occur before our involvement. Clients and project sponsors may also act in a manner that is contrary to our principles and policies, resulting in accidents or exposure to reputational damage. This may directly or indirectly affect our image and reputation, which could ultimately impact our ability to remain in existing markets or break into new markets, create jobs or implement our operations in certain countries, ultimately resulting in financial losses.

The occurrence of any violation of laws or regulations applicable to Technip Energies could subject us to penalties and material adverse consequences for our business, financial condition, results of operations, or cash flows.

Furthermore, we can operate in regions where the risk of human rights, such as forced and compulsory labor, work conditions, and discrimination are high, and we need to invest financial and managerial resources to ensure the human rights for all the workers in all projects and operations.

**How this risk is managed:**

Our legal and compliance teams keep up to date on the laws and regulations that are applicable to Technip Energies.

We have implemented internal controls designed to minimize and detect potential violations of laws and regulations in a timely manner but we can provide no assurance that such policies and procedures will be followed at all times or will effectively detect and prevent violations of the applicable laws by one or more of our employees, consultants, agents, or partners.

We have implemented a data protection and privacy program by appointing a Data Protection Officer and a global data protection subject matter expert responsible for monitoring and ensuring effective compliance with the GDPR and other data protection legislation.

Our Code of Business Conduct helps us recognize and address the ethical dimensions to our everyday decisions. Our commitment to integrity is absolute and is embodied in our Code of Business Conduct which was in place from the day of the Spin-off. Since then, we have reinforced our commitment by making available our *Ethics Point Helpline* and *My Compliance Online* portal. Our Compliance team provides our stakeholders with the tools and guidance needed to work with integrity, wherever one is and whatever one does.



### 4.3.3. FINANCIAL RISKS

#### 4.3.3.1. Currency exchange rate fluctuations could adversely affect our financial condition, results of operations, or cash flows

We conduct operations around the world in multiple currencies. Because a significant portion of our revenue is denominated in currencies other than our reporting currency, the euro, changes in exchange rates will produce fluctuations in our revenue, costs, and earnings, and may also affect the book value of our assets and liabilities and related equity.

We hedge transaction impacts on margins and earnings where a transaction is not in the functional currency of the business unit, but we do not hedge transaction impacts on earnings. Our efforts to minimize its currency exposure through such hedging transactions may not be successful depending on market and business conditions. Moreover, certain currencies in which we conduct operations, specifically currencies in countries such as Mozambique, do not actively trade in the global foreign exchange markets and may subject us to increased foreign currency exposure. As a result, fluctuations in foreign currency exchange rates may adversely affect our financial condition, results of operations, or cash flows.

#### 4.3.3.2. A downgrade in the Company's credit rating could restrict its ability to secure financing

As of the date of this Annual Report, we have a public credit rating of BBB- (with a stable outlook) from S&P Global Ratings ("S&P") which is a credit rating agency established in the European Union and registered under Regulation (EU) 462/2013. The terms of our financing will, in part, be dependent on our ability to maintain such credit rating. We cannot provide assurance that credit ratings will remain in effect for any given period of time or that a rating will not be lowered or withdrawn entirely by a rating agency. Factors that may impact our credit ratings include debt levels, capital structure, planned asset purchases or sales, near- and long-term production growth opportunities, market position, liquidity, asset quality, cost structure, product mix, customer and geographic diversification, and commodity price levels. A downgrade in our credit rating particularly to non-investment grade level, could limit our ability to access new financing, increase our interest cost, or refinance our existing debt or cause us to refinance or issue debt with less favorable terms and conditions, which could have a material adverse effect on our business, financial condition, and results of operations.

Moreover, the terms of our revolving credit provide that in the event our credit rating is downgraded, the applicable margin on draw downs will be increased, thereby increasing the interest we would pay under the facility, which could have an adverse effect on our results of operations.

An increase in the level of our indebtedness and related interest costs may increase our vulnerability to adverse general economic and industry conditions and may affect our ability to obtain additional financing, as well as have a material adverse effect on our business, financial condition, and results of operations.

#### 4.3.3.3. Banking counterparty risk

We hold our cash on a per bank basis through the centralizing treasury company T.EN Eurocash SNC or through the joint-venture entities for specific projects. We negotiate banking arrangements with our partners at the beginning of a new joint venture once our Group Treasury Department has completed a regulations and constraints analysis and we seek to use Technip Energies core banks as much as possible. However we may be unable to diversify sufficiently our bank holdings due to a number of reasons including bank compliance requirements on the origin of funds (in particular funds from Russian projects). As a result, we may become materially dependent on a limited number of banks and/or have a substantial portion of our cash held in certain countries from which it may be difficult to extract cash and/ or have an overall exposure to sub-investments grade banks / high risk countries.

##### How this risk is managed:

We apply a banking limits framework with a scoring model administered by the Technip Energies group treasurer. We have put in place a policy of diversification of our banking counterparties and investments products. We seek to diversify risk by opening up to different investments products such as money market funds which are aligned with our global bank relationships and policy (Cash & Cash equivalent, guaranteed Capital, counterparty rating...).

We continuously monitor our exposure to bank counterparty risks and have been seeking to improve our scoring model. An external analysis had been performed to enhance our banking limits model and define a formalized process to monitor such exposure with a credit committee and central Data recording.



### 4.3.4. LEGAL AND REGULATORY RISKS

#### 4.3.4.1. We are subject to an ongoing investigation by the French Parquet National Financier related to historical projects in Equatorial Guinea and Ghana

We are subject to an ongoing investigation by the French Parquet National Financier (“PNF”) related to historical projects in Equatorial Guinea and Ghana. In addition, Technip Energies was recently informed by the PNF that the PNF was reviewing historical projects in Angola. Technip Energies and TechnipFMC are cooperating and Technip Energies remains committed to finding a resolution with the PNF. The financial consequences of these investigations are to be retained by TechnipFMC by way of an indemnity provided by TechnipFMC to the Company under the Separation and Distribution Agreement. As such, we will be dependent on TechnipFMC’s ability to fulfil its obligations under the Separation and Distribution Agreement. In the event that TechnipFMC is unable to indemnify us for all or part of the amounts payable to us this could adversely affect our financial condition, results of operations or cash flows. A resolution could also result in non-monetary obligations and could include plea agreements with legal entities. If we cannot reach a resolution with the PNF, we could be subject to criminal proceedings in France, the outcome of which cannot be predicted.

#### 4.3.4.2. Existing or future laws and regulations relating to greenhouse gas emissions and climate change, such as the EU Taxonomy regulation, may adversely affect our business

Climate change continues to attract considerable public and scientific attention. As a result, numerous laws, regulations, and proposals have been made and are likely to continue to be made at the international, national, and regional levels of government to monitor and limit emissions of carbon dioxide, methane, and other greenhouse gases. These efforts have included cap-and-trade programs, carbon taxes, greenhouse gas reporting and tracking programs that directly limit greenhouse gas emissions from certain sources. The EU taxonomy which is a classification system establishing a list of environmentally sustainable economic activities, is part of this evolving framework.

Such existing or future laws, regulations, and proposals concerning the release of greenhouse gases or that concern climate change (including laws, regulations, and proposals that seek to mitigate the effects of climate change) may adversely impact the projects we participate in or demand for the equipment, systems, and services we design, market, and sell. For example, oil and natural gas exploration and production are expected to decline as a result of such laws, regulations, and proposals and as a consequence the sanctioning of certain projects we provide services to and demand for certain of our equipment, systems, and services are also expected to decline.

Under the EU Taxonomy Regulation which entered into force on June 22, 2020, the EU Commission has provided the list of environmentally sustainable activities which includes natural gas and nuclear as a mean to facilitate the transition towards a predominantly renewable-based future.

Failure to comply with environmental laws and regulations may result in the assessment of administrative, civil, and criminal penalties, the imposition of remedial obligations, the issuance of orders enjoining our operations, or other claims and complaints. Additionally, our insurance and compliance costs may increase as a result of changes in environmental laws and regulations or changes in enforcement. These laws and regulations, as well as any new laws and regulations affecting exploration and development of drilling for crude oil and natural gas, are becoming increasingly strict and could adversely affect our business and results of operations by increasing our costs, limiting the demand for our products and services, or restricting our operations.

#### How this risk is managed:

Our legal and compliance teams keep up to date on the environmental laws and regulations that are applicable to Technip Energies. Our HSE team have integrated these in its processes to which our insurance department also contributes. On a longer term basis, our focus on energy transition is expected to allow us to reduce our exposure to oil and gas as well as environmental and climate risk.

Our environmental management system complies with the ISO 14001 standard. Our targets and actions to mitigate our environmental impacts and support our clients and partners to implement the best environmental standards and technologies are described in our ESG roadmap. See section 3.1.2. Our ESG Roadmap 2022-2025.

#### 4.3.4.3. Our success will be affected by the use and protection of our proprietary technology

Our success will be affected by our development and implementation of new product designs and improvements and by our ability to protect and maintain intellectual property assets related to these developments, as well as to intellectual property assets we already hold. We seek to protect the intellectual property rights in our proprietary technologies through a combination of patent, copyright, and trade secret laws.

We cannot provide assurance that our patent applications will be approved, or if approved, that their scope will provide meaningful protection. Further, the patents that we own could be challenged, invalidated or circumvented by others and may not be of sufficient scope or strength to provide us with any meaningful protection or commercial advantage. It may also be possible for a third party to design around our patents. Furthermore, patent rights have strict territorial limits, and accordingly, we may only enforce our patent rights against infringing activity in those jurisdictions in which we has patent coverage.

In addition, we attempt to protect our technology from misappropriation and unauthorized use by limiting access to, and distribution of, our technology, and by customarily entering into confidentiality and/or license agreements with our employees, customers, potential customers and suppliers. Our efforts to maintain our proprietary technology and information as trade secrets may not be successful. Furthermore, even if we successfully maintain the confidentiality of our trade secrets, confidential information and know-how, third parties could independently develop similar technology. We cannot provide assurance that this independently developed technology will not be equivalent or superior to our proprietary technology.

Our competitors may infringe upon, misappropriate, violate, or challenge the validity or enforceability of our intellectual property and we may not be able to adequately protect or enforce our intellectual property rights in the future, which could materially adversely affect our business, financial condition, or result of operations.

We may become involved in legal proceedings from time to time to protect and enforce our intellectual property rights. Third parties may initiate litigation against us by asserting that the conduct of its business infringes, misappropriates, or otherwise violates intellectual property rights. Any such claims, even those without merit, could be expensive and time-consuming to defend, and divert management's attention and resources. Further, we may not prevail in any such legal proceedings related to such claims, and our products and services may be found to infringe, impair, misappropriate, dilute, or otherwise violate the intellectual property rights of others. The resolution of these claims could require us to enter into license agreements or develop alternative technologies. The development of these technologies or the payment of royalties under licenses from third parties, if available, would increase our costs. If a license were not available, or if we were not able to develop alternative technologies, we might not be able to continue providing a particular service or product, which could adversely affect our financial condition, results of operations, or cash flows. Further, any legal proceeding concerning intellectual property is likely to be protracted and costly and is inherently unpredictable, and could have a material adverse effect on our business regardless of its outcome.

**How this risk is managed:**

In order to limit the risk of infringement by third parties of our technologies, we file patents in what we deem to be strategic countries. Thereafter we maintain in force patents in each country where we have been granted a patent by paying annual maintenance fees in order to limit the risk of seeing such patents being infringed by a third party. We also try to obtain from the patent offices the broadest claims possible. If we decide not to seek a patent, we insure proper time stamping of documents reflecting our ideas to be sure that we will be free to use the underlying technology and not be barred by a subsequent patent filing by a third party. We have ongoing patent watches and a technology watches to monitor our competitors' technological developments, which would allow us to determine whether others are infringing our technologies as well as insuring that we are not infringing third party technologies.

**4.3.4.4. Potential liabilities arising from equipment malfunctions, equipment misuse, personal injuries, and natural disasters, as well as uninsured claims and litigation against us, could have a material adverse effect on our business, results of operations, financial condition, or cash flows**

Although such occurrences are rare, the industries in which we operate or have operated, expose it to potential liabilities arising from, among other events, equipment malfunctions, equipment misuse, personal injuries, and natural disasters, any of which may result in hazardous situations, including uncontrollable flows of gas or well fluids, fires, and explosions.

Whilst we have secured insurance coverage against operating hazards, including product liability claims and personal injury claims related to our products or operating environments in which our employees operate, such insurance policies are subject to exclusions, limitations, and other conditions and do not apply in all cases, for example where willful wrongdoing on the our part is alleged. Additionally, the nature and amount of that insurance may not be sufficient to fully indemnify us against liabilities arising out of pending and future claims and litigation.

Insurance may also not be available in the future or, if such insurance is available, premiums may not be commercially justifiable. Our ability to secure insurance will also be dependent on the insurance market's then available capacity for risk of the type represented by Technip Energies. If we incur substantial liability the consequences of which are not covered by insurance or are in excess of policy limits, or if we were to incur liability at a time when it is not able to obtain liability insurance, such liabilities could have a material adverse effect on our business, results of operations, financial condition, or cash flows.

Additionally, in certain specific circumstances, certain proceedings or cases may also lead to our formal or informal exclusion from tenders or the revocation or loss of business licenses or permits. Our financial condition, results of operations, or cash flows could be adversely affected by unexpected claims not covered by insurance.

**How this risk is managed:**

In order to manage these risks, we have entered into different insurance programs covering our assets and liabilities.

We are party to a master insurance liability program, which covers public liability, product liability, professional liability, environmental liability and employment liability. In addition, we have secured insurance programs covering our real estate assets and other properties. We also covers specific liability exposure under financial lines which include, amongst other risks, Directors and Officers, crime and cyber risks.

**4.3.4.5. TechnipFMC may fail to perform under various transaction agreements that were entered into as part of the Spin-off and its indemnification obligations may not be sufficient to insure us against the full amount of liabilities for which we may be allocated responsibility**

In connection with the Spin-off, Technip Energies N.V. has entered into the Separation and Distribution Agreement and into ancillary agreements related to the Spin-off with TechnipFMC which agreements remain executory including a tax matters agreement and an employee matters agreement. We rely on TechnipFMC to satisfy TechnipFMC's performance and payment obligations under these agreements as TechnipFMC has agreed to indemnify Technip Energies for certain liabilities.

The indemnity from TechnipFMC may not be sufficient to protect us against the full amount of such liabilities, and TechnipFMC may not be able to fully satisfy its indemnification obligations in the future.

Moreover, even if we ultimately succeed in recovering from TechnipFMC any amounts for which it is held liable, we may be temporarily required to bear these losses. Conversely, we have agreed to indemnify TechnipFMC for certain liabilities. Indemnities that we may be required to provide TechnipFMC may not be subject to any cap, may be significant and could negatively impact our financial condition.

### 4.3.5. TAXATION RISKS

#### 4.3.5.1 Technip Energies N.V. is subject to the tax laws of numerous jurisdictions; challenges to the interpretation of, or future changes to, such laws could adversely affect it

Technip Energies N.V. and its subsidiaries are subject to tax laws and regulations in the Republic of France, and many other jurisdictions in which Technip Energies N.V. operates. These laws and regulations are inherently complex, and Technip Energies N.V. is, and will continue to be, obligated to make judgments and interpretations about the application of these laws and regulations to its operations and businesses. The interpretation and application of these laws and regulations could be challenged by the relevant governmental authorities, which could result in administrative or judicial procedures, actions, or sanctions, which could be material.

The French or Dutch Governments, the European Union, the U.S. Congress, the Organization for Economic Cooperation and Development (“OECD”), and other government agencies in jurisdictions where Technip Energies N.V. and its affiliates do business, have had an extended focus on issues related to the taxation of multinational corporations. New tax initiatives, directives, and rules, such as the OECD’s Base Erosion and Profit Shifting initiative, the European Union’s Anti-Tax Avoidance Directives and the U.S. Tax Cuts and Jobs Act, may increase Technip Energies N.V.’s tax burden and require additional compliance-related expenditures. As a result, Technip Energies N.V.’s financial condition, results of operations or cash flows may be adversely affected. Further changes, including with retroactive effect, in the tax laws of the Republic of France, the European Union or other countries in which Technip Energies N.V. and its affiliates do business could also adversely affect it.

Finally, we anticipate that Governments will take action including tax changes to fund the expenditure incurred in relation to COVID-19. We also anticipate that tax authorities may be more aggressive in their audits, and as a result of both of these factors we may see an increase in future tax charges.

#### How this risk is managed:

The precautionary principle is used in all the interpretations and judgments made about the application of these laws and regulations. Technip Energies N.V. employs in-house tax experts in charge of advising the business and finance teams about the tax consequences of our operations. When the law is particularly complex or when there is uncertainty about interpretation, external tax advice is requested from international tax firms.

In addition, according to our tax principles, all international contracts signed by us should include contractual protection against incremental tax costs which could arise from a change in tax regulations, interpretations and practices.

Third parties could also seek to hold us responsible for any of the liabilities that TechnipFMC has agreed to retain. Each of these risks could negatively affect our business, results of operations, and financial condition.

#### 4.3.5.2. Technip Energies N.V. intends to be treated exclusively as a resident of France for tax purposes, but Dutch or other tax authorities may seek to treat it as a tax resident of another jurisdiction

Technip Energies N.V. is a company incorporated under the laws of the Netherlands but effectively managed in France. Technip Energies N.V. is considered a tax resident of the Netherlands for Dutch tax purposes based on the so-called Dutch incorporation fiction. Therefore, in principle, Technip Energies N.V. is subject to Dutch corporate income tax and dividend withholding tax. Since its incorporation, Technip Energies N.V. has also been subject to all French taxes and related compliance requirements applicable to French tax resident companies. Dividends distributed by Technip Energies N.V. are subject to French taxation rules as well.

Based on the Convention between the Governments of the Kingdom of the Netherlands and the Republic of France for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and capital (“**France-Netherlands Tax Treaty**”), the Netherlands should be restricted in imposing Dutch tax where Technip Energies N.V.’s “effective place of management” is located in France and Technip Energies N.V. is thus a tax resident of France under the France-Netherlands Tax Treaty.

The test of “effective place of management” is largely a question of facts and circumstances. The relevant case law and OECD guidance suggest that Technip Energies N.V. is likely to be regarded as having become a French tax resident from incorporation and remaining so as long as, (i) Meetings of its Board of Directors (“**Technip Energies N.V. Board**”, and each member a “**N.V. Director**”) are prepared and held in France (and none will be prepared and held in the Netherlands) with a majority of N.V. Directors present in France for those Meetings; (ii) at those Meetings there are full discussions of, and decisions are made regarding, the key strategic issues affecting Technip Energies N.V. and its subsidiaries; (iii) those Meetings are properly minuted; (iv) a majority of the N.V. Directors, together with supporting staff, senior executives and management are based in France; (v) Technip Energies N.V. has permanent staffed office premises in France and (vi) maintains its accounting records in France.

Technip Energies N.V. has obtained a written recognition of its French tax residency in an agreement dated March 7, 2022 in which the Dutch Tax Authorities have confirmed that the effective place of management of Technip Energies N.V. should be considered as being in France and that Technip Energies N.V. is therefore tax resident of France within the meaning of the France-Netherlands Tax Treaty.

Notwithstanding the Dutch Tax Authorities' confirmation on Technip Energies N.V.'s French tax residency, the incorporation fiction of the Dutch domestic law still determines that dividends distributed by Technip Energies N.V. are in principle subject to Dutch dividend withholding tax unless the Dutch resident Shareholder is entitled to a Dutch dividend withholding tax exemption. Based on the restrictions provided for in the France-Netherlands Tax treaty, this results in the fact that only dividends distributed by Technip Energies N.V. to Dutch tax resident Shareholders are in principle subject to Dutch dividend withholding tax. As a consequence, dividends paid to Technip Energies N.V.'s Dutch resident Shareholders could be subject to both French and Dutch dividend withholding tax.

Technip Energies N.V. should also be considered as a French tax resident company for purposes of tax treaties concluded by the Republic of France with other countries. However, whether Technip Energies N.V. qualifies for benefits under other treaties will depend on the requirements contained in each treaty and applicable domestic laws, on the facts and circumstances surrounding Technip Energies N.V.'s operations and management, and on the relevant interpretation of the tax authorities and courts.

The failure by Technip Energies N.V. to qualify for benefits under tax treaties entered into between the Republic of France and other countries could result in adverse tax consequences (including an increased tax burden and increased filing obligations) and could result in certain tax consequences of owning and disposing of Technip Energies N.V.'s shares.

The agreement signed with the Dutch Tax Authorities together with the French tax residency certificate delivered by the French tax authorities will help to ascertain Technip Energies N.V.'s qualification for benefits under tax treaties entered into between the Republic of France and other countries.

#### How this risk is managed:

Technip Energies N.V. has obtained a written recognition of its French tax residency in an agreement dated March 7, 2022 in which the Dutch Tax Authorities have confirmed that, as long as the factors regarding its effective place of management are present at all material times, Technip Energies N.V. is a tax resident of France solely within the meaning of the France-Netherlands Tax Treaty.

As mentioned, this means that Technip Energies N.V. should be considered a French tax resident under the France-Netherlands Tax Treaty. This is also expected for other tax treaties concluded by the Republic of France with other countries.

However, profit distributions by Technip Energies N.V. to Dutch tax resident Shareholders remain technically subject to Dutch dividend withholding tax, to the extent these Dutch tax resident Shareholders cannot apply an exemption. In line with the aforementioned agreement, Technip Energies N.V. will, in principle, not effectively withhold Dutch dividend withholding tax on profit distributions to Dutch tax resident Shareholders. This is either due to the fact that, as a base rule, the company will bear the withholding tax burden or, alternatively, an exemption is applicable. Technip Energies N.V. could, however, decide to withhold Dutch dividend withholding tax in certain scenarios, for example in the event of a Dutch corporate income tax-exempt Shareholder that is known to be eligible to a refund of the amount withheld.

The Dutch Tax authorities have acknowledged that, as a listed company, Technip Energies N.V. does not have a complete overview of which country the Shareholders are resident in. Therefore, they have accepted that Technip Energies N.V. will pay and bear the cost of Dutch dividend withholding tax based on the most accurate estimate possible of the part of its Shareholder base that is attributable to the relevant group of residents of the Netherlands. This estimate should be performed with the assistance of an external party with expertise in this field.

The costs incurred by Technip Energies in connection with dividends distribution will thus include the Dutch dividend withholding tax at the effective tax rate of approximately 17.6% which corresponds to a gross up of the Dutch dividend withholding tax at the rate of 15% applicable to dividends paid to non-tax-exempted Dutch Shareholders. This incremental dividend cost will vary in proportion to the part of the Shareholders base attributable to relevant group of Dutch tax residents and should be reassessed each time dividends are distributed.

Please note that tax considerations associated with (currently enacted) laws which are not in force as of this date have not been addressed in this description.

#### 4.3.5.3. U.S. tax risks in relation to the Spin-off

In addition, we would like to draw the attention of our Shareholders to a specific U.S. taxation risk that would arise should the United States Internal Revenue Service not agree that Technip Energies N.V. is a foreign corporation for U.S. federal income tax purposes as a result of the Spin-off. For a full description of this risk please refer to the Spin-off Prospectus dated February 9, 2021, which was filed with the *Autoriteit Financiële Markten*. See sections entitled “**The IRS may not agree that Technip Energies is a foreign corporation for U.S. federal income tax purposes as a result of the Spin-off.**”, “**The IRS may assert that IRC section 7874 applies to the Spin-off as a result of TechnipFMC being treated as a U.S. corporation.**”, “**IRC section 7874 may limit the ability of Technip Energies' U.S. affiliates to use certain tax attributes following the Spin-off, increase such U.S. affiliates' U.S. taxable income or have adverse consequences to Shareholders.**” and “**If Technip Energies is a passive foreign investment company, U.S. holders of Technip Energies Shares could be subject to adverse U.S. federal income tax consequences.**”, at pages 34 to 36 of the Spin-off Prospectus.

The Spin-off Prospectus is available at <https://investors.technipenergies.com/events-presentations/separation-transaction> under the name “Technip Energies EU Prospectus”. The Spin-off Prospectus can also be obtained on the AFM's website at <https://www.afm.nl/nl-nl/professionals/registers/meldingenregisters/goedgekeurde-prospectussen/details?id=100524>.

## 4.3.6. RISKS RELATED TO THE OWNERSHIP OF TECHNIP ENERGIES SHARES

### 4.3.6.1. Because Technip Energies N.V. is organized under the laws of the Netherlands as a public limited liability company, the ability of its Shareholders in certain countries other than the Netherlands, in particular in the U.S., to bring an action against Technip Energies may be limited under law

Most of our Directors and senior managers are citizens or residents of countries other than the U.S. All or a substantial proportion of the assets of these individuals are located outside the U.S. In addition, a majority of our assets are located outside of the U.S. As a result, it may be impossible or difficult for investors to effect service of process within the U.S. upon such persons or Technip Energies or to enforce against them in U.S. courts a judgment obtained in such courts. In addition, there is doubt as to the enforceability, in the Netherlands, of original actions or actions for enforcement based on the federal or state securities laws of the U.S. or judgments of U.S. courts, including judgments based on the civil liability provisions of the U.S. federal or state securities laws.

The U.S. and the Netherlands do not currently have a treaty providing for reciprocal recognition and enforcement of judgments, other than arbitration awards, in civil and commercial matters. The Company has been advised by its Dutch counsel that a judgment rendered by a court in the U.S. will not be recognized and enforced by the Dutch courts; however, if a person has obtained a final judgment without appeal in such a matter rendered by a court in the U.S. that is enforceable in the U.S. and such person files his or her claim with the competent Dutch court, the Dutch court will recognize and give effect to such foreign judgment insofar as it finds that (i) the jurisdiction of the U.S. court has been based on grounds which are internationally acceptable, (ii) proper legal procedures have been observed, (iii) the judgment does not contravene Dutch public policy and (iv) the judgment is not irreconcilable with a judgment of a Dutch court or an earlier judgment of a foreign court that is capable of being recognized in the Netherlands.

### 4.3.6.2. TechnipFMC, BPI and HAL Investments have the ability to exert substantial influence over us and their interests may differ from the interests of other Shareholders

As of January 15, 2021, TechnipFMC, BPI and Hal Investments held 7.15%, 8.91% and 11.79%, respectively, of Technip Energies Shares. TechnipFMC has on January 11, 2022, announced a further sale to Hal Investments, BPI and Technip Energies N.V., thereby further reducing its holding in Technip Energies N.V.

In addition, pursuant to the Separation and Distribution Agreement and the Relationship Agreement between Technip Energies, TechnipFMC and BPI, TechnipFMC and BPI each have certain nomination rights with regard to the composition of the Technip Energies Board. See section 5.1.6.4. Agreements with TechnipFMC and BPI.

The interests of TechnipFMC, BPI and Hal Investments may be different from those of other Shareholders. This concentration of ownership by TechnipFMC, BPI and Hal Investments and the nomination rights conferred to TechnipFMC and BPI with regard to the composition of the Technip Energies Board may delay, deter or prevent acts that would be favored by Technip Energies N.V.'s other Shareholders. For example, TechnipFMC's, BPI's or Hal Investments' influence could delay, defer, or prevent a sale of Technip Energies N.V. that other Shareholders support, or, conversely, this influence could result in the consummation of a transaction that other Shareholders do not support.

### 4.3.6.3. Percentage ownership in Technip Energies N.V. may be diluted in the future

In the future, the percentage ownership in Technip Energies N.V. may be diluted without further Shareholder approval by the issuance of up to the number of Technip Energies Shares in Technip Energies N.V.'s authorized share capital, for a period of 5 years as from the date of the Spin-off, by the Technip Energies Board for purposes of consummating acquisitions or capital markets transactions, or other equity issuances, including equity awards that Technip Energies N.V. will be granting to its Directors, members of senior management, and employees and shares Technip Energies N.V. holds for purposes of employee incentive award plans. Our employees have rights to receive Technip Energies Shares, including restricted stock units ("RSUs") and performance stock units ("PSUs") and may participate in Employee Stock Ownership Programs. These programs may have a dilutive effect on Technip Energies N.V.'s earnings per share, which could adversely affect the market price of Technip Energies Shares.



#### 4.3.6.4. No assurance can be given that Technip Energies N.V. will pay or declare dividends

There can be no assurance that Technip Energies N.V. will pay or declare dividends in the future. The determination of the Technip Energies Board as to whether to resolve upon a dividend will depend upon many factors, including Technip Energies N.V.'s financial condition, earnings, corporate strategy, capital requirements of its operating subsidiaries, covenants, legal requirements to which Technip Energies is subject, and other factors deemed relevant by the Technip Energies Board.

#### 4.3.6.5. Holders of ADRs are subject to the terms of the deposit agreement governing Technip Energies' ADR program

We have established a sponsored ADR program in the United States at the time of the Spin-off. The ADRs are not listed on any national securities exchange in the United States or quoted on any automated inter-dealer quotation system in the United States and trade over-the-counter. There are important differences between the rights of holders of ADRs and the non-U.S. stock that such ADRs represent. The ADRs are issued pursuant to a deposit agreement that sets forth the rights and responsibilities of Technip Energies N.V., the depository bank and holders of ADRs. Such rights and responsibilities of holders of ADRs may be different from the rights and responsibilities of holders of Technip Energies Shares. Technip Energies N.V. may make distributions in respect of the Technip Energies Shares that are not passed on to the holders of its ADRs. Any such differences between the rights of holders of ADRs and the rights of holders of Technip Energies Shares may be significant and may materially and adversely affect the value of the ADRs and, as a result, the value of such investors' securities.

In addition, as a result of fluctuations in the exchange rate between the U.S. dollar and the euro, the U.S. dollar equivalent of any cash dividends paid in euros on Technip Energies Shares represented by the ADRs could also decline, thereby reducing the value of such investor's securities.

#### 4.3.6.6. Shareholders outside the Netherlands may suffer dilution if they are unable to exercise preemptive rights in future offerings

In the event of an increase in Technip Energies N.V.'s share capital, Shareholders are generally entitled to full preemptive rights unless these rights are limited or excluded either by virtue of Dutch law, a resolution of the relevant Annual General Meeting of Technip Energies N.V., being the corporate body, or where the context so requires, the physical Meeting of Shareholders of Technip Energies N.V. (the "General Meeting"), subject to the approval of the Technip Energies Board, or by a resolution of the Technip Energies Board, if the Technip Energies Board has been designated by a vote or resolution at the General Meeting or the Articles of Association. However, certain Shareholders outside the Netherlands may not be able to exercise preemptive rights, and therefore suffer dilution, unless local securities laws have been complied with.

In particular, a beneficial owner of Technip Energies Shares who is also (i) a citizen or individual resident of the United States; (ii) a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States, any state therein or the District of Columbia; or (iii) an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source of shares may not be able to exercise its preemptive rights or participate in a rights offer, as the case may be, unless a registration statement under the U.S. Securities Act of 1933, as amended, is effective with respect to such rights or an exemption from the registration requirements is available. Technip Energies N.V. intends to evaluate at the time of any issue of shares subject to preemptive rights or in a rights offer, as the case may be, the costs and potential liabilities associated with any such registration statement, as well as the indirect benefits to it of enabling the exercise of such holders of their preemptive rights to shares or participation in a rights offer, as the case may be, and any other factors considered appropriate at the time and then to make a decision as to whether to file such a registration statement. Technip Energies N.V. cannot assure investors that any registration statement would be filed as to enable the exercise of such holders' preemptive rights or participation in a rights offer.



# 5 Corporate Governance

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In this section of the Annual Report, we describe relevant elements of our corporate governance practices and provide the information required by the Dutch governmental Decree on Corporate Governance (*Besluit inhoud bestuursverslag*), including how we apply, firstly, the principles and best practices of the Dutch Corporate Governance Code (the “Code”), and, secondly, the governmental Decree on Article 10 Takeover Directive (*Besluit artikel 10 overnamerichtlijn*). The Code is publicly available on the Monitoring Commission Corporate Governance Code website at [www.mccg.nl](http://www.mccg.nl).

## 5.1. THE TECHNIP ENERGIES BOARD

The Technip Energies N.V. Board has the powers, authorities and duties vested in it by and pursuant to Dutch Law and the Articles of Association. In carrying out its responsibilities, the Board of Technip Energies N.V. is focused on long-term value creation for Technip Energies and its business, and takes into account stakeholder interests that are relevant in this regard.

In furtherance of these objectives, the Board combines the experience, qualifications and skills needed to help the Company to address the world’s ever-increasing need for energy transition. See also section 5.1.4. Board skills and experience matrix.

### 5.1.1. A ONE-TIER BOARD STRUCTURE

Technip Energies has a one-tier board structure comprising Executive and Non-Executive Directors. The Board is responsible for discussing and approving the strategy developed and proposed by the CEO and for the supervision of its implementation by the CEO and the management team. The Board is also responsible for the supervision of the CEO’s performance of duties and performance of the general management of the Company, and it assists the CEO by providing advice and direction. With respect to Technip Energies’ general affairs and business, the Board’s responsibility is one of oversight. It is the responsibility of the CEO and management to conduct Technip Energies’ operations and prepare documents, whether or not in cooperation with the Non-Executive Directors, in accordance with applicable laws and regulations, and of the external Statutory auditor to audit its financial statements.

The CEO is primarily responsible for the: (i) day-to-day operations of the Company; (ii) development, proposal and implementation of the strategy; and (iii) serving as the principal external spokesperson for the Company with analysts, investors, media and clients.

Pursuant to the Articles of Association, the Technip Energies Board’s regulations set out its internal organization, the manner in which decisions are taken, the composition, duties and organization of Committees and any other matters concerning the Executive Director, Non-Executive Directors and Committees. The Technip Energies Board rules (the “Board Rules”) set out its decision-making rules. The Board Rules are available online at [www.technipenergies.com/about/governance](http://www.technipenergies.com/about/governance) along with Technip Energies’ other governance documents. Also see section 5.1.7.1. Decision making.

Technip Energies N.V. is governed by the laws of the Netherlands (in particular Volume 2 of the Dutch Civil Code), the Dutch Corporate Governance Code (on a comply or explain basis) and by its articles of association (the “Articles of Association”). The Articles of Association are publicly available on Technip Energies N.V.’s website at [www.technipenergies.com/about/governance](http://www.technipenergies.com/about/governance).

Technip Energies N.V. is subject to various legal provisions of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) (the “WFT”). In addition, given that its shares trade on the Euronext Paris Stock Exchange, a regulated market, Technip Energies N.V. is also subject to certain laws and regulations in France.

Technip Energies complies with the Non-Executive Director independence requirements of the Code. The Board annually assesses and reports on the independence of the individual Non-Executive Directors within the meaning of the Code. See section 5.5. Board members independence requirements.

Technip Energies’ principal place of business, located at 2126, Boulevard de La Défense, 92000 Nanterre, France, serves as the business address for all Directors and members of Senior Management.

In accordance with Dutch law, Technip Energies N.V. has separated the functions of Chair and CEO. The Board designates an Executive Director as CEO. If there is only one Executive Director in office, he or she shall automatically be the CEO. The Technip Energies Board will designate one of the Non-Executive Directors as Chair. The Board may grant other titles to Directors as the Board deems appropriate.

The Technip Energies Board has instituted an Audit Committee, a Compensation Committee and an Environmental, Social and Governance Committee (the “ESG Committee”) and appointed its members from among the Non-Executive Directors. It should be noted that the ESG Committee’s charter also includes the responsibilities of a nomination committee. See section 5.1.9. 2021 Board Committee Meetings.

The Technip Energies Board as a whole is authorized to represent Technip Energies. In addition, Technip Energies may be represented by an Executive Director acting individually. The Technip Energies Board may also appoint individuals (*procuratiehouders*) with general or limited power to represent the Company. Each of these individuals is able to represent Technip Energies subject to any restrictions imposed on him or her.



### 5.1.2. BOARD COMPOSITION

The Technip Energies N.V. Board may consist of a maximum of 12 members, except in such circumstances where the Technip Energies Board would determine that a higher number of Board members would be required or appropriate. The Board currently considers that the optimal size of the Board is ten Directors.

The desired composition of the Board of Technip Energies is such that the Board has the requisite mix of specific experience, qualifications, skills and gender diversity to ensure that, as a whole, it has the necessary means to perform its function effectively. For more about the Board's commitment to gender diversity see section 5.4.2. Diversity Policy.

As stated in the Board Rules, the desired composition of the Technip Energies Board includes specific areas of expertise and backgrounds, including those listed below. The Board has applied these considerations in developing the Board skills and experience matrix discussed in section 5.1.4. Board skills

and experience matrix. Areas of expertise and background are:

- Experience relevant to the Company's industry;
- Experience in advanced processes and technologies;
- Financial administration and accounting, and internal risk management and control systems;
- Management strategy and risks;
- Compliance, corporate governance, stock exchange rules and stakeholder management;
- International experience in markets and products in the Company's current and prospective fields; and
- Expertise and experience in corporate management.

In addition, the Board and the ESG Committee, as applicable, will consider whether there are potential conflicts of interest with a candidate's other personal and professional pursuits.

**5.1.3. CURRENT BOARD**

The current Board has nine members, comprised of eight Non-Executive Directors and one Executive Director. In addition, the Board has one Board Observer who is nominated for appointment as a Non-Executive Director at the Company’s 2022 Annual General Meeting.

**Joseph Rinaldi**  
Independent Director



64 years old  
Australian, American and Italian

**Chairman of the Board Member of the Audit Committee and Compensation Committee**

**CURRICULUM VITAE**

Joseph Rinaldi is the Managing Partner of Fennecourt Partners, an investment management and consulting firm. He is a retired partner in the international law firm of Davis Polk & Wardwell, where he advised companies, financial institutions and board of directors on corporate governance issues, public and private mergers and acquisitions, financing and capital markets transactions, corporate law and securities laws, with a particular focus on international and cross border matters.

From 2002 to 2007, he was the senior partner in the Paris office of Davis Polk & Wardwell, after joining in 1984 and becoming a partner in 1990.

Mr. Rinaldi holds degrees in both Economics and Law from the University of Sydney as well as a master’s degree in law from University of Virginia School of Law.

**OTHER CURRENT PUBLIC BOARD MEMBERSHIP(S)**

- None

**OTHER CURRENT PRIVATE BOARD MEMBERSHIP(S)**

- Fennecourt Partners LLC: Managing Partner

**Arnaud Pieton**  
Executive Director



48 years old  
French

**Chief Executive Officer**

**CURRICULUM VITAE**

Arnaud Pieton is Chief Executive Officer of Technip Energies. Mr. Pieton served as President of TechnipFMC’s Subsea business segment from October 2018 to October 2020. From January 2017 to October 2018, Mr. Pieton served as Executive Vice President People & Culture of TechnipFMC. From January 2004 to January 2017, Mr. Pieton served in a number of leadership positions at Technip, including as President Asia Pacific Region covering subsea and onshore/offshore operations and other subsea assignments in Paris, Houston and Kuala Lumpur. Prior to joining Technip in 2004, he held several positions at Serimax, part of Vallourec Group.

Mr. Pieton holds a master’s degree in material science & welding from Polytech Nantes and attended the executive education program at The University of Chicago Booth School of Business.

**OTHER CURRENT PUBLIC BOARD MEMBERSHIP(S)**

- None

**OTHER CURRENT PRIVATE BOARD MEMBERSHIP(S)**

- None

**Arnaud Caudoux**  
Independent Director



51 years old

French

Member of the Audit Committee

**CURRICULUM VITAE**

Arnaud Caudoux is currently Deputy Chief Executive Officer and Executive Director of Bpifrance, a French state-owned investment bank, in charge of the Finance, Risk Management, IT, and Guarantee business line. He was formerly Chief Financial Officer and a member of the Executive Board of Bpifrance from 2013 to 2015. He also served as Deputy Chief Executive Officer of OSEO from 2008 to 2012 and Managing Director of OSEO Garantie (formerly Sofaris) from 2004 to 2008. From 2003 to 2004, Mr. Caudoux was Chief Credit Risk and IT Officer of Sofaris.

Mr. Caudoux began his career in 1997 at Accenture as a consultant before joining A.T. Kearney in 2001.

Mr. Caudoux graduated from École Polytechnique and holds a degree in economics from École Nationale des Ponts et Chaussées.

**OTHER CURRENT PUBLIC BOARD MEMBERSHIP(S)**

- None

**OTHER CURRENT PRIVATE BOARD MEMBERSHIP(S)**

- Bpifrance S.A.: Executive Director and Deputy General Manager
- Younited S.A.: Permanent Representative as a Director
- Association Française des Sociétés Financières (ASF): Director

**Pascal Colombani**  
Independent Director



76 years old

French

Chair of the ESG Committee

**CURRICULUM VITAE**

Mr. Colombani has been President of TII Strategies, a consulting and investment company, since 2014. He is Honorary Chairman of Valeo, a high technology automotive parts supplier. He also serves as Senior Advisor of A.T. Kearney, a global management consulting firm, as a member of EMEA Advisory Board of JPMorgan Chase, and as a Senior Advisor of Truffle Capital. His career has been balanced between research and industry, and between private and public industries. He was Chairman of Valeo from 2009 to 2016. He was Chairman and Chief Executive Officer of the French Atomic Energy Commission from 2000 until 2002 and chaired the Supervisory Board of Areva until 2003. From 1997 to 1999, Mr. Colombani served as Director of Technology at the French Ministry of Research. Prior to this, he spent almost 20 years at Schlumberger in various management positions in Europe, the United States, and Japan.

From 2014 to 2017, he served as a member of the Haut Comité de Gouvernement d'Entreprise (HCGE), an industry commission regulating corporate governance in France.

Mr. Colombani is a graduate from École Normale Supérieure de Lyon and holds a doctorate in physics from Paris-Sud University.

Mr. Colombani is an Officer of the Legion of Honor (France) and has been awarded the Order of the Rising Sun (Japan).

**OTHER CURRENT PUBLIC BOARD MEMBERSHIP(S)**

- None

**OTHER CURRENT PRIVATE BOARD MEMBERSHIP(S)**

- TII Strategies S.A.S.U.: President
- Noordzee Helicopters Vlaanderen: Director

**Marie-Ange Debon**  
Independent Director



56 years old

French

**Chair of the Audit Committee**

**CURRICULUM VITAE**

Marie-Ange Debon has acted as Chairwoman of the Keolis Group Executive Board since August 2020. Prior to joining Keolis, Ms. Debon was Deputy Chief Executive Officer of the Suez Group, a global water and waste company she joined in 2008. She held various positions at Suez: CEO for France (from 2018 to 2020), CEO for international (from 2013 to 2018) and General Secretary (from 2008 to 2013). From 2003 to 2008, Ms. Debon served as General Secretary of Thomson (now Technicolor), and, prior to that, served as Deputy Chief Financial Officer. Prior to Thomson, Ms. Debon served in various positions in both the public and private sectors, including as Senior Executive Vice President of television broadcaster France 3 from 1994 to 1998 and as Magistrate to the French Audit Court (Cour des Comptes) from 1990 to 1994.

She has been Vice President of MEDEF International (Mouvement des entreprises de France), an international branch of the French employer's association, since 2016. She was a member of the AMF (Autorité des Marchés Financiers) from 2008 to 2014.

Ms. Debon holds a master's degree in business from HEC Paris and a master's degree in economics and public administration from École Nationale d'Administration.

**OTHER CURRENT PUBLIC BOARD MEMBERSHIP(S)**

- Arkema S.A.: Director, Chair of the Audit Committee

**OTHER CURRENT PRIVATE BOARD MEMBERSHIP(S)**

- Keolis Group S.A.S.: Executive Chair

**Simon Eyers**  
Independent Director



57 years old

British

**Member of the Audit Committee**

**CURRICULUM VITAE**

Until January 2022, Simon Eyers served as Chairman of Evrythng, a leading provider of cloud-based traceability data services to the consumer products industry, and as a Director of Trident Energy. Mr. Eyers served as Managing Director of Warburg Pincus International from 2012 to 2018 focusing on energy investments, and as a Senior Advisor until the end of 2020 upon retirement from his full-time role. He was a founding partner of 4D Global Energy Advisors, a private equity firm based in Paris specializing in the energy sector, serving from 2002 to 2012. Mr. Eyers previously held executive leadership roles in various technology ventures prior to which he worked for 13 years in energy investment banking.

Mr. Eyers holds a BSc. in electrical and electronic engineering from the University of Edinburgh.

**OTHER CURRENT PUBLIC BOARD MEMBERSHIP(S)**

- None

**OTHER CURRENT PRIVATE BOARD MEMBERSHIP(S)**

- None



**Alison Goligher**  
Independent Director



56 years old  
British and Irish

**Chair of the Compensation Committee and member of the ESG Committee**

**CURRICULUM VITAE**

Alison Goligher is the Executive Chair of Silixa, a private equity backed Distributed Fibre Optic company working in the energy sector, a role she has held since 2016. From 2006 to 2015, Ms. Goligher held various executive leadership roles at Royal Dutch Shell, most recently serving as Executive Vice President Unconventionals, Upstream International in The Netherlands. Ms. Goligher began her career at Schlumberger as a wireline field engineer. She spent 17 years at Schlumberger working internationally, and progressing into more senior, global leadership positions in operations and technology, eventually becoming its Vice President of Production Management, Integrated Project Management.

Ms. Goligher graduated from Edinburgh University with BSc in Mathematical Physics and also holds a master's degree in Petroleum Engineering from Heriot-Watt University.

In 2005, M. Goligher was recognized as an Officer of the Order of the British Empire (OBE) for services to the Oil and Gas industry.

**OTHER CURRENT PUBLIC BOARD MEMBERSHIP(S)**

- Meggitt Plc.: Senior Independent Director and Chair of the Remuneration Committee
- United Utilities Group Plc.: Director and Chair of the Remuneration Committee

**OTHER CURRENT PRIVATE BOARD MEMBERSHIP(S)**

- Silixa Ltd.: Executive Chair
- United Utilities Water Ltd.: Director

**Didier Houssin**  
Independent Director



64 years old  
French

**Member of the ESG Committee**

**CURRICULUM VITAE**

Didier Houssin served as Chairman and Chief Executive Officer of IFP Energies Nouvelles, a research and training company in the fields of energy, transport, and the environment, from 2015 until 2020. From 2012 to 2015, he was Director of Sustainable Energy Policy and Technology at the IEA (International Energy Agency) and was responsible for the development of low-carbon technologies and energy. From 2007 to 2012, he was Director of Energy Markets and Security at the IEA and was responsible for analyzing energy markets, in particular oil, gas, electricity, and renewable energies, and overseeing security of supply. Before joining the IEA, Mr. Houssin gained broad experience in numerous positions both in the French government and the private industrial sector. He was Managing Director of BRGM, the French Geological Survey, from 2004 to 2007 and served as Director of Energy and Mineral Resources at the French Ministry for the Economy and Finance from 1997 to 2004. From 1987 to 1990, he was responsible for developing E.U. strategy at Total. From 1983 to 1987, he held international positions at the French Ministry of the Industry.

Mr. Houssin holds a master's degree in law from Paris Sorbonne University and a master's degree in economy and political sciences from IEP Paris, and graduated from École Nationale d'Administration.

**OTHER CURRENT PUBLIC BOARD MEMBERSHIP(S)**

- None

**OTHER CURRENT PRIVATE BOARD MEMBERSHIP(S)**

- Storengy S.A.S.: Director
- Société Française Donges-Metz S.A.: Chairman of the Board

**Nello Uccelletti**  
Non-Independent Director



68 years old

Italian

**Member of the Compensation  
Committee**

**Colette Cohen**  
Board Observer<sup>(1)</sup>



53 years old

British and Irish

#### CURRICULUM VITAE

Nello Uccelletti served as President and Advisor to TechnipFMC's Chief Executive Officer from November 2019 to February 2020. From 2014 to 2019, Mr. Uccelletti served as President of TechnipFMC's Onshore/Offshore business after previously serving as Senior Vice President of Onshore. Mr. Uccelletti originally joined Technip in 1978 and has spent his entire career with Technip and its affiliates serving in a variety of leadership positions, including as Chief Executive Officer of Technip Italy and Region B Senior Vice President of Technip Italy and as the head of Technip Italy's Engineering Department, Middle East Business and Projects units, and business development team.

Mr. Uccelletti was the Chairman of ANIMP (Associazione Nazionale di Impiantistica Industriale) from 2011 to 2015.

Mr. Uccelletti holds a degree in electrical engineering from the University of Naples.

#### OTHER CURRENT PUBLIC BOARD MEMBERSHIP(S)

- None

#### OTHER CURRENT PRIVATE BOARD MEMBERSHIP(S)

- None

#### CURRICULUM VITAE

Ms. Cohen is the Chief Executive Officer for the Net-Zero Technology Centre, an organization committed to the development and deployment of technology to accelerate the transition to an affordable net-zero future. She has worked in the industry for over 25 years, having held senior positions within industry leaders such as BP, ConocoPhillips and Centrica E&P, both in the UK and internationally. Ms. Cohen is a Commissioner for the Just Transition Commission for Scotland and a member of the Technology Leadership Board for the UK Government.

Ms. Cohen is an ambassador for Powerful Women.

Ms. Cohen holds a degree in Pure & Applied Chemistry from Queen's University Belfast, as well as a master's degree in Project Management & Economics from CERAM (France) and an honorary PhD from Aberdeen University.

In 2020, Ms. Cohen was awarded the Order of the British Empire (OBE) for services to the Oil and Gas industry.

#### OTHER CURRENT PUBLIC BOARD MEMBERSHIP(S)

- Norwegian Energy Company ASA: Director

#### OTHER CURRENT PRIVATE BOARD MEMBERSHIP(S)

- Net-Zero Technology Centre: Chief Executive Officer and Director
- DeepOcean Group AS: Director
- Opito Ltd: Director

*(1) Ms. Cohen was appointed Board Observer in October 2021, following a structured Director search process, and is nominated for appointment as an independent Non-Executive Director at the 2022 Annual General Meeting. In her capacity as Board Observer, Ms. Cohen was invited to attend Board Meetings since her appointment.*

## 5.1.4. BOARD SKILLS AND EXPERIENCE MATRIX

Technip Energies N.V.'s Board has developed a skills and experience matrix encompassing the areas most relevant to overseeing the Company's international operation and strategy. The skills in the matrix are re-evaluated each year in reference to the Company's strategy so that the matrix can serve as an up-to-date tool for identifying Director nominees who collectively have the complementary

experience, qualifications, skills and attributes to guide the Company. Technip Energies' 2022 Board skills and experience matrix reflects the diversity and complementarity of expertise and experience within the current Board and proposed nominees.

**Energy Industry:**

Understanding of the energy sector and markets, including the business and policy context relevant to energy, the environment and the energy transition

**Project Management:**

Experience in managing large and complex capital and infrastructure projects

**Technology and Innovation:**

Experience in adopting emerging technology and digitalization in the operations and strategy of businesses

**Finance/Audit/M&A/Risk Management:**

Financial literacy including understanding of financial reporting processes and principles, experience in corporate finance, capital markets, corporate transactions, partnering arrangements and risk management practices

**Governance:**

Understanding of best practices in corporate governance, executive compensation practices, trends in shareholder engagement, relevant legislative and regulatory frameworks and best in class compliance

**Social and Sustainability:**

Experience in assessing, monitoring and managing sustainable business practices and knowledge in the field of corporate social responsibility




















**International experience:**

Extensive experience doing business across multiple geographic regions

**Senior Executive experience:**

Experience as the CEO or other senior executive responsible for the operations of a major global business

## Skills and Experience

Name	Gender	Age	Nationality	Independent	Skills and Experience							
												
 <b>Joseph Rinaldi</b>	Male	64	Australian, American and Italian	Yes	•			•	•		•	
 <b>Arnaud Pieton</b>	Male	48	French	No	•	•	•	•		•	•	•
 <b>Arnaud Caudoux</b>	Male	51	French	Yes	•			•	•			
 <b>Pascal Colombani(1)</b>	Male	76	French	Yes	•	•	•	•	•		•	•
 <b>Marie-Ange Debon</b>	Female	56	French	Yes	•	•		•	•	•	•	•
 <b>Simon Eysers</b>	Male	57	British	Yes	•		•	•			•	
 <b>Alison Goligher</b>	Female	56	British and Irish	Yes	•	•			•	•	•	
 <b>Didier Houssin</b>	Male	64	French	Yes	•		•		•	•	•	•
 <b>Nello Uccelletti</b>	Male	68	Italian	No	•	•	•				•	•
 <b>Colette Cohen(2)</b>	Female	53	British and Irish	Yes <sup>(1)</sup>	•	•	•			•	•	•
 <b>Francesco Venturini(3)</b>	Male	53	Italian and American	Yes <sup>(2)</sup>	•	•	•	•		•	•	•

(1) Mr. Pascal Colombani decided not to seek reappointment as an independent Non-Executive Director at the 2022 Annual General Meeting.

(2) Ms. Colette Cohen was appointed Board Observer in October 2021, following a structured director search process, and is nominated for appointment as an independent Non-Executive Director at the 2022 Annual General Meeting.

(3) Mr. Francesco Venturini was nominated by the Board in March 2022 for appointment as an independent Non-Executive Director at the 2022 Annual General Meeting.



### 5.1.5. BOARD STAKEHOLDER ENGAGEMENT

The Board and executive team have solicited feedback from Technip Energies' main Shareholders and proxy advisors on a number of matters throughout the year. As a newly listed company, we believe this engagement was important and necessary as we seek to develop long-term relationships with our Shareholders and proxy advisors, and ensure that they fully understand our strategy and the ways in which we seek to unlock value across our business portfolio. Our intention is to ensure that our Shareholders and proxy advisors are kept updated on significant matters and relevant emerging trends. Our 2022 Off-Season Engagement Campaign involved an active outreach to our top Shareholders representing approximately 32% of Technip Energies ordinary

shares, as well as the two most influential global proxy advisors. The topics we addressed included Board composition and governance, executive compensation and other ESG related topics. Through our stakeholder engagement initiatives, the Board is able to consider different perspectives, including Shareholders' and proxy advisors' input on the Company's business, ESG priorities, board composition and Executive and Non-Executive Director compensation. We will continue our efforts to engage with our stakeholders, including our Shareholders, through meaningful and ongoing dialogue as an important part of the Board's corporate governance commitment (further details are set out in chapter 6. Remuneration report).

### 5.1.6. APPOINTMENT AND DISMISSAL OF DIRECTORS

#### 5.1.6.1. Appointment of Directors

The number of Executive Directors and Non-Executive Directors is determined by the Technip Energies Board. Our Directors are appointed for a term of one year and are elected on an annual basis.

#### 5.1.6.2. Responsibilities of the ESG Committee in selecting Directors for appointment

Technip Energies' ESG Committee assists the Board in identifying individuals qualified to become a Director and who would contribute positively to the skills and experience of the Board (further details are set out in section 5.1.4. Board skills and experience matrix). Any new nomination should be consistent with the Board's composition profile and the diversity policy before the ESG Committee could recommend a Director nominee to the Board for appointment.

More specifically, the ESG Committee is responsible for the following:

- Drawing up a succession plan for the Directors;
- Establishing and reviewing the need for any changes to criteria for Board membership and selection of new Directors. An important component of the Board is the diversity of its members including background, skills, experience, expertise, gender, race, international awareness and cultural sensitivity;
- Identifying, screening, interviewing, selecting and recruiting candidates for new Directors, to fill vacancies or the additional needs of the Board;
- Retaining and dismissing any recruiting firm to be used to identify Director candidates.

#### 5.1.6.3. Dismissal of Directors

The Articles of Association provide that members of the Board can only be suspended or dismissed by the General Meeting by a resolution adopted by a majority of two-thirds of the votes cast representing more than half of the issued share capital, unless such resolution is adopted upon a proposal of the Board. If proposed by the Board, a simple majority of the votes cast at the General Meeting suffices.

Dutch law provides for a statutory cooling-off period of up to 250 days. During this cooling-off period, the General Meeting is not able to dismiss or suspend Directors unless upon a proposal by the Board. The cooling-off period can be invoked by the Board in case:

- Shareholders, using either their Shareholder proposal right or their right to request a General Meeting of Shareholders, propose an agenda item for the General Meeting of Shareholders to dismiss or suspend a Director; or
- A public offer for the Company is made or announced without the Company's support, provided, in each case, that the Board believes that such proposal or offer materially conflicts with the interests of the Company and its business.

The cooling-off period, if invoked, ends at occurrence of the earliest of the following events:

- The expiration of 250 days from, in case of Shareholders using their Shareholder proposal right, the day after the deadline for making such proposal expired; in case of Shareholders using their right to request a General Meeting of Shareholders, the day when they obtain court authorization to do so; or in case of a hostile offer being made, the first following day;
- The day after the hostile offer having been declared unconditional; or
- The Board voluntarily terminating the cooling-off period. In addition, Shareholders representing at least 3% of Technip

Energies' issued share capital may request the enterprise chamber of the court of appeal in Amsterdam (*Ondernemingskamer van het Gerechtshof te Amsterdam*) for early termination of the cooling-off period.

In addition to the statutory cooling-off period, the Code provides for a 180-day response period. If one or more Shareholders intends to request that an item be put on the agenda for a General Meeting that may result in a change in Technip Energies' strategy such as the suspension or dismissal of a Director, pursuant to the Code, the Technip Energies Board may invoke a response time of a maximum of 180 days. During this period the Technip Energies Board does not have to include the item on the agenda for the General Meeting.

#### 5.1.6.4. Agreements with TechnipFMC and BPI

Technip Energies is party to agreements with two of its Shareholders, TechnipFMC and BPI, which agreements entitle these Shareholders to propose candidates to the Board for nomination as Non-Executive Directors (the "Shareholder Nominated Directors"). For more information about these agreements, see section 5.3.1. Agreements between Shareholders.

In connection with the Spin-off of Technip Energies from TechnipFMC, Technip Energies and TechnipFMC entered into a separation and distribution agreement (the “**Separation and Distribution Agreement**”). Pursuant to the Separation and Distribution Agreement, TechnipFMC has the right to designate (i) two shareholder Nominated Directors, so long as it owns at least 18% of the Technip Energies shares, and (ii) one shareholder Nominated Director, so long as it owns at least 5%, but less than 18% of the Technip Energies shares. In February 2021, Pascal Colombani and Nello Uccelletti were designated as TechnipFMC’s shareholder Nominated Directors. Other than the designation of these two Directors as TechnipFMC’s shareholder Nominated Directors, none of the Company’s Directors, including Mr. Colombani and Mr. Uccelletti, is employed by or in any way affiliated with TechnipFMC. On September 6, 2021, TechnipFMC’s ownership of Technip Energies’ shares fell below 18% such that, effective on that date, TechnipFMC is entitled to one shareholder Nominated Director. In March 2022, TechnipFMC designated Mr. Uccelletti again to be that company’s shareholder Nominated Director.

Pursuant to the Relationship Agreement dated January 7, 2021, entered into between the Company, Bpifrance and TechnipFMC, (the “**Relationship Agreement**”) BPI had the right to designate (i) two shareholder Nominated Directors, so long as it owned at least 18% of the Technip Energies shares, and (ii) one shareholder Nominated Director, so long as it owns at least 5%, but less than 18% of the Technip Energies shares. Notwithstanding the foregoing, at General Meetings occurring prior to the vote on Technip Energies’ 2022 annual accounts, under the Relationship Agreement BPI had the right to designate two shareholder Nominated Directors. Pursuant to Amendment n°1 of the Relationship Agreement dated April 20, 2021, BPI accepted, in all instances, to have only one shareholder Nominated Director so long as it owns at least 5% but less than 18% of the Technip Energies shares. As a result, effective April 20, 2021, BPI is entitled to one shareholder Nominated Director, namely Mr. Arnaud Caudoux.

#### 5.1.6.5. Non-Executive Director nominees

In March 2022, the Technip Energies Board has nominated for appointment at the 2022 Annual General Meeting all of the Non-Executive Directors currently on the Board, with the exception of Mr. Pascal Colombani who is not seeking reappointment. In addition, the Board has nominated for appointment two new Non-Executive Directors.

#### Colette Cohen

Ms. Cohen was appointed Board Observer in October 2021, following a structured director search process, and is nominated for appointment as an independent Non-Executive Director at the 2022 Annual General Meeting. In her capacity as Board Observer, Ms. Cohen was invited to attend Board meetings since her appointment.

Ms. Cohen is the Chief Executive Officer for the Net-Zero Technology Centre, an organization committed to the development and deployment of technology to accelerate the transition to an affordable net-zero future. She has worked in the industry for over 25 years, having held senior positions within industry leaders such as BP, ConocoPhillips and Centrica E&P, both in the UK and internationally. Ms. Cohen is a Commissioner for the Just Transition Commission for Scotland and a member of the Technology Leadership Board for the UK Government.

Ms. Cohen is an ambassador for Powerful Women.

Ms. Cohen holds a degree in Pure & Applied Chemistry from Queen’s University Belfast, as well as a master’s in Project Management & Economics from CERAM (France) and an honorary PhD from Aberdeen University.

In 2020, Ms. Cohen was awarded the Order of the British Empire (OBE) for services to the Oil and Gas industry.

#### Francesco Venturini

Mr. Francesco Venturini was nominated by the Board in March 2022 for appointment as an independent Non- Executive Director at the 2022 Annual General Meeting.

Mr. Venturini is the Head of Enel X Global Retail, the new global business line that consolidates all the customers of the Enel Group and the related portfolios of products and services under one single umbrella. From 2017 and 2021, he was the Chief Executive Officer of Enel X, the global business line of the Enel Group. Mr. Venturini held various positions at the Enel Group. He served as Chief Executive Officer and General Manager for Enel Green Power (from 2014 to 2017), after having served as its Head of North American Area (from 2011 to 2014) and Head of Finance (from 2009 to 2011). He also served as Head of Sales Administration within Enel’s Distribution and Market Division after having served as its Head of Internal Audit. Mr. Venturini was initially appointed as Head of Administration and Management Control at Enel S.p.A. in 1998. Prior to joining Enel, Mr. Venturini served as Chief Financial Officer for several companies of the Elsag Bailey Process Automation and Hartmann & Braun Group, a former Finmeccanica (Leonardo) group company.

Mr. Venturini graduated cum laude in Economics from the University of Rome “La Sapienza” in 1992 and was licensed as a Certified Public Accountant. He is a London Business School alumnus and holds an MBA from MIT’s Sloan Business School.



## 5.1.7. RULES RELATING TO THE BOARD OF DIRECTORS

### 5.1.7.1. Decision making

The Technip Energies Board adopts resolutions unanimously where possible, but may adopt resolutions by a majority of votes cast. In the event of a tie vote, the proposal is rejected. Pursuant to the Board Rules, the Technip Energies Board may only adopt resolutions at a Meeting where the majority of the Directors entitled to vote is present or represented.

Resolutions of the Technip Energies Board that cause a significant change in the identity or character of Technip Energies or its associated business enterprise require the approval of the Shareholders at the General Meeting. This includes in any event: (i) the transfer to a third party of the business enterprise of Technip Energies or practically the entire business enterprise of Technip Energies; (ii) the entry into or breaking off of any long-term cooperation of Technip Energies or a subsidiary with another legal entity or company or as a fully liable partner of a general partnership or limited partnership, where such entry or breaking off is of material importance to Technip Energies; or (iii) the acquisition or disposal by Technip Energies or a subsidiary of an interest in the capital of a company with a value of at least one-third of Technip Energies' assets according to the consolidated balance sheet with explanatory notes included in the last adopted Annual Accounts of Technip Energies. In addition, a resolution to relocate the corporate office and headquarters of the Company outside of France requires the approval of the General Meeting.

### 5.1.7.2. Responsibilities

Pursuant to the Board Rules, the Non-Executive Directors supervise the policies, management and the general affairs of the Company and the business, including the relations with Shareholders. The Non-Executive Directors assist the CEO with advice on general policies related to the Company and the business.

The Board supervises how the CEO implements the Company's long-term value creation strategy. The Board discusses and approves the strategy developed and proposed by the CEO and supervises its implementation by the CEO and the principal risks associated with it. The report drawn up by the Board accounts for its involvement in the approval of the strategy, and the way in which it monitors the strategy's implementation.

Each Non-Executive Director follows an induction program. This program covers general financial, social and legal affairs, financial reporting by the Company, specific aspects that are unique to the Company and the Business, the Company's culture, and the responsibilities of a Non-Executive Director.

Each Non-Executive Director conducts an annual review to identify the aspects which each Non-Executive Director requires training or education.

The responsibilities of the Non-Executive Directors include supervising and advising the CEO with respect to the following responsibilities of the CEO:

- Setting the Company's management agenda;
- Enhancing the Company's performance;
- Developing and proposing a general strategy, including the strategy for realizing long-term value creation, and taking into account risks connected to the Business;
- Determining and pursuing operational and financial objectives;
- Structuring and managing internal business control systems;
- Overseeing the Company's financial reporting processes;
- Ensuring the Company's compliance with applicable laws and regulations;
- Ensuring compliance with and maintaining the Company's corporate governance structure;
- Ensuring publication by the Company of any information required by applicable laws and regulations;
- Preparing the Company's annual report, the annual budget and significant capital expenditures;
- Overseeing the Company's sustainability practices;
- Ensuring that internal procedures are established and maintained which safeguard that all relevant information is known to the Board in a timely fashion;
- Developing a procedure for reporting actual or suspected misconduct or irregularities, and taking appropriate follow-up action on the basis of these reports; and
- Discussing the items reported on by the Audit Committee under best practice provision 1.5.3 of the Code.

In addition, the responsibilities and tasks of the Non- Executive Directors include:

- Drawing up the Company's policies for the composition of the Board;
- Selecting and nominating individuals for appointment by the General Meeting as Director;
- Proposing the remuneration policy for adoption by the General Meeting, determining the remuneration for the Executive Directors and acting as corporate body within the meaning of article 7.4.2 of the Company's Articles of Association to determine the remuneration for the Non- Executive Directors;
- Selecting and nominating for appointment by the General Meeting of the Company's external auditor;
- Dealing with conflicts of interest regarding Directors and majority Shareholders in relation to the Company; and
- Giving the external auditor a general idea of the content of the reports that relate to the external auditor's performance.



### 5.1.7.3. Conflicts of interest

Pursuant to the Articles of Association and the Board Rules, a Director is not to participate in the deliberations and decision-making process if he or she has a direct or indirect personal conflict of interest with the Company and its associated business enterprise. The Board Rules and the Company's related party transactions policy provide further requirements as to how to identify and address a conflict of interest of a Director, all in accordance with the Code.

During the financial year, the Company entered into one transaction that the Board identified as a potential conflict of interest transaction. The Relationship Agreement provided that TechnipFMC was to sell, subject to certain conditions, US\$200 million worth of Company shares to BPI. The conditions having not been fulfilled, BPI negotiated a subsequent transaction agreement with TechnipFMC for the acquisition of shares of Technip Energies in an amount of US\$100 million to which Technip Energies was also a party. During the February 2021 Board Meeting, Mr. Caudoux excused himself from the Board's discussion regarding the terms of the transaction and did not attend the related February 2021 Audit Committee, all in accordance with best practice provisions 2.7.3 and 2.7.4 of the Code.

The Company has not entered into other transactions under which members of the Board had or could have had a conflict of material significance to the Company or the relevant Director.

### 5.1.7.4. Directors' training

In accordance with the Board Rules each Non-Executive Director participates in the Board's induction program. This program covers general financial, social and legal affairs, financial reporting by the Company, specific aspects that are unique to the Company and the business, the Company's culture, and the responsibilities of a Non-Executive Director.

Our Directors completed an onboarding session in February 2021 which included presentations by both management and external advisors. Among other subjects, the Directors were provided an overview and materials related to the legal aspects of being a Director of a Dutch company listed on Euronext Paris. Topics which were addressed included Directors' duties, allocation of powers and responsibilities among Directors and disclosure requirements. In December 2021, our Directors visited, and were given a presentation related to, the Rome operating center.

In addition, each Non-Executive Director conducts an annual review to identify the aspects which each Non-Executive Director requires training or education. The ESG Committee also monitors the induction program and training needs of Board members and recommends action to the Board concerning such induction program and training needs where appropriate.

For 2022, the Company intends to develop a training program addressing the following topics:

- Climate change;
- Cybersecurity; and
- Digitalization.

### 5.1.7.5. Positions outside the Company

The Board has not adopted guidelines limiting or prohibiting Directors from serving on boards and/or committees of other organizations. However, the ESG Committee may take into account the nature and time involved in a Director's service on other boards and/or committees in evaluating the suitability of individual Director candidates and current Directors.

Serving on other boards and/or committees should be consistent with the Company's conflict of interest policies, the Articles of Association and all applicable laws and regulations.

When a Director becomes aware of circumstances that may adversely reflect upon the Director or the Company, such Director must notify the ESG Committee of such circumstances. The ESG Committee will consider the circumstances, and may in certain cases recommend that the Board request that the Director submit his or her resignation from the Board if, for example, continuing service on the Board by the individual is not consistent with the criteria deemed necessary for continuing service on the Board.

A Director must inform the Board before accepting board positions, including positions on the committee of a board. Other board positions of Directors are discussed at a Board Meeting at least annually.

The acceptance of a non-executive position by the CEO requires the approval of the Board.



## 5.1.8. 2021 BOARD OF DIRECTORS MEETINGS

### 5.1.8.1. 2021 Board Meetings

The Board is comprised of seven independent directors: Mr. Rinaldi (Chair), Mr. Caudoux, Mr. Colombani, Ms. Debon, Mr. Eyers, Ms. Goligher and Mr. Houssin. 78% of the Directors sitting on the Board are thus independent. In 2021, the Board held five meetings.

Date	Joseph Rinaldi	Arnaud Pieton	Arnaud Caudoux(1)	Pascal Colombani	Marie- Ange Debon	Simon Eyers	Alison Goligher	Didier Houssin	Nello Uccelletti
February	•	•	•	•	•	•	•	•	•
April	•	•	•	•	•	•	•	•	•
July	•	•	•	•	•	•	•	•	•
October	•	•	•	•	•	•	•	•	•
December	•	•	•	•	-	•	•	•	•
<b>% ATTENDANCE(2)</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>80</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>

(1) Mr. Caudoux did not participate in discussions relating to BPI's investment in Technip Energies during the February Board Meeting to avoid any conflict of interest as he is currently the Deputy Chief Executive Officer and Executive Director of Bpifrance.

(2) The CFO, the COO, the Chief Legal Officer and external auditors were invited to attend all of the quarterly Board Meetings. Other Technip Energies senior managers were also invited to attend certain meetings to make presentations to the Board on specific topics. Ms. Colette Cohen, who was appointed Board Observer in October 2021, attended the December Board Meeting.

Highlighted below are the topics that were addressed by the Board on a recurring basis at regular meetings and a list of the specific topics that were addressed by the Board over the course of 2021.

#### BOARD RECURRING TOPICS

- Review of commercial activities;
- Review of quarterly financial results and press releases;
- Update on shareholder base and strategic investors;
- Review of the Company's operations;
- Review of the Company's sustainability practices;
- Update on the COVID-19 pandemic;
- Update on safety and security.

#### BOARD SPECIFIC TOPICS

- Approval of the Company's 2020 annual accounts and earnings press release;
- Approval to enter into a Nomination and Board Observer Agreement with Ms. Colette Cohen;
- Approval of the Nomination of a new independent Non-Executive Director;
- Approval to issue up to €600,000,000 of senior unsecured notes;
- Approval to repurchase Company's ordinary shares;
- Approval to enter into a liquidity agreement program for an amount of €9,000,000;
- Approval of the Company's 2021 Half-year report and earnings releases;
- Approval of the Company's ESG Roadmap;
- Review of Executive Director and Non-Executive Director compensation;
- Review of the Company's Strategy;
- Review of proposed investments;
- Review of the Company's Technology Roadmap;
- Review of the Company's Digital Roadmap;
- Update on ongoing regulatory matters;
- Update on cybersecurity;
- Review of the nine months financial results and earnings press release;
- Review of the Arctic LNG 2 Project;
- Director training: review of Dutch public company governance principles and matters related to being listed on Euronext Paris (disclosure requirements);
- Review of Non-Executive Director's compensation;
- Review of the Company's D&O insurance;
- Board and CEO performance evaluation.

At each Board Meeting, the Chairs of each of the Committees reported to the full Board on their respective Committee's findings and actions.

### 5.1.8.2. Board’s involvement in the Company’s strategy

The Board regularly interacted with management throughout the year to develop and set the strategic objectives for the Company as well to review the actions required to execute these objectives. Starting in the first quarter 2021, the CEO and other members of the Executive Committee, at the request of the Board, undertook to develop a strategy to chart the Company’s growth over the coming years. The status of this work was regularly reviewed by the Board. This also involved the Board reviewing and assessing market analyses, business models, technology and innovation opportunities, potential investment and partnership opportunities and considering different macroeconomic scenarios. In addition, at the December 2021 Board Meeting the Board conducted a full day meeting dedicated to a comprehensive review of the Company’s strategy.

The formal evaluation of Directors takes place by means of a self-evaluation consisting of a written survey. Self-evaluations were undertaken by the directors for the Board and each of the Committees. The evaluation process which was followed consisted of the following steps:

<b>PROCESS INITIATED</b>	<b>EVALUATION DISTRIBUTED</b>	<b>ANALYSIS</b>	<b>PRESENTATION OF RESULTS</b>
The ESG Committee reviews and approves the process to evaluate the performance of the Board of Directors and its Committees.	<p>Questionnaires are distributed through a third-party web-based platform. The process encourages candid responses from Directors and promotes productive discussions.</p> <p>Questionnaires solicit feedback on issues, including:</p> <ul style="list-style-type: none"> <li>■ Board/Committee operations;</li> <li>■ succession planning;</li> <li>■ Committee composition, processes, and effectiveness;</li> <li>■ Board dynamic;</li> <li>■ Director preparation, participation, and contribution; and</li> <li>■ Management preparation and communications.</li> </ul>	Completed questionnaires are analyzed and summarized by management, discussed at each Committee and reported to the ESG Committee Chair.	The ESG Committee Chair reviews the results of the evaluations with the full Board and each Committee to determine areas of improvement.

The ESG Committee Chair reported the results of the Board performance at the December Board Meeting and discussed the areas to be addressed in the upcoming year. The ESG Committee discussed the evaluation process and decided that, starting in 2023, an outside party would be mandated to carry out a Board evaluation every three years in line with best practice recommendations.

### 5.1.8.3. 2021 annual performance evaluation of the Directors

The Chairman is the main contact on behalf of the Board regarding the performance of Directors other than the Chairman.

Each Non-Executive Directors regularly, and at least annually, evaluates his/her own performance, the performance of each of the other Non-Executive Directors individually, and the performance of the CEO without the CEO being present. The performance of the various Committees is evaluated as well.

The ESG Committee receives comments from all Directors and reports annually to the Board regarding the Board and its Committees and recommendations for improvements in the overall performance of the Board and its Committees. A Director will be asked to resign early in the event of inadequate performance, structural incompatibility of interests, and in other instances in which the majority of the Non-Executive Directors deems this necessary.

The Board is also responsible for the evaluation of the Executive Director’s performance. The conclusions of the evaluation of Mr. Pieton’s performance were reviewed in executive session at the December Board Meeting.

## 5.1.9. 2021 BOARD COMMITTEE MEETINGS

The Audit Committee, the Compensation Committee and the ESG Committee enable the Technip Energies Board to work in an efficient and effective manner, ensuring a thorough review and discussion of issues, while giving the Technip Energies Board more time for deliberation and decision-making.

Committees regularly meet with management and, at times, external consultants to review the business, better understand applicable laws and policies affecting Technip Energies and support the Technip Energies Board

and management in meeting the requirements and expectations of stakeholders and Shareholders.

### 5.1.9.1. Audit Committee

The Audit Committee is comprised of four independent Directors: Ms. Debon (Chair), Mr. Caudoux, Mr. Eysers and Mr. Rinaldi. 100% of the Directors sitting on the Audit Committee are thus independent. The Audit Committee meets at least four times per year. In 2021, the Audit Committee held five meetings.

Date	Marie-Ange Debon	Arnaud Caudoux(1)	Simon Eysers	Joseph Rinaldi
February	•	-	•	•
April	•	•	•	•
July	•	•	•	•
October	•	•	•	•
December	-	•	•	•
<b>% ATTENDANCE(2)</b>	<b>80</b>	<b>100</b>	<b>100</b>	<b>100</b>

(1) Mr. Caudoux did not participate in the February Audit Committee meeting, during which BPI's investment in Technip Energies was discussed, to avoid any conflict of interest as he is currently the Deputy Chief Executive Officer and Executive Director of Bpifrance.

(2) The CEO, CFO, Chief Legal Officer, Head of Internal Audit, Chief Accounting Officer, Treasurer and the Company's external auditors were invited to attend certain meetings. Other Technip Energies senior managers were also invited to attend certain meetings to make presentations to the Audit Committee on specific topics.

The Audit Committee's main responsibilities are as follows:

- monitoring the financial reporting process;
- reviewing financial statements and internal controls (including reporting structures) with management and Technip Energies' auditor;
- monitoring compliance with internal accounting and control policies, as well as legal and regulatory requirements relating to financial statements and financial disclosures;
- preparing the selection of the auditor for appointment at a General Meeting, and reviewing the qualifications, independence and performance of such auditor;

- reviewing the effectiveness and performance of the internal audit function; and
- reviewing the effectiveness of processes for reviewing and escalating financial-related allegations reported through the allegations hotline.

Highlighted below are the topics that were addressed by the Committee on a recurring basis at regular meetings and a list of the specific topics that were addressed by the Audit Committee over the course of 2021.

#### AUDIT COMMITTEE RECURRING TOPICS

- Review of legal and compliance matters;
- Review of quarterly financial results and press releases;
- Review of key projects and segment performance;
- Update on internal control processes and internal audit program;
- Treasury updates; and
- Review of external auditors reports to the Committee.

During these Audit Committee Meetings, the Audit Committee held separate sessions with PwC, the Company's external auditors, as well as with the CEO and CFO. In December, the Audit Committee met separately with the Company's Vice President, Internal Audit.

#### AUDIT COMMITTEE SPECIFIC TOPICS

- Approval of 2021 Half-year report, including Half-year financial statements;
- Review of the Company's 2021 budget;
- Review of the Company's Enterprise Risk Management framework and process;
- Review of the Company's Internal Audit's budget and planning;
- Monitoring of the Company's transition to a single cloud based enterprise reporting tool;
- Adoption of a policy relating to external auditors providing non-audit services and approval of certain specific non-audit missions to be conducted by external auditors;
- Review of the Company's annual filings with the AFM, AMF and the SEC and related securities matters;
- Review of the Committee's Charter; and
- Committee performance evaluation.

The Board has determined that the Audit Committee's composition meets the financial expertise requirements and complies with the Audit Committee Charter.

Ms. Debon's relevant financial experience includes the following: she is currently the Executive Chair of Keolis and was General Secretary of the Suez Group (where she was responsible for legal, audit, information systems, and procurement). She also served as General Secretary and, prior to that, as Deputy Chief Financial Officer of Thomson (now Technicolor). She was also a member of the AMF (*Autorité des Marchés Financiers*) and served as Magistrate to the French Audit Court (*Cour des Comptes*).

Mr. Caudoux's relevant financial experience includes his current position as Deputy Chief Executive Officer and Executive Director of Bpifrance where he is responsible for Finance, Risk Management, IT, and the Guarantee business line. Mr. Caudoux also served as Chief Financial Officer and member of the Executive Board of Bpifrance.

Mr. Eyers worked 13 years in energy investment banking at SG Warburg & Co, Goldman Sachs and Credit Suisse First Boston Europe.

The Board has determined that based on their respective experience, each of Ms. Debon, Mr. Caudoux and Mr. Eyers has the relevant expertise to be qualified as a financial expert.

### 5.1.9.2. Compensation Committee

The Compensation Committee is comprised of two independent Directors: Ms. Goligher (Chair) and Mr. Rinaldi, and one non-independent Director, Mr. Uccelletti. 66% of the Directors sitting on the Compensation Committee are thus independent. The Compensation Committee meets at least four times per year. In 2021, the Compensation Committee held five meetings. The Compensation Committee's members attended all 2021 meetings.

Date	Alison Goligher	Joseph Rinaldi	Nello Uccelletti
February	•	•	•
April	•	•	•
July	•	•	•
October	•	•	•
December	•	•	•
<b>% ATTENDANCE(1)</b>	<b>100</b>	<b>100</b>	<b>100</b>

(1) The CEO and the Senior Vice President People & Culture were invited to attend certain meetings. The Company's Vice President Compensation and Benefits and external compensation consultants were also invited to attend certain meetings. The CEO did not participate in discussions or decisions related to his compensation.

The Compensation Committee's main responsibilities are as follows:

- reviewing, evaluating, and recommending to the Board for approval changes to the agreements, plans, policies and programs to compensate Non-Executive Directors and the CEO;
- reviewing, evaluating and approving all awards of equity securities or equity derivatives to persons discharging managerial responsibilities and approving the number of equity securities or equity derivatives to be provided to the Chief Executive Officer to be allocated to all employees at the discretion of the Chief Executive Officer;
- annually preparing for publication on the website a remuneration report;
- reviewing and discussing the compensation-related disclosure to be included in the management report and Annual Accounts and other required filings and determine whether to recommend that the disclosure be included in the management report and Annual Accounts;
- reviewing, evaluating, and approving the remuneration policy and submitting at least every four years a clear and understandable proposal to the Board of a remuneration policy subject to Technip Energies' Shareholder approval;
- reviewing, evaluating, and approving proposals to Shareholders on compensation matters, including advisory votes on the remuneration report;
- discharging the Board's responsibilities related to compensation of Directors and persons discharging managerial responsibilities.

Highlighted below are the topics that were addressed by the Committee at regular meetings over the course of 2021:

#### COMPENSATION COMMITTEE TOPICS

- Review and approval of the 2021 Long-term equity awards (LTI);
- Review and approval of the 2021 Annual Incentive Plan (STI);
- Executive Committee compensation, STI and 2021 LTI as well as share ownership requirements;
- Equity Award for the CEO, Management, employees and Non-Executive Directors; and
- TechnipFMC LTI plans conversion into Technip Energies LTI;
- Setting CEO's 2021 objectives;
- CEO and Non-Executive Directors compensation benchmarking;
- Review and approval of 2021 LTI grant for Executive Committee;
- Review of Non-Executive Director compensation;
- Review of Executive Director compensation;
- Review of shareholder feedback on compensation practices;
- Review of the Committee's Charter; and
- Committee performance evaluation.

See chapter 6. Remuneration report for more information on the Compensation Committee's activities.

### 5.1.9.3. ESG Committee

The ESG Committee is comprised of three independent Directors: Mr. Colombani (Chair), Mr. Houssin and Ms. Goligher. 100% of the Directors sitting on the ESG Committee are thus independent. The ESG Committee meets at least four times per year. In 2021, the ESG Committee held five meetings. The ESG Committee's members attended all 2021 meetings.

Date	Pascal Colombani	Alison Goligher	Didier Houssin
February	•	•	•
April	•	•	•
July	•	•	•
October	•	•	•
December	•	•	•
<b>% ATTENDANCE(1)</b>	<b>100</b>	<b>100</b>	<b>100</b>

(1) The Chairman of the Board, the CEO and the Chief Legal Officer were invited to attend certain meetings. The Company's Chief Compliance Officer and Senior Vice President Communications were also invited to attend certain meetings. The CEO did not participate in any discussions or decisions related to the recruitment of new directors.

The ESG Committee's main responsibilities are as follows:

- Advising and making recommendations to the Board regarding appropriate corporate governance practices and assisting the Board in implementing those practices;
- Monitoring the development and implementation of the compliance program (including procedures for allegation reporting, investigation and remediation), to ensure Technip Energies operates in compliance with the principles of ethical conduct and good governance;
- Identifying individuals qualified to become members of the Board, consistent with the composition profile of the Board and the diversity policy and recommending Director nominees to the Board for appointment at a General Meeting or for appointment by the Board as temporary replacement to fill vacancies on the Board;
- Recommending members of the Board to serve on each Committee of the Board;
- Leading the Board in the annual performance evaluation of the Board and its Committees;
- Reviewing and overseeing the corporate responsibility programs and initiatives, including the environmental, health and safety, and sustainability policies and programs and matters impacting stakeholders and reputations.

Highlighted below are the topics that were addressed by the Committee on a recurring basis at regular meetings and a list of the specific topics that were addressed by the ESG Committee over the course of 2021:

#### ESG COMMITTEE RECURRING TOPICS

- Update on compliance matters
- Review of the ESG Roadmap; and
- Shareholder engagement.

#### ESG COMMITTEE SPECIFIC TOPICS

- Non-Executive Director independence requirements and criteria;
- Review of Executive Committee Succession Plan;
- Review and updating of Board Skills and Experience Matrix;
- Non-Executive Director recruitment;
- Review of Board Committee Memberships;
- Review of the various initiatives implemented by the Company or its employees to support local communities;
- Review of the Committee's Charter; and
- Committee performance evaluation.

### 5.1.9.4. Board Committees and Composition

In March 2022, the Technip Energies Board, upon recommendation of the ESG Committee, made the Committee appointments below to become effective at the close of the 2022 Annual General Meeting, subject to each nominee Non-Executive Director being appointed at the General Meeting.

Non-Executive Directors	Audit Committee	Compensation Committee	ESG Committee
Arnaud Caudoux	•		
Colette Cohen		•	•
Marie-Ange Debon	• (Chair)		
Simon Eyers	•		
Alison Goligher		• (Chair)	•
Didier Houssin			• (Chair)
Nello Uccelletti		•	
Francesco Venturini	•		



## 5.2. SHARE CAPITAL

### 5.2.1. DESCRIPTION OF SHARE CAPITAL

Technip Energies' authorized share capital consists of 850,000,000 ordinary shares with a nominal value of €0.01 each and amounts to €8,500,000.00. As of December 31, 2021, the issued and paid up capital consists of 179,827,459 ordinary shares and amounts to €1,798,274.59.

Technip Energies has only one class of shares, its ordinary shares. No special voting rights or profit rights are attached to ordinary shares. All shares are issued in registered form and no share certificates are or may be issued.

The Technip Energies Shares rank pari passu with each other and holders of Technip Energies Shares are entitled to dividends and other distributions declared and paid on them. Each Technip Energies share carries distribution rights and entitles its holder the right to attend and to cast one vote at the General Meeting.

Relying on regulatory filings which are to be made by Shareholders with the AFM and/or made directly to the Company, Technip Energies understands that the following holders of Technip Energies shares held 3% or more of Technip Energies' total voting rights on December 31, 2021:

Name of beneficial owner	Number of Technip Energies shares beneficially owned	Percentage of outstanding Technip Energies shares beneficially owned <sup>(1)</sup>
TechnipFMC plc	21,850,495	12.15% <sup>(2)</sup>
HAL Investments B.V.	17,600,000	9.79% <sup>(3)</sup>
Bpifrance Participations S.A.	12,422,820	6.91% <sup>(4)</sup>
DNCA Finance	5,970,208	3.32% <sup>(5)</sup>

*(1) The calculation of percentage of ownership of each the above beneficial owners is based on 179,827,459 Technip Energies Shares issued on December 31, 2021.*

*(2) As reported to the AFM on October 22, 2021.*

*(3) As reported to the AFM on October 20, 2021.*

*(4) As reported to the AFM on December 22, 2021.*

*(5) As reported to the Company on December 15, 2021.*

On January 14, 2022, Technip Energies acquired 1,800,000 ordinary shares from TechnipFMC. The agreement to purchase these shares was part of TechnipFMC's announced sell-down of its stake in the Company through a private sale transaction which also included BPI and HAL Investments B.V., the Dutch investment subsidiary of HAL Holding N.V., with each agreeing to purchase 3.6 million of Technip Energies ordinary shares.

The purchase price of the shares subject to the sale was set at €13.15 per share. The settlement for the sale took place on January 14, 2022. Upon completion of the Sale, TechnipFMC's stake in the Company was reduced to approximately 7.15%. HAL Investments B.V. stake was increased to approximately 11.79% and BPI's stake to approximately 8.91%.

#### Changes in the issued share capital

Date	Nature of transaction	Nominal value per share	Number of shares issued / cancelled	Premium	Total number of issued shares after transaction	Total issued capital after transaction
March 17, 2021	Employee share grants	€0.01	13,578	No	179,827,459	€1,798,274.59

Changes in the Company's issued share capital prior to its listing in February 2021 are not reflected in the above overview.

#### Non-voting shares

On May 3, 2021, Technip Energies acquired from TechnipFMC 1,801,802 shares, concurrently with TechnipFMC's announced sell-down at a price per Share equal to the price set in a separate accelerated book building process, to cover future obligations under equity incentive plans. As long as these shares are kept in treasury, these shares have no voting rights and are not entitled to profits or reserves of Technip Energies.

Pursuant to the liquidity agreement with Kepler Cheuvreux, Technip Energies shares of Technip Energies are being acquired to ensure liquidity of the market. These shares also have no voting rights and are not entitled to profits or reserves of Technip Energies, see section 5.2.4. Repurchase of Technip Energies shares.

As described above, on January 14, 2022, Technip Energies acquired 1,800,000 ordinary shares from TechnipFMC to cover future obligations under equity incentive plans. As long as these shares are kept in treasury, these shares have no voting rights and are not entitled to profits or reserves of Technip Energies.

#### Restrictions on voting rights

There are no restrictions on voting rights of ordinary shares. Deadlines for the exercising of voting rights for the 2022 Annual General Meeting are set forth in section 5.6. Shareholders General Meetings.



## 5.2.2. BOARD OF DIRECTORS AND ISSUANCE OF SHARES

The Articles of Association provide that shares may be issued or rights to subscribe for shares may be granted pursuant to a resolution adopted at the General Meeting, or alternatively, by the Technip Energies Board if and insofar as the Technip Energies Board is designated to do so by the Shareholders at a General Meeting. An authorization by resolution of the General Meeting cannot be withdrawn unless determined otherwise at the time of the authorization.

The scope and duration of the Board's authority to issue shares or grant rights to subscribe for shares is determined by a resolution of the General Meeting and relates to all unissued shares in Technip Energies' authorized capital on the date on which the Board resolves to issue shares or grant rights to subscribe for shares. The duration of this authority

may not exceed a period of five years. The number of shares that may be issued is determined by the authorization.

No Shareholders' resolution or resolution of the Technip Energies Board is required to issue shares pursuant to the exercise of a previously granted right to subscribe for shares.

On February 15, 2021, prior to the closing of the Spin-off, the General Meeting adopted a resolution pursuant to which the Technip Energies Board is authorized, for a period of five years from February 16, 2021, to issue shares and grant rights to subscribe for shares up to the entire Technip Energies' authorized share capital from time to time, for the purpose of covering future obligations under equity incentive plans or potential employee stock ownership plans.

## 5.2.3. PREEMPTIVE RIGHTS

Shareholders have preemptive rights to subscribe on a pro rata basis for any issue of new Technip Energies Shares or, upon a grant of rights, to subscribe for Technip Energies shares. Shareholders have no preemptive rights upon (i) the issue of Technip Energies shares against a payment in kind (being a contribution other than in cash); (ii) the issue of Technip Energies shares to Technip Energies' employees or the employees of a member of the Company; and (iii) the issue of Technip Energies shares to persons exercising a previously granted right to subscribe for shares.

The General Meeting may restrict or exclude the preemptive rights of Shareholders or authorize the Technip Energies Board to do so.

The authorization of the Technip Energies Board as the body competent to restrict or exclude the preemptive rights may be extended by a resolution of the General Meeting for a period not exceeding five years in each case. An authorization by resolution of the Shareholders at the General Meeting cannot be withdrawn unless determined otherwise at the time of the authorization.

On February 15, 2021, prior to the closing of the Spin-off, the General Meeting adopted a resolution pursuant to which the Technip Energies Board is authorized, for a period of five years from February 16, 2021, to restrict or exclude the preemptive rights upon the issuance of shares.

## 5.2.4. REPURCHASE OF TECHNIP ENERGIES SHARES

Technip Energies may acquire its own shares, subject to certain provisions of Dutch law and the Articles of Association. Repurchases of shares are only possible if and insofar as the General Meeting has authorized the Technip Energies Board to do so. The authorization may not be for more than 18 months. The authorization of the Technip Energies Board is not required if Technip Energies acquires shares for the purpose of transferring these to Technip Energies employees or the employees of a member of the Company under any applicable equity compensation plan.

On February 15, 2021, prior to the closing of the Spin-off, the General Meeting adopted a resolution to authorize the Technip Energies Board for a period of 18 months from February 16, 2021, to repurchase up to 50% of Technip Energies' issued and outstanding share capital at February 16, 2021.

On May 3, 2021, Technip Energies acquired from TechnipFMC 1,801,802 of its own shares to cover future obligations under equity incentive plans. On January 14, 2022, Technip Energies acquired 1,800,000 of its own shares from TechnipFMC to cover future obligations under equity incentive plans.

In acquiring the Shares, the Company was exercising its rights under the Separation and Distribution Agreement pursuant to which the Company became an independent company on February 16, 2021. See section 5.2.1. Description of Share Capital. As it stands now, none of the repurchased shares will be redeemed.

Technip Energies entered into a liquidity agreement with Kepler Cheuvreux on July 9, 2021. The liquidity agreement is carried out accordance within the legal framework in force, and more particularly in accordance with the provisions of Regulation (EU) No. 596/2014 of the European Parliament and of the Council of April 16, 2014 on market abuse (MAR), Commission Delegated Regulation (EU) 2016/908 of February 26, 2016 supplementing Regulation (EU) No. 596/2014 of the European Parliament and of the Council with regulatory technical standards on the criteria, procedure and requirements for the establishment of an admitted market practice and the requirements for maintaining, discontinuing or modifying its conditions of admission, section 2.4.3 of the Dutch Civil Code and AMF decision no. 2021-01 of June 22, 2021, applicable as of July 1, 2021. €9,000,000 have been allocated to the liquidity account.



### 5.2.5. CAPITAL REDUCTION

The General Meeting may resolve, at the proposal of the Technip Energies Board, to reduce the issued and outstanding share capital by a cancellation of shares or by reducing the nominal value of the shares by amending the Articles of Association. A resolution to cancel shares may only relate to shares held by Technip Energies itself. A reduction of the nominal value of shares, with or without repayment, must be made pro rata on all relevant shares. This requirement may be waived if all relevant Shareholders so agree.

A resolution of the General Meeting to reduce the share capital requires a majority of the votes cast, if more than or equal to half of the issued share capital is present or represented at the General Meeting.

A resolution of the General Meeting to reduce the share capital requires a majority of at least two-thirds of the votes cast, if less than half of the issued share capital is present or represented at the General Meeting.

In addition, Dutch law contains detailed provisions regarding the reduction of capital. A resolution to reduce the issued share capital is not to take effect as long as creditors can have legal recourse against the resolution.

### 5.2.6. TRANSFER OF SHARES

The transfer of registered shares (other than held by Euroclear France) requires a Dutch deed executed for that purpose and, save in the event that Technip Energies itself is a party to the transaction, written acknowledgement by Technip Energies. There are no restrictions under the Articles of Association or Dutch law that limit the right of holders of Technip Energies shares to hold Technip Energies shares. The transfer of Technip Energies shares to persons who are located or resident in, citizens of, or have a registered address in jurisdictions other than the Netherlands may, however, be subject to specific regulations or restrictions according to their relevant laws.

For as long as the Technip Energies shares are listed on a regulated foreign stock exchange, the Technip Energies Board may resolve, with due observation of the statutory requirements, that the property law aspects of the Technip Energies shares, be governed by the law of the state of establishment of such stock exchange or by the law of the state in which transfers and other legal acts under property law relating to the Technip Energies shares can or must be made with the consent of such stock exchange. The Technip Energies Board has not adopted such resolution to date.





## 5.3. AGREEMENTS AFFECTING CONTROL OF TECHNIP ENERGIES

The Articles of Association contain provisions that are intended to secure a degree of continuity in the governance of Technip Energies as well as provide the Technip Energies Board adequate time to consider alternative solutions in the event an unsolicited approach is made which could result in a change in control of Technip Energies. These consist of:

- A provision that members of the Technip Energies Board be removed at a General Meeting by adoption of a resolution garnering two-thirds of the votes cast representing more than 50% of Technip Energies' issued share capital, where removal is not proposed by the Technip Energies Board;
- A provision that members of the Technip Energies Board be appointed by adoption of a binding nomination proposal by the Technip Energies Board, unless such proposal is overruled by adoption of a resolution garnering two-thirds of the votes cast representing more than 50% of Technip Energies' issued share capital; and

- Requirements that certain matters, including an amendment of the Articles of Association, be adopted at a General Meeting only upon proposal by the Technip Energies Board; and a provision that, except where the law requires otherwise, resolutions of the General Meeting require the prior approval of the Technip Energies Board except where the resolution has been adopted following a proposal by the Technip Energies Board.

Also note that an issue of Technip Energies shares decided by the Board may make it more difficult for a Shareholder to obtain control over the General Meeting (the relevant powers of the Board in this regard are described in sections 5.2.2. and 5.2.3.).

### 5.3.1. AGREEMENTS BETWEEN SHAREHOLDERS

#### 5.3.1.1. Agreement with TechnipFMC

Pursuant to the Separation and Distribution Agreement certain transfer restrictions and certain restrictions on the exercise of voting rights apply to Technip Energies shares and ADRs held by TechnipFMC.

##### Transfer restrictions

Subject to certain limited exceptions, TechnipFMC will not, (i) prior to a change of control of Technip Energies, transfer any Technip Energies shares or ADRs to certain competitors of Technip Energies; (ii) prior to a change of control of Technip Energies, knowingly transfer any Technip Energies shares or ADRs through an accelerated book build ("ABB"), fully marketed offering or off-market sale to a person who would, upon completion of such transfer, beneficially own 10% or more of the outstanding Technip Energies shares and ADRs or that would otherwise trigger a mandatory public tender offer under applicable Dutch and French laws; or (iii) prior to a change of control of Technip Energies, sell Technip Energies shares or ADRs on Euronext Paris or any other securities exchange on which such Technip Energies shares or ADRs become listed in excess of 25% of the average daily trading volume of the Technip Energies shares and ADRs for the five business days preceding the date of such sale. At least three business days prior to the announcement of any ABB relating to the sale of Technip Energies shares or ADRs by TechnipFMC, TechnipFMC shall deliver written notice to Technip Energies specifying in reasonable detail the number of Technip Energies shares or ADRs TechnipFMC intends to offer in such sale and any other material terms and conditions of the proposed ABB. Subject to certain adjustments and applicable law, at any time prior to the announcement of such ABB, Technip Energies may, in its sole discretion, deliver a written notice to TechnipFMC, which notice shall be binding upon Technip Energies and TechnipFMC, to purchase from TechnipFMC up to (i) a fixed euro amount of Technip Energies shares or ADRs or (ii) a fixed number of Technip Energies shares or ADRS, in either case at a clearing price in the ABB. At least 15 business days prior to the announcement of a fully marketed offering of Technip Energies shares or ADRs by TechnipFMC,

TechnipFMC shall deliver a written notice to Technip Energies stating TechnipFMC's intention to undertake such fully marketed offering. Within 5 business days of the date on which such notice is delivered, Technip Energies may deliver a written notice to TechnipFMC requesting that Technip Energies and TechnipFMC engage in discussions regarding a potential purchase by Technip Energies of Technip Energies shares or ADRs from TechnipFMC. Upon receipt of such notice, TechnipFMC shall engage in good faith discussions regarding a potential purchase of Technip Energies shares or ADRs for a period of five business days.

##### Voting restrictions

Until the earlier of (i) the occurrence of a change of control of Technip Energies and (ii) the termination of the Relationship Agreement, at any Technip Energies General or Special Meeting at which the election of any Director that has been proposed by BPI pursuant to the Relationship Agreement, TechnipFMC shall vote, or cause to be voted, all Technip Energies shares and ADRs beneficially owned by TechnipFMC in favor of the election of each such Director.

#### 5.3.1.2. Agreement with BPI

Technip Energies, TechnipFMC and BPI entered into a relationship agreement (the "Relationship Agreement") in connection with the consummation of the Spin-off. The Relationship Agreement grants certain rights to TechnipFMC and BPI, and TechnipFMC and BPI agreed to certain obligations, relating to their ownership of Technip Energies shares.

Until the earlier of (i) the date on which BPI no longer maintains beneficial ownership of any outstanding Technip Energies shares and (ii) a change of control of Technip Energies, at any Technip Energies General Meeting at which the election of any Director that has been proposed by TechnipFMC pursuant to the Separation and Distribution Agreement, BPI shall vote, or cause to be voted, all Technip Energies shares beneficially owned by BPI in favor of the election of each such Director.

### 5.3.2. CHANGE OF CONTROL AGREEMENTS

Technip Energies N.V.'s €1,400,000,000 Bridge and Revolving Facilities Agreement dated February 10, 2021, provides that Technip Energies N.V. is to notify the agent under the Facilities Agreement if it is aware that a change of control has occurred. Following such notification by Technip Energies, the agent will, if so requested by the lenders, by notice to Technip Energies N.V. cancel the available commitments and declare all outstanding loans together with accrued interest to be due and payable.

The terms and conditions of Technip Energies N.V.'s 1.125% senior unsecured notes due 2028 provide that If at any time while any note remains outstanding, there occurs a change of control and within 90 days of the first public announcement

### 5.3.3. EMPLOYEE SHARE SCHEMES

On February 15, 2021, the Board adopted the "Technip Energies N.V. Incentive Award Plan" together with the "Technip Energies N.V. Incentive Award Plan U.S. Addendum", the "Technip Energies N.V. Incentive Award Plan for the Grant of French Restricted Stock Units to Employees and Corporate Officers in France" and the "Technip Energies N.V. Incentive Award Plan for the Grant of French Stock Options to Employees and Corporate Officers in France" (collectively, the "**Plan**").

The Plan is administered by the Compensation Committee, one or more persons to whom duties have been delegated by the Compensation Committee or the Board (the "**Administrator**"). The Administrator may, from time to time, select eligible employees, consultants or a Director. The Administrator is to determine to whom an award is to be granted and is to determine the nature and amount of each award, which will not be inconsistent with the requirements

### 5.3.4. TRANSACTIONS BETWEEN TECHNIP ENERGIES AND 10% SHAREHOLDERS

In connection with the Spin-off of Technip Energies from TechnipFMC, in addition to the Separation and Distribution Agreement, Technip Energies and TechnipFMC entered into various agreements such as a tax matters agreement, an employee matters agreement, a transition services agreement, a patent license agreement and a coexistence and trademark matters agreement. A summary of these agreements can be found in the prospectus published by the Company in connection with the Spin-off. As these agreements were entered into prior to Technip Energies listing on Euronext Paris, provision 2.7.5 of the Code did not apply to these agreements.

On May 3, 2021, Technip Energies acquired €20 million equivalent of its own ordinary shares from TechnipFMC, concurrently with TechnipFMC's announced sell-down of its stake in the Company through a private placement by way of an accelerated book building process at a price per Share equal to the price set in a separate accelerated book building process, to cover future obligations under equity incentive plans. In acquiring the Shares, the Company was exercising its rights under the Separation and Distribution Agreement pursuant to which the Company became an independent company on February 16, 2021.

of the result of the change of control, a rating downgrade (from investment grade to non-investment grade, or a withdrawing of the rating) has occurred as a result of such change of control, each noteholder will have the option to require Technip Energies N.V. to redeem the notes held by it at their principal amount together with interest accrued thereon.

Certain provisions of the Separation and Distribution Agreement with Technip Energies would terminate upon a change of control. See section 5.3.1.1. Agreement with TechnipFMC. Certain provisions of the Relationship Agreement with BPI would also terminate upon a change of control. See section 5.3.1.2. Agreement with BPI.

of the Plan. Except for any Director's right to awards granted in accordance with the Company's Articles of Association, the Board Rules and other governance documents, no eligible person or other person is to have any right to be granted an award pursuant to the Plan and neither the Company nor the Administrator is obligated to treat eligible persons, holders of awards or any other persons uniformly. Participation by each holder in the Plan is to be voluntary and nothing in the Plan or any program of the Plan is to be construed as mandating any eligible person or other person to participate in the Plan.

For a description of Long Term Incentive Plans, the general principles of which would also be applicable to Company employees, please see description of the Long Term Incentive Programs under section 6.2.1. Executive Director remuneration policy. Note that as relates to employees, the allocation between PSUs and RSUs will be made on a 50% PSU - 50% RSU basis.

On January 14, 2022, Technip Energies acquired 1,800,000 of its own ordinary shares from TechnipFMC to cover future obligations under equity incentive plans. The agreement to purchase these shares is part of TechnipFMC's announced sell-down of its stake in the Company through a private sale transaction which also included BPI and HAL Investments B.V., the Dutch investment subsidiary of HAL Holding N.V., each agreeing to purchase 3.6 million Technip Energies ordinary shares. The purchase price of the shares subject to the sale was set at €13.15 per share.

Technip Energies and TechnipFMC are otherwise parties to commercial and operational agreements which have been negotiated on an arm's length basis, and include terms and conditions customary in the market. None of these transactions are of material nature to the Company, and accordingly provision 2.7.5 of the Code did not apply.

## 5.4. CORPORATE GOVERNANCE STATEMENT

### 5.4.1. DUTCH CORPORATE GOVERNANCE CODE, “COMPLY OR EXPLAIN”

#### As a Dutch company listed on Euronext Paris Technip Energies is subject to the Code

The Code contains governance principles and best practices for Dutch listed companies. Technip Energies, a company incorporated in the Netherlands and listed on the Euronext Paris Stock Exchange, is required to disclose in its management report whether it complies with the suggested governance principles and best practices of the Code or list the reasons for any deviation in its management report.

Technip Energies complies with all applicable provisions of the Code except for the provisions stated below.

As a Dutch Company, Technip Energies does not comply with the Afep/Medef Corporate Governance Code or any other inapplicable governance conventions.

#### Compliance with the Code

Technip Energies endorses the underlying principles of the Code and is committed to adhering to the best practices promoted by the Code. Provisions adopted by Technip Energies that differ from Code principles are:

- Provision 2.3 of the Code recommends that Committees prepare the decision-making for later adjudication by the full Technip Energies Board. Technip Energies has delegated certain decision-making to its Committees, as defined in each Committee's charter. In particular, the Compensation Committee will have the authority to directly adopt certain resolutions on behalf of the Technip Energies Board. The Technip Energies Board believes that this deviation leads to more efficient decision-making.
- The General Meeting may overrule a binding nomination for the appointment of a Director by a two-thirds majority of the votes cast, representing more than 50% of Technip Energies' issued share capital. If a binding nomination for the appointment of a Director is overruled, the Technip Energies Board may make a new binding nomination. Although in deviation from suggested governance provision 4.3.3 of the Code which provides that the threshold may not be higher than a simple majority of the votes cast representing more than one-third of the issued share capital, this is in line with article 2:133 (2) BW, which provides for the same majority and quorum requirements. The Technip Energies Board believes that this deviation provides the Technip Energies Board the needed stability to execute the strategy to create long term value for all stakeholders.

- A resolution to suspend or dismiss a Director other than at the proposal of the Technip Energies Board requires a two-thirds majority of the votes cast, representing more than 50% of Technip Energies' issued and outstanding share capital. Although in deviation provision 4.3.3 of the Code which provides that the threshold may not be higher than a simple majority of the votes cast representing more than one-third of the issued share capital, this is in line with article 2:134 (2) BW, which provides for the same majority and quorum requirements. The Technip Energies Board believes that this deviation provides the Technip Energies Board the needed stability to execute the strategy to create long term value for all stakeholders.
- Non-Executive Directors have been granted restricted stock-units in deviation from provision 3.3.2 of the Code which provides that Non-Executive Directors may not be awarded remuneration in the form of shares or rights for shares. Technip Energies' policy is intended to ensure that a substantial portion of their remuneration is linked to the long-term success of the Company and alignment with Shareholders' interest. As further described in section 6.6.2. Non-Executive Directors remuneration, the Technip Energies Board decided in March 2022, that effective March 1, 2022, Non-Executive Directors would not be remunerated in the form of restricted stock-units but would only be remunerated in cash.

#### Conflicts of interest and other information

There are no institutional potential conflicts between the personal interests of Directors or senior management on the one hand and the interests of Technip Energies on the other hand. There are no family relationships between any Directors or members of senior management.

#### Maximum number of supervisory positions of Directors

At the date of this Annual Report, Technip Energies will not be subject to provisions on a maximum number of supervisory positions of Executive Directors and Non- Executive Directors under Dutch law.

## 5.4.2. DIVERSITY POLICY

Given that Technip Energies is incorporated in the Netherlands and listed on Euronext Paris, at the date of this Annual Report, Dutch law does not provide for any gender diversity targets with respect to the composition of the Technip Energies Board or any Committees thereof.

The Board has adopted a Diversity Policy that sets out the rules regarding the diversity of the composition of the Technip Energies Board. This Diversity Policy has been established in accordance with best practice provision 2.1.5 of the Code, came into effect on February 16, 2021 and has been revised on March 1, 2022. The Diversity Policy is published on the Company's website. The policy addresses the specific targets relating to diversity and the diversity aspects relevant to the Company, such as nationality, age, gender, education, work background and other relevant items.

Technip Energies recognizes the benefits of having a diverse Board and sees diversity at Board level as an important element in maintaining a competitive advantage and strives to meet a more balanced male/female ratio.

The Board acknowledges the Company's strategic priority to increase the diversity of its workforce to mirror its stakeholders and markets, which will positively impact (i) the Company's business performance in all countries it operates in, (ii) a well-balanced decision-making process within the Company and (iii) a proper functioning of the Board.

The Diversity Policy aims to ensure that the Board has a sufficient diversity of views and the expertise needed for a good understanding of current affairs and longer-term risks and opportunities related to the Company's business. The nature and complexity of the Company's business is taken into account when assessing optimal Board diversity, as well as the social and environmental context in which the Company operates.

The selection of candidates for appointment to the Board will be based on merit. With due regard to the above, the Board will seek to fill vacancies by considering candidates that bring a diversity of (amongst others) nationality, age, gender and educational and professional backgrounds.

Technip Energies is proud that should its Director nominees be appointed as members of the Board at the 2022 Annual General Meeting, it will have achieved its initial goal of a Board composition of at least 30% female and at least 30% of male members as set out in its Diversity Policy effective February 16, 2021. Technip Energies remains committed to strengthen the diversity of its Board composition and its aim is that, on or before the date of the Company's 2024 Annual General Meeting, the Board be comprised of at least 40% female and at least 40% male members as set out in its revised Diversity Policy dated March 1, 2022.

The composition of the Board furthermore follows the profile as included in the Board Rules, which aims for an appropriate combination of knowledge and experience among its members encompassing technology, financial, economic, social, environmental and legal aspects of international business in relation to the global character of the Company's businesses. For information with respect to the Board skills and experience matrix see section 5.1.4. Board skills and experience matrix.

In terms of diversity:

- The Company's aim is for the Board to comprise members with diverse background including in terms of nationality and work experience;
- In 2021 there were two female Board members out of nine members (22%). Upon the appointment of Colette Cohen by the 2022 Annual General Meeting, in May 2022, this would increase to 30%;
- Currently the Board comprises nine members representing in the aggregate five nationalities;
- Currently two of the Company's three Board committees are chaired by female Board members;
- Currently age varies from 48 to 76 years old and 55% of the Board members are less than 60 years old.

See section 5.1.7. Rules relating to the Board of Directors.



## 5.5. BOARD MEMBERS INDEPENDENCE REQUIREMENTS

In the Board's opinion, the composition of the Technip Energies Board meets the independence requirements of the Code.

Upon a recommendation made by the ESG Committee, the Board determined in April 2021 that all the Non-Executive Directors qualified as independent Directors with the exception of Nello Uccelletti, a TechnipFMC shareholder Nominated Director, who qualified as non-independent as a result of his former position as an executive at Technip Energies' predecessor company, TechnipFMC.

## 5.6. SHAREHOLDERS GENERAL MEETINGS

Shareholders exercise their rights through Annual and Extraordinary General Meetings of Shareholders. The Company is required to convene an Annual General Meeting of Shareholders in the Netherlands each year, no later than six months after the end of the Company's financial years. Additional Extraordinary General Meetings of Shareholders may be convened at any time by the Board.

The convocation date is set at 42 days prior to the date of the Annual General Meeting by law.

### 5.6.1. FUNCTIONING OF MEETINGS

General Meetings are held in the Netherlands at the place where Technip Energies has its corporate seat (Amsterdam), or at Eindhoven, Groningen, Haarlem, Haarlemmermeer (Schiphol Airport), Hoofddorp, Maastricht, Rotterdam, The Hague, or Zoetermeer (the Netherlands). The Annual General Meeting shall be held no later than six months after the end of the financial year. Typically the agenda for the Annual General Meeting includes, among other things, the discussion and adoption of the Annual Accounts, appropriation of Technip Energies profits, and proposals relating to the Technip Energies Board, including the filling of any vacancies in the Board, discharge from liability of the Board members for the performance of the responsibilities in the previous financial year and the advisory vote on Technip Energies' remuneration report. In addition, the agenda shall include such items as have been included therein by the Technip Energies Board or by Shareholders. One or more Shareholders, alone or together, representing at least 3% of the issued share capital may also request to include items in the agenda of a General Meeting. Requests must be made in writing and received by the Technip Energies Board at least 60 days before the day of the Meeting.

Additional Extraordinary General Meetings may also be held whenever considered appropriate by the Technip Energies Board or when the Extraordinary General Meeting is requested by one or more Shareholders, who jointly represent at least 10% of the issued share capital. The request must be made in writing to the Board in accordance with Dutch law.

At the time of the publication of this Annual Report, a Dutch emergency bill on coronavirus-related matters permits that Dutch companies hold their General Meeting virtually. Such virtual meetings can only be attended by Shareholders electronically. Under this legislation, it is up to the discretion of the Board whether a meeting will be held virtually or physically.

The desired composition of the Board enables the Non- Executive Directors to operate independently, including the ability to operate critically with one another, the Executive Director of the Board, and any particular interests involved.

Independence requirements under the Code are not applicable to Arnaud Pieton as Executive Director.

The record date is set at 28 days prior to the date of the Annual General Meeting by law. Those who are registered as Shareholders at the record date are entitled to attend the Meeting and to exercise other Shareholder rights. Shareholders may be represented by written proxy.

The key dates for the upcoming May 5, 2022, Annual General Meeting are thus as follows:

- The Convocation for the 2022 Annual General Meeting will occur on or prior to March 24, 2022;
- The Record Date of the 2022 Annual General Meeting is on April 7, 2022.

Unless Dutch law or the Articles of Association state otherwise, all resolutions adopted by the Shareholders at the General Meeting are adopted with a simple majority of the votes cast. Insofar as the law does not prescribe otherwise, resolutions of the General Meeting require the approval of the Technip Energies Board unless the resolution has been adopted at the proposal of the Board. Generally no quorum requirements apply.

Each Technip Energies share confers the right to cast one vote at the General Meeting and no restriction on voting applies pursuant to the Articles of Association and Dutch law. However, no votes may be cast at a General Meeting on shares held by Technip Energies or Technip Energies subsidiaries. Nonetheless, the holders of a right of usufruct and the holders of a right of pledge in respect of shares in Technip Energies' share capital held by Technip Energies or Technip Energies' subsidiaries are not excluded from the right to vote on such shares, if the right of usufruct or the right of pledge was granted prior to the time such share was acquired by Technip Energies or any of Technip Energies' subsidiaries. Technip Energies may not cast votes on shares in respect of which Technip Energies or a subsidiary holds a right of usufruct or a right of pledge. Shares which are not entitled to voting rights pursuant to the preceding sentences will not be taken into account for the purpose of determining the number of shares on which votes may be cast, or the amount of the share capital that is present or represented at a General Meeting.



## 5.6.2. RIGHT TO ATTEND SHAREHOLDERS' MEETING

Shareholder Meetings are convened by public announcement on the website of Technip Energies. The convening notice will be published no later than 42 days prior to the Shareholders' Meeting in accordance with Dutch law and the Articles of Association. The Technip Energies Board will provide the Shareholders with the agenda including the agenda timing and whether these are discussion items or voting items. Furthermore, the Board will provide Shareholders with relevant information in the explanatory notes to the agenda.

All Shareholders, and each usufructuary and pledgee to whom the right to vote on Technip Energies' shares accrues,

are entitled to attend and exercise other Shareholder rights. The record date is set at the 28<sup>th</sup> day prior to the day of the General Meeting. Anybody who is registered as Shareholder on the record date is entitled to attend the Meeting and to exercise other Shareholder rights, provided that a person wishing to attend the Meeting must notify the Company of intention to do so no later than on a day and in the manner mentioned in the notice convening the relevant General Meeting. There are no restrictions on voting rights attaching to the Technip Energies shares.

## 5.6.3. AMENDMENT TO THE ARTICLES OF ASSOCIATION

The Articles of Association may be amended by a resolution of the General Meeting, by a simple majority of votes cast, but only at the proposal of the Technip Energies Board.

If a resolution to amend the Articles of Association is to be submitted to the General Meeting, this must in all cases be stated in the notice convening the General Meeting.

# 6 Remuneration report

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## Overview

Technip Energies' Remuneration Policy was approved by a General Meeting of Shareholders of Technip Energies on February 15, 2021, and took effect on February 16, 2021.

The Remuneration Policy applies to Executive Directors and Non-Executive Directors. The CEO is currently the only Executive Director. The remuneration of the Executive Director and Non-Executive Directors is proposed by the Compensation Committee for approval by Non-Executive Directors, within the limits of the Remuneration Policy which is applicable to all Directors. The Remuneration Policy in its current formulation will continue to apply until a General Meeting of Shareholders approves an amendment upon proposal by the Board of Directors.

The main elements of the Remuneration Policy for the Executive Director are the annual base salary and the incentive scheme which consists of an annual Short Term Incentive Program ("STI") and a Long Term Incentive Program ("LTI"). The STI is aligned with a Company wide annual performance scorecard which is cascaded throughout the work force. The LTI has an element of Restricted Stock awards and Performance Based Incentives and operates over a three year period. The STI and the LTI are designed to align the compensation of the Executive Director with Shareholders interests and to place a large part of the Executive Director's compensation at risk if important business and financial performance targets are not met.

The Remuneration Policy, which was put in place at the time of the separation of the Company from TechnipFMC in February 2021, substantially reflected the compensation structure and policies under which the current executives of Technip Energies were being compensated prior to the separation. From the beginning of the remit of the Compensation Committee, ensuring the stability and retention of the Executive Director and other Company's executives in an increasingly competitive environment and particularly in the critical first years of the Company's existence as an independent company has been a critical objective. Accordingly, the Board of Directors, on the recommendation of the Compensation Committee, determined that it was important to maintain a compensation structure for 2021 and 2022 substantially similar to the structure under which the Executive Director and the Company's other executives were previously being compensated. A number of adjustments were made in 2021 within the framework of the Remuneration Policy to reflect the enhanced duties and roles of the executives and in order

to better align short term incentives with the Company's evolving corporate strategy, ESG goals and financial objectives. The Compensation Committee also decided in 2021 to grant a one-time special award of Performance Shares – corresponding to 50% of annual base salary and based on achieving the same TSR based performance condition that applies to the LTI performance shares – to the members of the Executive Committee, which includes the Executive Director, in order to better align interests and build team cohesiveness at a time when the Company was facing the challenges of establishing itself as an independent company in the midst of the COVID pandemic.

Within the framework of the Remuneration Policy, the Compensation Committee and the Board have also decided to make a number of further changes to the remuneration of the Executive Director in 2022 to better reflect the Company's financial and strategic goals and to better align with input received from Shareholders. Among these changes are two new performance conditions based on Adjusted EPS growth and ESG targets which have been added to the TSR condition in the Long Term Incentive Plan. The payout scale for TSR performance was also modified to ensure there was no payout below median performance. The objectives in the STI have been modified to reflect the strategic importance of growing the higher margin Technology, Products and Services ("TPS") businesses and the importance of ESG to the Company. For the Executive Director, the weighting between elements of the STI was changed to reflect the greater importance placed on achieving measurable business and financial targets and to reduce the weighting of personal performance elements.

In addition, effective March 1, 2022, the total remuneration for the Non-Executive Directors has been modified in structure by eliminating the award of Restricted Stock. In addition, some additional adjustments were made to better reflect the role of the Chairman and the importance of the work of the Committees of the Board including by increasing the fee payable to the Chair of the ESG Committee. The combined effect of the changes results in a reduction in the overall quantum for the Non-Executive Directors.

The Compensation Committee intends to fully review the current Remuneration Policy in 2022 to ensure it aligns with best practices and is appropriate for the Company's evolving circumstances. It is anticipated that a revised Remuneration Policy will be submitted to Shareholders for a vote in 2023.



## 6.1. REMUNERATION AT A GLANCE

### 2021 – EXECUTIVE DIRECTOR

Annual base salary		€786,924 <sup>(1)</sup>		Weighting	Payout	
Annual performance bonus	Actual total payout	173.75%	Business and individual performance payout by indicator in %	% EBIT of Revenue w. SG&A condition	30%	60%
				Cash flow from operations	30%	60%
				ESG – Design & roll-out of the ESG roadmap and scorecard for 2022-2024	10%	10%
				ESG – 50% of women for graduates hiring	5%	5%
				Individual performance	25%	38.75%
Actual value		€1,367,280				
Long term incentive program	Main grant April 15, 2021	146,697 PSUs (70%) corresponding to a fair value of €2,153,512				
	Special grant April 15, 2021	62,871 RSUs (30%) corresponding to a fair value of €742,507				
Pension benefit	For 2021, the total amount contributed to the defined contribution plan (art. 83) equal to 8% of the gross compensation above four times the annual French social security limit and capped at eight times the annual French social security limit was €12,067.					
Benefits and perquisites	The benefits offered to the Executive Director in 2021 have been similar to the benefits granted to other executives of Technip Energies. For 2021, the total costs of the benefits provided to the Executive Director are accounted for €4,459.					

(1) Prorated amount from the annual base salary of €900,000 from February 16 to December 31, 2021.

### 2021 NON-EXECUTIVE DIRECTORS

Director <sup>(1)</sup>	Cash Retainer	Chair Fee	Committee Meeting Fees	Total Fees FY2021
Arnaud Caudoux <sup>(2)</sup>	€0	€0	€0	€0
Pascal Colombani (ESG Chair)	€78,500	€6,978	€10,000	€95,478
Marie-Ange Debon (Audit Chair)	€78,500	€15,700	€8,000	€102,200
Simon Eyers (Audit)	€78,500	€0	€10,000	€88,500
Alison Goligher (Compensation Chair, ESG)	€78,500	€10,903	€20,000	€109,403
Didier Houssin (ESG)	€78,500	€0	€10,000	€88,500
Joseph Rinaldi (Non-Executive Chair, Audit, Compensation)	€78,500	€39,250	€20,000	€137,750
Nello Uccelletti (Compensation)	€78,500	€0	€10,000	€88,500

Director	Grant date	Type of grant	Number of granted rights <sup>(3)</sup>	Vesting period
Arnaud Caudoux <sup>(2)</sup>	N/A	N/A	N/A	N/A
Pascal Colombani (ESG Chair)	April 15, 2021	RSU	13,547	1 year
Marie-Ange Debon (Audit Chair)	April 15, 2021	RSU	13,547	1 year
Simon Eyers (Audit)	April 15, 2021	RSU	13,547	1 year
Alison Goligher (Compensation Chair, ESG)	April 15, 2021	RSU	13,547	1 year
Didier Houssin (ESG)	April 15, 2021	RSU	13,547	1 year
Joseph Rinaldi (Non-Executive Chairman, Audit, Compensation)	April 15, 2021	RSU	13,547	1 year
Nello Uccelletti (Compensation)	April 15, 2021	RSU	13,547	1 year

(1) Ms. Colette Cohen attended the December 7, 2021 Board Session as an Observer and received €4,223 in fees.

(2) Mr. Arnaud Caudoux waived his cash and equity remuneration because of the policies of his employer, Bpifrance.

(3) The number of stock units is based on the closing share price at the grant date, ie. €11.81.

## 2022 – EXECUTIVE DIRECTOR

<b>Annual base salary</b>		<b>€900,000</b>		
<b>Annual performance bonus expressed as % of annual base salary</b>	<b>Target</b>	<b>100%</b>	<b>Maximum</b>	<b>200%</b>
	<b>Bonus plan structure</b>		<b>Business performance indicators &amp; Individual objectives expressed as % of target annual performance bonus</b>	
				<p>15% Individual objectives</p> <p>25% ESG objectives</p> <p>30% % EBIT of Revenue w. SG&amp;A</p> <p>30% Growth of TPS</p>
<b>Long term incentive program</b>	<b>Target expressed as % of annual salary</b>	<b>275%</b>	<b>Maximum</b>	<b>419%(1)</b>
	<b>PSUs</b>	<b>70%</b>	<b>Vesting period</b>	<b>3 years</b>
	<b>RSUs</b>	<b>30%</b>		
	<b>PSUs – Performance conditions</b>		<b>1. TSR – 37.5%</b>	No payout will be awarded for achievement below median. Max payout 200%.
			<b>2. EPS – 37.5%</b>	Basic Adjusted Earnings per Share (“EPS”) is a key long-term performance metric which promotes the execution of Technip Energies strategy to deliver profitable growth with a strong alignment with Shareholders. The criterion is defined as the annual rates of Basic Adjusted EPS for the 2022 to 2024 fiscal years. Max payout 200%.
			<b>3. ESG – 25%</b>	ESG performance is based on the measurement of three KPIs: Environment – reduction of scopes 1 and 2, Societal – proportion of women in leadership positions, Governance – reduction of non-mandatory commercial intermediaries. The three KPIs are evenly weighted. Payout capped at 100%.
<b>Pension benefit</b>	The Board has resolved to maintain the supplementary French defined contribution plan for the benefit of the Executive Director which provides for contributions equal to 8% of gross compensation above four times and capped at eight times the annual French social security limit. This is in addition to the French mandatory pension scheme to which the Executive Director is eligible.			
<b>Benefits and perquisites</b>	The benefits offered to the Executive Director remain similar to the benefits granted to other executives of Technip Energies and comprise notably medical, death and disability coverage, and a fully expensed company car.			

(1) Given ESG performance condition is capped at 100%.

Based on a review of relevant market practice among relevant peer groups, the Compensation Committee proposed and the Non-Executives Directors approved, effective from March 1, 2022, modification to the remuneration of Non-Executive Directors to eliminate Restricted Stock Awards and to provide for annual cash remuneration for Non-Executive Directors as provided below.

## 2022 – NON-EXECUTIVE DIRECTORS

Chairperson annual retainer	€250,000
Board member annual retainer <sup>(1)</sup>	€90,000
Annual Chair fee	€18,000 for Audit Committee €12,500 for Compensation Committee €12,500 for ESG Committee
Committee meeting fee	€3,000 per Committee meeting
<b>Share ownership requirement<sup>(2)</sup></b>	<b>Five times annual retainer (over 5 years)</b>

The Compensation Committee will retain the discretion to modify the value of compensation, should this be considered appropriate. Where any discretion is exercised, the basis of this exercise will be disclosed in the next Remuneration Report. Each Non-Executive Director will be reimbursed for reasonable incidental expenses incurred in connection with the attendance of Board and Committee meetings.

(1) Arnaud Caudoux has waived his remuneration because of the policies of his employer, Bpifrance.

(2) The share ownership requirement is enshrined in the Remuneration Policy. This will be brought to Shareholders for review in 2023.



## 6.2. REMUNERATION POLICY

Technip Energies' Remuneration Policy was approved by a General Meeting of Shareholders of Technip Energies on February 15, 2021, and took effect on February 16, 2021.

The Remuneration Policy is included here for reference and context only. The 2021 compensation practice for Directors described in section 6.5. Application of the Remuneration policy in 2021 will be submitted to a non-binding advisory vote of Shareholders at the May 5, 2022 Annual General Meeting.

### 6.2.1. EXECUTIVE DIRECTOR REMUNERATION POLICY

The Executive Directors' Remuneration Policy is applicable to the CEO of Technip Energies.

#### ANNUAL BASE SALARY

<b>Purpose and link to strategy</b>	To reflect and be aligned with global energy and energy transition market practices in order to attract and retain exceptionally talented individuals who: <ul style="list-style-type: none"> <li>■ Deliver superior operational performance in Technip Energies' businesses,</li> <li>■ Are critical in making Technip Energies a leader in its field, and</li> <li>■ Create an environment that fosters the innovation necessary for continued growth of the long-term value created by Technip Energies including revenues, earnings, and Shareholder returns.</li> </ul>
<b>Operation</b>	Reviewed annually or following a change in responsibilities with changes usually taking effect from March 1 of a given year. The Compensation Committee is to consider the following parameters when setting and reviewing the annual base salary level: <ul style="list-style-type: none"> <li>■ Pay increases for other employees across the Technip Energies Group;</li> <li>■ Economic conditions and governance trends;</li> <li>■ An Executive Director's individual performance, skills and responsibilities;</li> <li>■ Base salaries of companies of a similar size and international presence; and</li> <li>■ Market pay levels.</li> </ul> Salaries are normally paid in the currency of an Executive Director's home country.
<b>Policy level</b>	<b>€900,000</b>
<b>Maximum payment</b>	Salary increases are ordinarily in line with increases awarded to other employees of the Technip Energies group. The Compensation Committee has discretion to increase salary levels in appropriate circumstances such as where the nature or scope of an Executive Director's role or responsibilities changes or in order to be competitive at the median level of peer companies. Salary adjustments may also reflect wider market conditions in the geography in which the Executive Director is based.
<b>Performance assessment</b>	Overall performance against stated objectives of an Executive Director is considered annually by the Compensation Committee when setting the base salary.

#### ANNUAL PERFORMANCE BONUS

<b>Purpose and link to strategy</b>	Incentivize achievement of Technip Energies' annual financial and strategic targets which may include but are not limited to ESG targets. Provide focus on key financial metrics and an Executive Director's contributions to Technip Energies' performance.
<b>Operation</b>	Performance measures and stretch targets are set annually in advance by the Compensation Committee by reference to the annual operating plan: <ul style="list-style-type: none"> <li>■ The majority of the bonus is based on financial performance. However, operational, strategic and individual targets may also be used.</li> <li>■ 75% of the bonus is based on a business performance indicators comprising financial metrics, and 25% of the bonus is based on an annual performance incentive comprising personal targets.</li> <li>■ The award will usually be paid out in cash after the end of the financial year.</li> <li>■ The Compensation Committee has discretion to amend the level of payment if it is not deemed to reflect appropriately the individual's contribution or the overall business performance. Any discretionary adjustments will be detailed in the following year's Remuneration Report.</li> <li>■ The Compensation Committee retains the discretion to make other bonus payments on an exceptional basis when it considers this to be appropriate in the context of Company's and Executive Director's performance, and when it is considered to be in the best interests of Technip Energies and its Shareholders.</li> </ul>
<b>Policy level</b>	The target annual bonus is set at 100% of annual base salary.

<b>Maximum payment</b>	<p>The maximum achievable annual bonus amount is 200% of annual base salary. No bonus will be paid for below threshold performance.</p> <ul style="list-style-type: none"> <li>■ For “on-target” performance the bonus payout may be up to 100% of target value.</li> <li>■ For maximum performance up to 200% of target value may be earned.</li> </ul> <p>The Compensation Committee retains the discretion to increase the bonus target in circumstances it deems appropriate, such as for a change in market levels.</p>
<b>Performance assessment</b>	<p>Performance measures and stretch targets are set annually by the Compensation Committee by reference to the annual operating plan and renewed throughout the year by the Compensation Committee.</p> <p>The Compensation Committee has discretion (upwards/downwards) to vary the weighting of these measures over the life of the Remuneration Policy.</p>
<b>LONG-TERM INCENTIVE PROGRAMS (LTIs)</b>	
<b>Purpose and link to strategy</b>	Incentivize an Executive Director to deliver superior long-term returns to Shareholders.
<b>Operation</b>	<p>Long-term incentives programs are granted under the Technip Energies Incentive Award Plan (the “<b>Incentive Plan</b>”). This is an omnibus arrangement whereby a variety of award types may be granted, including: performance-based restricted stock units (“<b>PSUs</b>”), time based restricted units (“<b>RSUs</b>”), stock options, cash settled awards and share appreciation rights.</p> <p>It is currently intended that award grants comprise:</p> <ul style="list-style-type: none"> <li>■ PSUs: an award of a right to receive Technip Energies Shares subject to achievement of applicable performance conditions assessed over a period of three years, subject to continuous service; and</li> <li>■ RSUs: an award of a right to receive Technip Energies Shares that vest three years from grant, subject to continuous service.</li> </ul> <p>The type and weighting of awards granted each year are determined annually by the Compensation Committee at its discretion. However, it is the current intention of the Compensation Committee for the weighting based on the fair value at the grant date to be:</p> <ul style="list-style-type: none"> <li>■ 70% PSUs; and</li> <li>■ 30% RSUs.</li> </ul> <p>The Compensation Committee has discretion (upwards/downwards) to vary the weighting of the performance measures over the life of the Remuneration Policy.</p> <p>To the extent permitted by applicable law, an Executive Director will be eligible for any dividends paid and accumulated on RSUs and PSUs during the performance or vesting period. No dividend equivalents will be payable on stock options.</p>
<b>Policy level</b>	The target nominal grant date value of long-term incentive granted to an Executive Director per annum is set at 275% of annual base salary.
<b>Maximum payment</b>	The maximum grant date fair value of long-term incentive awards granted to an Executive Director per annum will be 3x the sum of such Executive Director’s annual base salary and target annual bonus.
<b>Performance assessment (applicable to performance based RSUs only)</b>	<p>Long-term incentive awards except PSUs are not subject to achievement of performance targets but are subject to vesting periods. For PSUs, the vesting of awards is linked to a range of performance measures that may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>■ A growth measure (for example, net sales, EPS);</li> <li>■ A measure of the Company’s performance on environmental, social and governance (ESG) matters;</li> <li>■ A measure of efficiency (for example, operating margin, operating cash conversion, ROIC); and</li> <li>■ A measure of Technip Energies’ relative performance in relation to its peers (for example, relative total Shareholder return).</li> </ul> <p>Measures and targets are determined by the Compensation Committee annually prior to grant and are set out in the Remuneration Report on an indicative basis.</p> <p>The Compensation Committee has discretion to amend the performance conditions in exceptional circumstances if it considers it appropriate to do so. Any such amendments would be disclosed and explained in the following year’s Remuneration Report.</p>




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**ALL EMPLOYEE STOCK OWNERSHIP PROGRAM (ESOP)**

<b>Purpose and link to strategy</b>	An Executive Director may also participate in stock ownership program applicable to all employees on the same basis as other employees.
<b>Operation</b>	While Technip Energies does not currently operate an all employee stock ownership program were it to do so during the term of the Remuneration Policy an Executive Director would be eligible to participate in such a program on the same terms as other eligible employees consistent with this Remuneration Policy.
<b>Maximum payment</b>	The maximum payment applicable will be as per the all employee program terms and conditions.

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**PENSION AND OTHER RETIREMENT BENEFITS**

<b>Purpose and link to strategy</b>	Provide competitive post-retirement benefits, see under “Base Salary – Purpose and link to strategy”.
<b>Operation</b>	<p>Provision of market competitive retirement benefits may vary based on the location in which an Executive Director is based.</p> <p>In addition to pension and other retirement benefits available to French employees in general, an Executive Director may participate in a supplementary French defined contribution plan, to which other French executives of the Company are eligible and which provides for contributions equal to 8% of the gross compensation above four times the annual French social security (<i>Sécurité sociale</i>) limit and capped at eight times such limit.</p>

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**BENEFITS AND PERQUISITES**

<b>Purpose and link to strategy</b>	To provide market competitive benefits and to facilitate the performance of an Executive Director in his/her duties.
<b>Operation</b>	An Executive Director is eligible to receive benefits which are similar to those provided to other executives of the Group and that may include, but are not limited to: financial planning, personal tax assistance, use of company cars, club memberships (primarily business-related), medical, vision and dental benefits, sickness, death and dismemberment benefits, work related travel and security expenses for the Executive Director and spouse and matching charity contributions. Benefits may vary by location. The Compensation Committee has discretion to offer additional allowances or benefits to an Executive Director, if considered appropriate and reasonable. These may include relocation expenses, housing allowance and school fees where an Executive Director has to relocate from his/her home location as part of his/her duties.
<b>Maximum payment</b>	<p>The actual value of benefits and perquisites varies depending on the cost to the business and individual Executive Director’s circumstances. The benefits package is set at a level that the Compensation Committee considers:</p> <ul style="list-style-type: none"> <li>■ That it provides an appropriate level of benefits depending on the role and individual circumstances; and</li> <li>■ Is in line with comparable benefits in companies of a similar size and complexity in the market.</li> </ul>



## LEGACY OPERATIONS

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The Compensation Committee reserves the right to make any remuneration payments that would otherwise be outside of the Remuneration Policy if they were agreed to prior to the Remuneration Policy being enacted. The Compensation Committee also reserves the right to make any remuneration payments that were agreed to prior to the relevant individual becoming an Executive Director of Technip Energies. Such payments may include share-based and cash-based incentives and/or salary, benefits, pension and other payments.

## POLICY FOR PAYMENT FOR LOSS OF OFFICE

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The Compensation Committee will seek to ensure that all payments for loss of office, including but not limited to, loss of office pursuant to involuntary termination, an Executive Director not being re-elected, and resignation, are reasonable and in the long-term interests of Shareholders and the Company's business. The Compensation Committee will generally take into account the circumstances of the loss of office and performance of an Executive Director.

The Compensation Committee has the discretion to:

- Pay legal fees, financial planning or outplacement costs;
- Pay an annual bonus for the year of cessation;
- Retain or accelerate vesting of outstanding long-term incentive awards; and
- Continue providing taxable benefits and retirement benefits during the year of cessation.

Technip Energies believes that severance benefits provide important financial protection to Executive Directors in the event of job loss, are consistent with the practices of peer companies, and are appropriate for the retention of executive talent.

Notwithstanding the above, Technip Energies intends to generally offer Executive Directors severance benefits amounting to one-year base salary.

## POTENTIAL PAYMENTS UPON CHANGE IN CONTROL

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It is the intention that Technip Energies provide change in control benefits to ensure that Executive Directors have an incentive to continue to work in Technip Energies' best interest during the period of time when a change in control transaction is taking place and in order to ensure continuity of management. The benefits payable upon a change in control will be comparable to benefits offered to Executive Directors at peer companies.

## NON-COMPETE COVENANTS

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The Compensation Committee may apply a non-compete covenant to Executive Directors, which non-compete covenant may be compensated financially at 100% of annual base salary and annual performance bonus, and paid over a 12-month period. It is intended that any new Executive Director would be retained on similar non-compete terms. Geographical scope and duration of the non-compete and financial compensation will be reviewed periodically by the Compensation Committee.

## ADJUSTMENTS TO VARIABLE REMUNERATION (claw back)

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Pursuant to Dutch law, the remuneration of an Executive Director may be reduced or an Executive Director may be obliged to repay all or part of his/her variable remuneration to the Company if certain circumstances apply.

In accordance with Dutch law, if according to the principles of reasonableness and fairness, payment of a bonus would be unacceptable, the Non-Executive Directors have the power to modify the level of the bonus to an appropriate level. For these purposes, a bonus means a non-fixed part of the remuneration, the award of which is wholly or partially dependent on the achievement of certain goals or the occurrence of certain circumstances.

In addition, Technip Energies or the Non-Executive Directors will have the authority under Dutch law to recover (claw back) from an Executive Director any variable remuneration awarded on the basis of incorrect financial or other data. The Non-Executive Directors may furthermore adjust the variable remuneration (to the extent that it is subject to reaching certain targets and the occurrence of certain events) to an appropriate level if payment of the variable remuneration were to be unacceptable according to the requirements of reasonableness and fairness.

## DURATION OF CONTRACTS, NOTICE PERIODS

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Executive Directors' contract will be for the period up to and including the date of the first Annual General Meeting of the Company following the date the contract is entered into, and ends automatically on that date without prior notice being required. If the Company's General Meeting reappoints the Executive Director as Executive Director, the contract will be extended for the period of that reappointment and end automatically, without prior notice being required on the date of the first Company's Annual General Meeting after the Company's General Meeting which resolved to reappoint the Executive Director. The contracts will contain a three months' notice period for Technip Energies and the Executive Director.



## 6.2.2. NON-EXECUTIVE DIRECTORS REMUNERATION POLICY

The Non-Executive Directors' Remuneration Policy is applicable to all Non-Executive Directors.

### NON-EXECUTIVE DIRECTORS ARE COMPENSATED IN BOTH CASH AND RSUS ACCORDING TO THE TABLE BELOW

<b>Annual retainer</b>	€90,000 paid in cash
<b>Annual equity grant</b>	€160,000 in RSUs that vest after one year (Non-Executive Directors will be eligible for any dividends paid and accumulated on RSUs during the vesting period). The maximum value of an equity grant that may be made to a Non-Executive Director in any fiscal year is €160,000
<b>Annual Chair fee</b>	€18,000 for Audit Committee €12,500 for Compensation Committee €8,000 for ESG Committee
<b>Annual Lead Director fee/Non-Executive Chair fee</b>	€45,000
<b>Committee meeting fee</b>	€2,000 per Committee meeting
<b>Share ownership requirement</b>	Five times annual retainer (over 5 years)

The Compensation Committee retains the discretion to modify the value of compensation or alter the weighting of share awards and cash at its discretion, should this be considered appropriate. Where any discretion is exercised, the basis of this exercise will be disclosed in the next Annual Remuneration Report.

Unvested RSUs will be settled and are payable in Technip Energies Shares upon the death or disability of a Non-Executive Director or in the event of a change in control of the Company.

Each Non-Executive Director will be reimbursed for reasonable incidental expenses incurred in connection with the attendance at Board and Committee meetings.

## 6.3. LIMITATION ON LIABILITY AND INDEMNIFICATION MATTERS

Under Dutch law, a member of the Technip Energies Board and certain other Officers may be held liable for damages in the event of improper or negligent performance of their duties. They may be held jointly and severally liable for damages to Technip Energies and to third parties for infringement of the Articles of Association or of certain provisions of the Dutch Civil Code – *Burgerlijk Wetboek* (BW). In certain circumstances, they may also incur additional specific civil and criminal liabilities.

Directors and certain members of senior management are insured under an insurance policy taken out by Technip Energies against damages resulting from their conduct when acting in their capacities as Directors or senior managers. In addition, Technip Energies' Articles of Association provide for indemnification of Technip Energies' Directors, including

reimbursement for reasonable legal fees and damages or fines based on acts or failures to act in their duties. No indemnification shall be given to a member of Technip Energies Board if (i) a Dutch court has established, without possibility for appeal, that the acts or omissions of such indemnified person that led to the financial losses, damages, suit, claim, action or legal proceedings can be described as deliberate (*opzettelijk*), willfully reckless (*bewust roekeloos*) or seriously culpable, (ii) the costs or capital losses of the indemnified person are covered by an insurance policy and the insurer has paid out these costs or capital losses, or (iii) the indemnified person failed to notify Technip Energies as soon as possible of the costs or capital losses or of the circumstances that could lead to the costs or capital losses.

## 6.4. OTHER ARRANGEMENTS

Technip Energies does not provide loans or advance to the members of the Board of Directors.

## 6.5. APPLICATION OF THE REMUNERATION POLICY IN 2021

In accordance with article 2:135b of the Dutch Civil Code, the Application of the Remuneration Policy 2021 will be submitted to a non-binding vote of the Shareholders at the May 5, 2022 General Shareholders Meeting. The CEO is the only Executive Director.

### 6.5.1. EXECUTIVE DIRECTOR REMUNERATION

#### Annual base salary

Pursuant to the Remuneration Policy approved by the General Meeting of Technip Energies on February 15, 2021, the Board of Directors has set the annual base salary of the Executive Director at €900,000 for fiscal year 2021. This figure was arrived at by taking into consideration salaries within Technip Energies and by comparison with the median level of Chief Executive pay at peer companies (the peer group used for these purposes is the same peer group used to determine relative Total Shareholder Return for the purposes of the Long Term Incentive program in 2021. See section 6.5.1. Executive Director remuneration – Long Term Incentive paragraph below for the peer group companies used for the comparison). This peer group was also used as a reference to compare the total direct compensation and other individual components of the Executive Director's compensation in 2021, with median level being the focus.

As Mr. Pieton's tenure as Executive Director started February 16, 2021, the annual base salary which was actually paid to him in 2021 was €786,924 in cash.

#### Short Term Incentive: annual performance bonus

The principles applied in setting the measures and targets for the annual performance bonus focused on the measures most critical for the Company in its first year of independent trading.

For the first fiscal year, significant weight was given to two fundamental financial elements as part of the Business Performance indicators – BPIs – these were:

1. Adjusted Recurring EBIT (30% weighting): this was chosen to align and drive the profitability of Technip Energies

during its first year. Adjusted Recurring EBIT represents the profit before financial expense (as described in section 2.6. Operating and financial review) conditioned by the Selling expenses (primarily costs incurred to win a contract) and General and administrative expenses (mainly personal costs, professional services fees, office facilities and other support overhead costs);

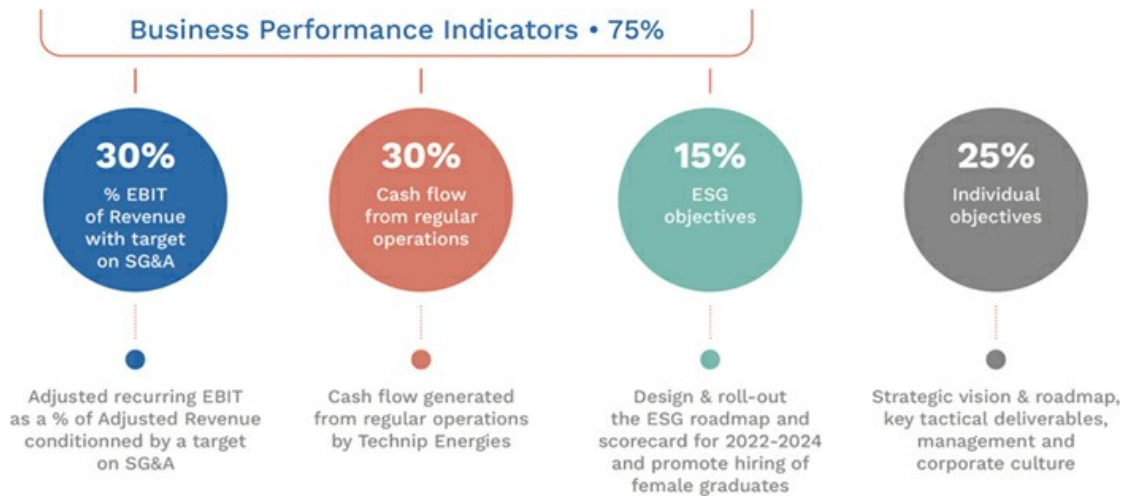
2. Cash flow from operations (30% weighting): this was chosen to ensure an immediate focus on cash generation during Technip Energies first year of operations.

A third Business Performance Indicator was chosen to reflect the Company's immediate intention to focus on ESG matters:

3. ESG measures (15% weighting): as part of Technip Energies' DNA and journey towards energy transition for "a better tomorrow", it was recognized that a critical deliverable for 2021 would be the articulation of the Company strategy and the associated ESG Roadmap, while also signaling the importance given to the Company's commitment to embed sustainable, socially responsible and ethical business practices.

The final part of the Short Term Incentive is the Individual objectives. The role of the Executive Director in leading the Company during its first year required a significant focus on leadership in a number of critical areas. The Individual objectives were set to ensure focus on the key priorities for 2021:

4. Individual objectives (25% weighting):
  - Strategic vision and Energy transition roadmap,
  - Critical tactical deliverables,
  - Management and corporate culture.





The payout curves for 2021 have been set according to the following rules:

- no payout for below threshold performance,
- for “on-target” performance, the payout is up to 100% of target value,

- for maximum performance, the payout is up to 200% of target value.

Interpolation is linear between these points for the Business Performance Indicators. The individual performance is measured and approved by the Compensation Committee based on the achievements of the Executive Director.

## 2021 Annual performance results

For 2021, the Executive Director achieved a total performance of 173.75% against the targets set.

Annual performance bonus indicators	Weighting as % of target bonus	Threshold performance 0 %	Target performance 100 %	Max. performance 200 %	Actual result	Achieved performance	Payout as of target
% EBIT of Revenue with target on SG&A	30%	<5.50% / > €380 M	5.7% / €345 M	≥6.2% / ≤ €305 M	6.5% / €301 M	200%	60.0%
Cash flow from operations	30%	< €60 M	€200 M	≥ €350 M	€457 M	200%	60.0%
ESG objectives:							
■ Design & roll-out of the ESG roadmap and scorecard for 2022-2024	10%	No	Yes	N/A	Yes	100%	10%
■ 50% of women for graduates hiring	5%	<40%	50%	≥60%	50%	100%	5%
<b>Business performance indicators</b>	<b>75 %</b>					<b>180 %</b>	<b>135.0 %</b>
<b>Individual objectives</b>	<b>25 %</b>	<b>0 %</b>	<b>100 %</b>	<b>200 %</b>	<b>155 %</b>	<b>155 %<sup>(1)</sup></b>	<b>38.75 %</b>
<b>TOTAL PAYOUT</b>							<b>173.75 %</b>

(1) The Compensation Committee considered the performance of the Executive Director in the round and decided to make no changes to the calculated result.

## Financial measures

- 2021 Adjusted Revenue increased year-on-year by 10.9% to €6.7 billion, with double digit growth in our Technology, Products & Services business segment, buoyed by strong operational execution across the project portfolio.
- The 2021 Adjusted Recurring EBIT<sup>(1)</sup> increased year-on-year by 21.8% to €431.0 million bolstered by the growth in revenues, good execution across the project portfolio despite the challenging environment as well as a lower indirect cost base. The SG&A decreased by 17.4% to €300.7 million for the year ended December 31, 2021 due to a decrease in tendering activity and as a result of the cost reduction initiative launched in 2020 combined with the new Company’s cost structure.
- The operating cash flow benefited from a strong operational performance and has been adjusted for working capital and non recurring items which were not captured in the initial budget. As a result, the financial outcome of €992.7 million has been adjusted to €457 million on a like-for-like basis.

## ESG

- On January 28, 2021, during the Capital Markets Day event, the Management announced its ambition to conduct an in-depth and collaborative exercise in 2021 to define Technip Energies’ Environmental, Social and Governance (“ESG”) roadmap and the associated scorecard that would support Technip Energies ESG strategy. Based on the materiality assessment results, ambitions, targets and key performance indicators have been defined for the coming three years. They were developed based on the output of several dedicated working groups involving the Company’s internal subject-matter experts.
- The ESG Roadmap was issued and validated by the Board of Directors in its Meeting dated March 1, 2022. It is disclosed in section 3.1. Our ESG Roadmap of this Annual Report.
- Gender diversity starts at recruitment, which is why we set out to hire 50% women graduates at entry level. Thanks to the mobilization our managers, People & Culture teams and the appropriate sourcing policies throughout all Technip Energies locations, the Company is proud of having reached this target already this first year. In 2021, 50% of graduates hired were women as part of the young graduate population.

<sup>1</sup>. Adjusted recurring EBIT: adjusted profit before net financial expense and income taxes adjusted for items considered as non-recurring.



## Executive Director's individual performance

The individual performance of the Executive Director has been assessed as follows:

- **Strategic vision and Roadmap:** the Executive Director is driving Technip Energies' ambition to be the leading Technology and Engineering company in the delivery of solutions for a low carbon future. To that effect:
  - a refreshed strategic framework has been established under his direction and guidance,
  - the design of a new organization to support this updated strategy was completed and announced on February 8, 2022,
  - consistent with the strategic framework, the Company entered into several strategic alliances, (notably in the domain of carbon capture) and acquired access to or interest in key technologies,
  - historical core businesses activities were operated for value rather than volume.
- **Key tactical deliverables:** Shareholder returns are fundamental to the Technip Energies investment case. The Executive Director has led Technip Energies to position the Company to deliver on the commitments it made in January 28, 2021, during its first Capital Markets Day, in particular relating to the balanced allocation of capital and the payment of dividends to Shareholders. In this respect:
  - Technip Energies' leadership through innovation in its core technologies continued, notably in LNG, low carbon LNG and ethylene with some significant successes. This is also reflected in new orders which, while exceeding €9 billion, were marked by selectivity and quality,
  - consistent with his ambition for Technip Energies', the Executive Director delivered on the creation of a CTO role and associated organization. The CTO is now a permanent member of Technip Energies' Executive Committee,
  - a Floating Offshore Wind business unit was put in place with the objective of being a solutions and technologies provider rather than a pure EPC contractor,
  - Technip Energies' resilience was supported by the strong financial performance in 2021.
- **Management & corporate culture:** successfully launching Technip Energies while maintaining operational focus and excellence in delivery, in the midst of a prolonged difficult operational environment, has demanded strong focus by the newly composed management team under the Executive Director's leadership. Under the Executive Director's stewardship, Technip Energies was launched with the ambition of delivering a world-class investment case. In this regard the following was achieved:
  - established and maintained strong discipline in particular in the area of selectivity and cost reduction,
  - defined our Culture and confirmed Technip Energies' commitment as to ESG in full alignment with the Company's strategy, Purpose and Values,
  - engaged with our Clients as "T.EN" embodying the new Company and its new brand.

## Long term incentive program

The Long Term Incentive program seeks to align incentives with the long term value creation for Technip Energies as well as with the interests of Shareholders. The Remuneration Policy does this in two ways: an element of Performance related incentives (Performance Stock Units, "PSU") and an element of Restricted stock awards (Restricted Stock Units, "RSU"). The incentives constitute an entitlement to receive shares at the end of a three-year vesting period. Both PSUs and RSUs are subject to no termination of service occurring prior to the end of the three-year vesting period.

Before taking into account the one-time special grant of PSUs described below, the balance of PSUs and RSUs is 70% / 30% for the Executive Director. The maximum performance is set at 275% of the annual base salary which is below the maximum allowed in the Remuneration Policy. The PSUs have a single performance measure: Total Shareholder Returns relative to a Peer Group. The purpose of the PSUs is to promote the success and enhance the value of Technip Energies by linking the individual interest of the Executive Director to the interest of our Shareholders hence providing the Executive Director an incentive to achieve outstanding performance and generate superior returns. The RSUs do not have a performance condition or underpin, however the Compensation Committee can apply discretion should, in their assessment, the performance of the company in the round undermine the award of RSU. The RSUs are designed as a retention tool while reinforcing the long term alignment of the interests of the Executive Director and Shareholders.

The Compensation Committee awarded a special grant of shares to the Executive Director of the company in April 15, 2021 including the Executive Director. The purpose of this additional award was to better align interests and build team cohesiveness at a time when the Company was facing the challenges of establishing itself as an independent company in the midst of the COVID pandemic. The value of the special grant was set at 50% of annual base salary at the date of the grant, and constitutes an entitlement to receive shares in the form of PSUs at the end of two vesting periods as follows: 50% of PSUs are to vest after 18 months from the grant date, and 50% of PSUs are to vest after 30 months from the grant date. The main grant and the special grants are operated under two Long-term incentive programs under the Technip Energies Incentive Award Plan. The performance measure used for the special grant is the same as for the main PSU grant, i.e. Total Shareholder Return over the vesting periods and is subject to no termination of service occurring prior to the end of the vesting periods.

### Total Shareholder Return

The Total Shareholder Return (TSR) is the rate of return of a share over a year, taking into account the payment of a dividend during the period. The dividend is assumed to be reinvested immediately into the share itself at the closing share price of the dividend payment day. The calculated average for Technip Energies over a given period is compared to the calculated average of the TSR peer group.

In advance of the grant date of PSUs, the Compensation Committee reviewed the TSR peer group used for this purpose, considering the focus and activities of Technip

Energies, and finalized on the following peer group for 2021 grants:

European companies	U.S. companies	APAC companies
John Wood Group plc Petrofac Ltd Saipem SpA Technicas Reunidas SA	Fluor Corp KBR Inc	JGC Holdings Corp Worley Ltd

Technip Energies' performance is measured against the corresponding average performance of the panel of its peers. Earned PSUs will be based on the percentile ranking of Technip Energies' TSR against the peer group's results.

The earned PSUs are as follows for the main grant and special grant:

MAIN GRANT					SPECIAL GRANT			
TSR PERFORMANCE – percentile(1)	Below 25% percentile	25% percentile	50% percentile	Above 75% percentile	TSR PERFORMANCE – percentile(1)	Below 25% percentile	25% percentile	Above 50% percentile
Earned PSUs(2) (Return ≥ 0%)	0%	50%	100%	200%	Earned PSUs(2) (Return ≥ 0%)	0%	50%	100%

(1) Interpolated on a straight-line basis between those points.

(2) If absolute TSR is less than 0%, achievement cannot be greater than 100%.

The PSUs which cannot be acquired due to the lack of performance will be forfeited.

The details of the PSUs and RSUs granted in 2021 to the Executive Director are provided below:

Type of grant	Grant date	Nominal value at grant date(1)	Fair value at grant date(2)	Number of granted rights	Vesting period	Performance condition	Continuous service condition
<b>MAIN GRANT</b>							
PSUs	April 15, 2021	€1,732,492	€2,153,512	146,697	3 years	TSR / max payout 200%	Yes
RSUs	April 15, 2021	€742,507	€742,507	62,871	3 years	N/A	Yes
<b>SPECIAL GRANT</b>							
PSUs – 1 <sup>st</sup> tranche	April 15, 2021	€224,992	€185,176	19,051	18 months	TSR / max payout 100%	Yes
PSUs – 2 <sup>nd</sup> tranche	April 15, 2021	€225,004	€188,615	19,052	30 months	TSR / max payout 100%	Yes

(1) Based on the closing share price at the grant date, ie. €11.81.

(2) Costs of performance shares based on accounting standards (IFRS).

As indicated in Technip Energies' Insider Trading Policy, the Executive Director has to comply with a share ownership requirement equivalent to three times his annual base salary which is to be met within five years from his initial appointment date. The share ownership requirement:

- Includes shares owned outright, RSUs, PSUs where the performance period has been completed;
- Excludes unexercised stock options, unvested PSUs, shares eventually held in retirement plans;
- As of date, the shares owned outright by the Executive Director amounts to 12,177 shares.

### Pension and other retirement benefits

As is the case with other Technip Energies senior managers based in France the Executive Director participates in a supplementary French defined contribution plan which

provides for contributions equal to 8% of the gross compensation above four times the annual French social security limit and capped at eight times the annual French social security limit. For 2021, the total amount contributed to the plan was **€12,067**. The Executive Director also participated in the French mandatory pension scheme.

### Benefits and perquisites

The total cost of the benefits provided to the Executive Director for fiscal year 2021 amounted to **€4,459**. These benefits were aligned to the benefits granted to other Technip Energies senior executives in France and included medical, death and disability coverage. The Executive Director is also eligible to a fully expensed company car, effective as of 2022 due to delays with car manufacturer due to the pandemic situation.



## Service agreement

The service agreement of the Executive Director is fully aligned with the Remuneration Policy as described in section 6.2.1.

## Total remuneration cost

The total remuneration cost of the Executive Director for fiscal year 2021 was **€5,440,540**:

Arnaud Pieton	2021
<b>Annual base salary (€)</b>	<b>786,924</b>
Total payout (%)	173.75%
<b>Actual Bonus (€)</b>	<b>1,367,280</b>
Main grant – number of PSUs	146,697
Main grant – number of RSUS	62,871
Special grant – number of PSUs	38,103
<b>Main grant – Total LTI allocation fair value (€)</b>	<b>2,896,018</b>
<b>Special grant – LTI allocation fair value (€)</b>	<b>373,791</b>
<b>Total Direct Compensation (€)</b>	<b>5,424,013</b>
Pension (€)	12,067
Other benefits (€)	4,459
<b>TOTAL REMUNERATION COST (€)</b>	<b>5,440,540</b>

The table below shows the proportion of fixed and variable remuneration as a percentage of the total remuneration cost for the Executive Director, clearly illustrating his total remuneration is mainly at risk.

Proportion of fixed and variable remuneration <sup>(1)</sup>	% of fixed remuneration	% of variable compensation
Chief Executive Officer, Arnaud Pieton	15%	85%

*(1) Fixed remuneration is determined as the sum of annual base salary, pension costs and other benefits. Variable remuneration is determined as the sum of actual annual performance bonus and performance shares based on accounting standards (IFRS).*

## Pay ratio consideration

Technip Energies strives to maintain social consensus within the Group on compensation issues in accordance with the Company's remuneration objectives.

The 2021 pay ratio is 71.

It was calculated by dividing the total remuneration cost of the Executive Director by the average Technip Energies employee payroll cost.

The average Technip Energies employee payroll cost is €76,691. It was calculated considering the wages, salaries and other pension costs for a total amount of €1,195.3 million as disclosed in note 11. Expenses by nature divided by the number of Full Time Equivalent Employees as of December 31, 2021 for a total number of 15,586 as outlined in Note 12. Payroll staff.

This ratio will be taken into consideration in the determination of any adjustments to the Remuneration Policy and particular attention will be paid to its relative evolution over the years to come.

## 6.5.2. NON-EXECUTIVE DIRECTORS REMUNERATION

The compensation for the Non-Executive Directors was approved by Shareholders in February 2021 and is reported below.

### 2021 NON-EXECUTIVE DIRECTORS

Director(1)	Cash Retainer	Chair Fee	Committee Meeting Fees	Total Fees FY2021
Arnaud Caudoux(2)	€0	€0	€0	€0
Pascal Colombani (ESG Chair)	€78,500	€6,978	€10,000	€95,478
Marie-Ange Debon (Audit Chair)	€78,500	€15,700	€8,000	€102,200
Simon Eyers (Audit)	€78,500	€0	€10,000	€88,500
Alison Goligher (Compensation Chair, ESG)	€78,500	€10,903	€20,000	€109,403
Didier Houssin (ESG)	€78,500	€0	€10,000	€88,500
Joseph Rinaldi (Non-Executive Chair, Audit, Compensation)	€78,500	€39,250	€20,000	€137,750
Nello Uccelletti (Compensation)	€78,500	€0	€10,000	€88,500

Director	Grant date	Type of grant	Number of granted rights(3)	Vesting period
Arnaud Caudoux(2)	N/A	N/A	N/A	N/A
Pascal Colombani (ESG Chair)	April 15, 2021	RSU	13,547	1 year
Marie-Ange Debon (Audit Chair)	April 15, 2021	RSU	13,547	1 year
Simon Eyers (Audit)	April 15, 2021	RSU	13,547	1 year
Alison Goligher (Compensation Chair, ESG)	April 15, 2021	RSU	13,547	1 year
Didier Houssin (ESG)	April 15, 2021	RSU	13,547	1 year
Joseph Rinaldi (Non-Executive Chairman, Audit, Compensation)	April 15, 2021	RSU	13,547	1 year
Nello Uccelletti (Compensation)	April 15, 2021	RSU	13,547	1 year

(1) Ms. Colette Cohen attended the December 7, 2021 Board Session as an Observer and received €4,223 in fees.

(2) Mr. Arnaud Caudoux waived his cash and equity remuneration because of the policies of his employer, Bpifrance.

(3) The number of stock units is based on the closing share price at the grant date, ie. €11.81.

## 6.5.3. HISTORICAL LTI GRANTS AND HOLDINGS

In connection with the separation of Technip Energies from TechnipFMC plc, the outstanding rights to receive ordinary shares of TechnipFMC pursuant to Restricted Stock Unit and Performance Stock Unit awards held by the Executive Director as a result of his pre-separation employment with TechnipFMC were converted into RSUs on the same terms and conditions under Technip Energies Long term Incentive programs.

The same principles have been applied to the outstanding options to purchase ordinary shares of TechnipFMC which have been converted into stock options on the same terms and conditions under Technip Energies Long term Incentive programs.

The following elements correspond to the TechnipFMC outstanding rights of the Executive Director at the Spin-off which have been converted into Technip Energies Long Term Incentive programs.

Plan	Grant date	Acquisition date	Negotiability date	Number of granted rights	Number of rights forfeited	Balance of rights	Number of vested and negotiable shares
RSU 2018	02/26/2018	02/26/2021	02/26/2021	6,954	0	-	6,954
RSU 2019	03/08/2019	03/08/2022	03/08/2022	33,166	0	33,166	-
RSU 2020	03/09/2020	03/09/2023	03/09/2023	93,629	0	93,629	-

Plan	Grant date	Tax maturity	Expiration date	Exercise price	Number of options granted	Number of options forfeited	Number of options unvested	Number of options non-exercisable	Number of options exercisable	Number of options exercised	Number of outstanding options
SOP 02/26/2018	02/26/2018	02/26/2021	02/27/2028	37	13,359	0	0	0	13,359	0	13,359
SOP 03/08/2019	03/08/2019	03/08/2022	03/09/2029	26	30,822	0	0	30,822	0	0	30,822

## 6.6. REMUNERATION POLICY CHANGES FOR 2022

### 6.6.1. EXECUTIVE DIRECTOR REMUNERATION

#### Annual base salary

During 2021, the Compensation Committee considered the Peer Group used for the purposes of comparing the compensation of the Executive Director with appropriate peers considering the strategic direction of the Company and its aspired strategic intent. The Committee considered the range of peer group companies which could pose a retention threat to the executives of the Company. This peer group included traditional market competitors as well as companies of global reach in adjacent industries whose existing or emerging strategies were competitive with Technip Energies.

The Peer Group adopted for 2022 is set out in Section 6.6.3. Peer Group below.

The total direct compensation and each element of the direct compensation of the Executive Director were reviewed with a focus on median positioning.

Subsequent to the benchmarking against the Peer group, the Board upon recommendation of the Committee determined to leave the annual base salary for 2022 unchanged at €900,000.

#### Short Term & Long Term Incentive programs

The Board, upon the recommendation of the Compensation Committee, resolved to increase the ESG component weighting across both the Short Term and Long Term Incentive Plans. The rationale for this is to:

- Underpin Technip Energies vision in accelerating energy transition for a better tomorrow;
- Strengthen the alignment with sustainable long-term value creation for our partners and Shareholders;
- Converge to meet the expectations of the society on climate change.

The measures will be based on the ESG Roadmap.

This decision is reflected in the changes introduced for 2022 in both the annual performance bonus and the Long-Term Incentive program.

#### Short Term Incentive-Annual performance bonus

The 2021 annual performance bonus program was reviewed for 2022, and adjustments have been made to the business performance indicators (BPI) to better drive the strategy of the Company and align the Short Term Incentive of the Executive Director with Technip Energies ambition, Values and Purpose.

Accordingly while maintaining the Adjusted Recurring EBIT metric, the following changes have been made:

1. To align annual performance bonus with our business development priorities, the Cash Flow from Operations indicator is being replaced by a growth of revenues generated by the higher margin business of the Technology, Products and Services segment (TPS). The achievement of revenue growth is paired with the achievement of targeted levels of operating margins in the TPS segment. Technip Energies recorded double-digit growth in 2021 as for our TPS segment which resulted from increased activities in our Loading Systems, Process & Technology and Project Management Consulting activities but more importantly from engineering services for early-phase work in each of our four energy transition domains. To maintain momentum, this BPI is introduced with a weighting at 30%.
2. The ESG BPI's weighing is being increased from 15% to 25% to increase emphasis on ESG performance. It comprises a set of four indicators which reflect some of the main ESG priorities:
  - 10%: assessment and action plan to report 100% of our scope 3 in 2022;
  - 5%: HSE – achieve 0 fatality in 2022;
  - 5%: up to 90% of employees having completed an ESG training module explaining our Company's vision on this key topic;
  - 5%: young graduates – 50% female in new graduate intake.

These indicators derived from our ESG scorecard emphasize the importance of embedding our ESG framework and roadmap in our culture and business practices and ensures accountability and transparency of their implementation.

3. The Executive Director Individual Objectives weighting is reduced from 25% to 15% to reinforce the focus on the BPIs delivery and to reinforce the alignment with market practices.

The 2022 performance bonus program will be determined as follows :



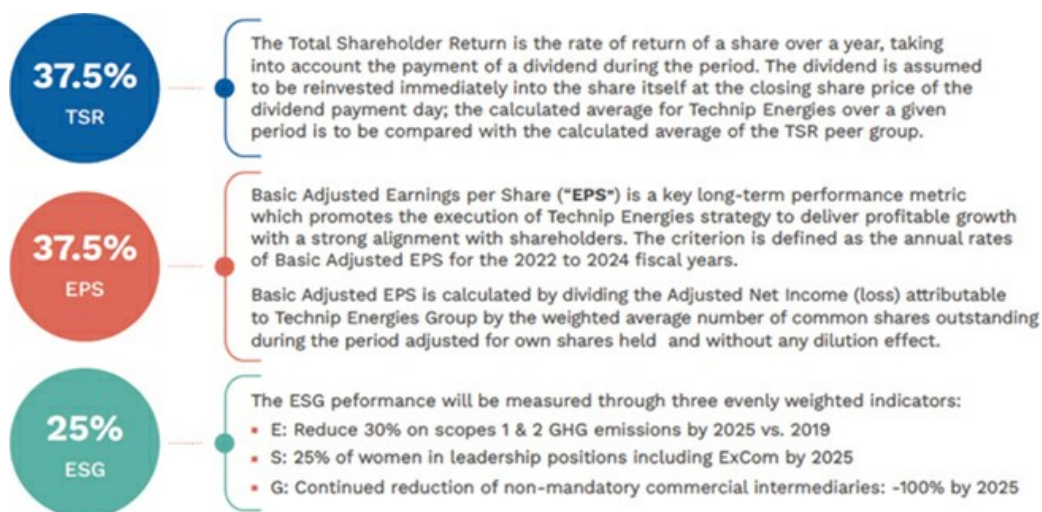
The payout curves whether pertaining to EBIT, TPS revenue growth (which has replaced Cash Flow from Operations), ESG or individual objectives remain unchanged from 2021 with zero payout for performance measured below threshold and a maximum payout of 200% for maximum performance. The interpolation will be linear between these points.

The Compensation Committee has the discretion to amend the level of payment if it is not deemed to reflect appropriately the individual's contribution or the overall business performance. Any adjustments will be detailed in next year's disclosure on remuneration.

#### Long Term Incentive program

The structure of the Executive Director's Long-Term Incentive program (LTI) awards in 2022 remain identical to the structure provided for 2021, with 70% Performance Stock Units (PSUs) and 30% Restricted Stock Units (RSUs). Both

The PSU indicators will consist of the following:



PSUs and RSUs remain subject to continuous service with Technip Energies during the vesting period.

For LTIs to be granted in 2022, the Total Shareholder Return (TSR) performance condition attached to the PSUs will be supplemented with Adjusted Earning Per Share (EPS), and an ESG indicator, comprising three elements. Also the Compensation Committee reviewed the TSR peer group for 2022 grants to reinforce alignment with the Company's strategy and ambition (see section 6.6.3. Peer Group).

The Compensation Committee believes these measures take into account our Shareholders' feedback and will better drive the Company's overall performance, ambition and values and will contribute to long-term value creation for our Shareholders.

This new set of performance conditions reflects also market practice in this area.



The payout curves will be set as follows:

- The TSR curve won't provide any reward for achievement below median and the maximum payout will remain capped at 200%;
- The EPS curve provides 100% payout at target performance with a maximum payout capped at 200%;
- Each ESG KPI will follow a curve capped at 100% at target and maximum performance.

The ESG indicators are part of the ESG Roadmap which lays out Technip Energies' commitments by the end of 2025. The

targets for these measures will be prorated to the end of the 2024 performance year to align with the three year vesting period.

The PSUs success rate will correspond to the result of the weighted average of TSR, EPS and ESG indicators respective performance.

The Compensation Committee has discretion to amend the performance conditions in exceptional circumstances. Any such amendments would be disclosed and explained in next year's disclosure on remuneration.

## 6.6.2. NON-EXECUTIVE DIRECTORS REMUNERATION

The specifics of the Remuneration Policy for 2021 for the Non-Executive Directors had been adopted to preserve continuity with the policy which was prevailing at TechnipFMC at the critical time of the Spin-off and to sustain Non-Executive Director engagement.

Based on a review of relevant market practice among relevant peer groups, the Compensation Committee proposed and the Non-Executives Directors approved, effective from March 1, 2022, modification to the remuneration of Non- Executive Directors to eliminate Restricted Stock Awards and to provide for annual cash remuneration for Non-Executive Directors as provided below.

The Non-Executive Directors Remuneration Policy will be consequently set as follow for 2022:

### NON-EXECUTIVE DIRECTORS WILL BE COMPENSATED IN CASH ONLY ACCORDING TO THE REVISED TABLE BELOW

Chairperson annual retainer	€250,000
Board member annual retainer <sup>(1)</sup>	€90,000
Annual Chair fee	€18,000 for Audit Committee €12,500 for Compensation Committee €12,500 for ESG Committee
Committee meeting fee	€3,000 per Committee meeting
<b>Share ownership requirement<sup>(2)</sup></b>	<b>Five times annual retainer (over 5 years)</b>

The Compensation Committee will retain the discretion to modify the value of compensation, should this be considered appropriate. Where any discretion is exercised, the basis of this exercise will be disclosed in the next Remuneration Report.

Each Non-Executive Director will be reimbursed for reasonable incidental expenses incurred in connection with the attendance of Board and Committee meetings.

(1) Arnaud Caudoux has waived his remuneration because of the policies of his employer, Bpifrance.

(2) The share ownership requirement is enshrined in the Remuneration Policy. This will be brought to Shareholders for review in 2023.





### 6.6.3. PEER GROUP

In connection with the 2022 compensation determinations, the Peer Group used for the purposes of relative TSR evaluation was reviewed and has been updated to better reflect Technip Energies' direct competitors given the Company's evolving business and strategy.

In addition, as outlined in 6.6.1. Executive Director remuneration – Annual base salary paragraph, for the purposes of benchmarking the total direct compensation of the Executive Director for 2022, the Compensation Committee expanded the TSR Peer Group to include additional companies which would be strong competitors for the services of our Executive Director.

These are laid out below:

<b>PEER GROUP</b>		
<b>TSR PEER GROUP</b>		
<b>European companies</b>	<b>U.S. companies</b>	<b>APAC companies</b>
<ul style="list-style-type: none"> <li>■ Aker Solutions ASA</li> <li>■ John Wood Group plc</li> <li>■ Linde plc</li> <li>■ Maire Tecnimont Group</li> <li>■ Saipem SpA</li> <li>■ Tecnicas Reunidas SA</li> </ul>	<ul style="list-style-type: none"> <li>■ Fluor Corp.</li> </ul>	<ul style="list-style-type: none"> <li>■ Chiyoda Corporation</li> <li>■ JGC Holdings Corp.</li> <li>■ Worley Ltd</li> </ul>
<b>ADDITIONAL PEER COMPANIES</b>		
<b>European companies</b>	<b>U.S. companies</b>	
<ul style="list-style-type: none"> <li>■ Aker Carbon Capture ASA</li> <li>■ Petrofac Ltd</li> <li>■ Siemens Energy Global GmbH &amp; Co. KG</li> <li>■ SBM Offshore N.V.</li> <li>■ Schlumberger N.V.</li> <li>■ Subsea 7 SA</li> <li>■ TechnipFMC plc</li> </ul>	<ul style="list-style-type: none"> <li>■ AECOM</li> <li>■ Baker Hughes CO</li> <li>■ KBR Inc.</li> </ul>	





# 7 Employees and other matters

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## 7.1. EMPLOYEE AND SOCIAL MATTERS

### 7.1.1. WORKFORCE OVERVIEW

The table below provides an overview of the total number of permanent employees of the Company as at years ended December 31, 2020 and 2021, subdivided by geographical areas.

Geographical areas	December 31, 2021	December 31, 2020
Americas	1,343	1,504
Asia-Pacific	2,228	2,320
Europe	7,186	6,487
India	2,770	2,640
Middle-East/Africa	2,059	1,706
<b>TOTAL</b>	<b>15,586 (1)</b>	<b>14,657</b>

(1) Our payroll workforce as of December 31, 2021, is composed of 27% women and 73% men and represented 108 nationalities. Our workforce is multi-generational and has more than ten years tenure with the Company or its predecessors.

Technip Energies plans to increase its workforce by hiring approximately 1,500 new recruits in 2022.

In 2021, an average of 344 employees were employed by Technip Energies in the Netherlands. Over the same period, an average of 14,677 employees were employed outside of the Netherlands.

The breakdown below shows the number of employees in corporate functions, in main operating centers (where we carry out engineering studies as well as R&D) and in other centers supporting operations (e.g. temporary offices in support of a project, commercial offices).

2021 Average number of employees	In the Netherlands	Outside the Netherlands
Corporate	8	746
Operating Centers	336	10,919
Other centers supporting operations	0	3,010
<b>TOTAL</b>	<b>344</b>	<b>14,677</b>

### 7.1.2. PEOPLE DEVELOPMENT OVERVIEW

#### 7.1.2.1. Engaging with future employees

In 2021 we have actively sought to address tensions in the recruiting market by engaging in active partnerships with several engineering universities. As part of these partnerships we have sought to raise our profile with future engineers by providing undergraduate internship opportunities and offering first job enrollment. Local graduate programs and internships are some of the concrete measures also taken in 2021 by the Company. We have also been engaging younger generations in high schools by promoting regular STEM initiatives to inspire and guide girls and boys in their educational orientation.

The importance of maintaining a reputation of employer of choice was also reflected in our new onboarding program created in 2021, which provides an agile learning path and system to introduce Technip Energies' mission, organization, strategy, its culture and global references for an accelerated integration within the workplace. Technip Energies Global Onboarding Curriculum was developed for the Company to support new hires in the first 12 weeks of onboarding. A Welcome Guide fully digital curriculum and playlists help new hires better understand our Company, its culture and methods. "Getting Started at Technip Energies" orientates new hires to essential learning; "How We Do Things" provides learning on key systems and practices and "Helping you Settle In" focuses on developing skills for success.

#### 7.1.2.2. Internationalizing our expert pool to ensure strong Knowledge Management



The Knowledge Management (KM) Center Of Experience defines and delivers KM solutions and support to improve our core business capabilities. **Together we are smarter.**

We employ people based on relevant qualifications, demonstrated skills, performance and other job-related factors. Consequently, the retention of key knowledge and skills among employees is a major identified risk. To mitigate this risk, Technip Energies is developing several initiatives such as Knowledge Management technologies and solution designs, and has deployed its new global Technical Expertise Program to recognize technical experts from all over the world who have demonstrated outstanding expertise in a technical field. It advances Technip Energies' technical leadership by advising, innovating, enhancing operations, sharing knowledge, and inspiring others – within the Company and across the industry.



In 2021, a first nomination phase has been deployed across the organization to enlarge the current pool of experts and help make their contribution and expertise available to the entire organization.

### 7.1.2.3. Training digitalization

Aligning the current skills of our workforce with changing market needs is an ongoing process of developing and motivating qualified, skilled employees to better serve the needs of our business' expansion. Consequently in 2021 we changed our style of training to favor self-driven, digital and global methods of individual development. It results in a revised leadership model available to all employees and is at the heart of our people development strategy. Several successful learning and development programs have been deployed for managerial and Project Management populations. To develop our Project Management teams, we have introduced learning programs at operational and advanced level. Project Management Essentials brings core personal and business skills to our project teams. Over 450 employees from a range of core and associated roles have participated by the end of 2021, identifying their needs through self-assessment, defining a personal action plan and following self-selected learning with the support of their manager. In the first year of our flagship Project Excellence Program over 150 Project Managers participated to further develop our project leadership approach with focus on high performing project teams, commercial leadership and stakeholder relationship management.

A blended 12-week program, facilitated by subject matter experts, comprises virtual workshops, self-directed learning and multi-location team-based projects. This is a multi-year program which will be extended to the remainder of the Project Manager population.

## 7.1.3. DIVERSITY AND INCLUSION IN ACTION



We are committed to continuously promoting a culture of fair representation, inclusion and well-being. We do not tolerate unlawful discrimination related to employment, and our Code of Business Conduct requires that employment decisions related to recruitment, selection, evaluation, compensation, and development, among other matters, are not influenced by race, color, religion, gender, age, ethnic origin, nationality, sexual orientation, marital status, or disability. We also ensure that our suppliers, customers, and business partners are aware of our goal of creating a diverse and tolerant workforce.

We are committed to creating a trusting environment where all ideas are welcomed and employees feel comfortable and empowered to draw on their unique experiences and backgrounds. In 2021, our Executive Committee has delivered Technip Energies' Inclusion Statement and its four gold standards guiding everyday employee actions and interactions in order to advance an inclusive culture.

Developing confidence and competence in our new managers to Engage People and Drive Results is a key priority for us. The First Time Manager program supports all new managers, whether promoted or hired, to make the transition from individual contributor to people manager. A 12-month program of activities comprising self-assessment; developing planning; monthly magazines; learning playlists and professional coaching is delivered in a fully virtual format to bring flexibility and learning accessibility.

### 7.1.2.4. Continuous dialogue

The Company is committed to having a continuous and open dialogue with our employees and staff representatives. In 2021, the Company has been engaged in setting up an European work council for its offices located in Europe. A significant number of our employees are already represented by unions or works councils across the globe.

### 7.1.2.5. Compensation policy: keeping a competitive approach

Our compensation and benefits strategy is designed to be competitive in each market we participate in, to motivate our employees to achieve and exceed our short-term and long-term objectives, and to align the interests of our employees with the interests of our Shareholders. The Company's pay for performance philosophy, supported by a robust performance management practice, strives to set our employees' total remuneration package at a competitive level by benchmarking to the market and providing incentives geared to agreed performance outcome, where appropriate. We want our managers, and as many of our employees as possible, to have short-term incentives driven by individual, team and Group performance. We provide long-term incentives to high potential and highly valued employees, driven by long-term Company performance. We believe our long-term success is directly linked to the caliber of the employees we employ and the working environment that we create. See also section 5.3.3. Employee share schemes.

This has been further supported by the launch of Inclusion in Action, our response to promoting an inclusive and caring environment. The campaign in 2021 aimed to lay down individual and collective foundations for inclusion in a diverse and global environment and to recognize and act on unhelpful biases that may be present in ways of working. More than 94% of our employees have completed our Inclusion in Action course.

The focus on gender diversity has also been a priority since Technip Energies' first day. We are working to increase gender parity and maintain gender pay equity. As such we have worked to improve gender balance in 2021 with a focus on increasing the representation of women hired as new college graduates. At the end of 2021 50% of our hiring graduate intake consisted of women.

## Our Inclusion statement

*At Technip Energies, it's important to nurture a culture that encourages transparency and collaboration to the benefit of our people and our business.*

*To do this, we want to promote an inclusive and caring environment that encourages our people to perform, innovate and grow. In this way, we leverage our diversity for a stronger and more successful Technip Energies.*

## Our 4 gold standards



we challenge our biases and embrace diversity of thought.



no one has all the knowledge and solutions, collectively we do.



we foster a caring environment where people are respected, comfortable to share and be heard.



we promote active listening for effective decision and action.



We foster and encourage participation in employee resource groups, group of employees who choose to volunteer to advocate and contribute to Diversity and Inclusion agenda. We encourage our employees to participate in the promotion of Science, Technology, Engineering, and Math (or “STEM”) disciplines which may in turn contribute to attracting more individuals into the energy industry. We are also committed to monitoring the representation of women in our succession planning for senior leadership roles, critical pool of talents as well as all learning development programs.

Technip Energies participated in 2021 in several international days the aim of which was raising global awareness to disparities and challenges that may be faced by groups that are under-represented in the workplace and which have lead us to organize local events celebrating the unique benefits of a diverse workforce.

### Main Kpis

2021

#### NUMBER OF EMPLOYEES INVOLVED IN D&I LEARNINGS

% employees completing Inclusive in Action learning activities

94%

% women employed on total payroll

27%

% women hiring into graduate intake

50%



#### 7.1.4. EMPLOYEE WELL-BEING AND MENTAL HEALTH

The well-being and physical and mental health of our employees is essential for implementing key strategies or transactions. As part of its response to the COVID-19 pandemic, Technip Energies has issued a global Standard on Smart working and has regularly communicated through various channels on well-being and mental health with our employees. This has been further supported by Technip Energies business units which have focused on the well-being and satisfaction of our employees. For example, we signed several remote work agreements, conducted employee surveys and carried out mental health and well-being awareness activities. In addition to base and incentive compensation, the Company also provides health, welfare and retirement/pension benefits that are market-competitive based on location.

We also provide our employees with work life balance programs such as flexible work schedules, remote working and parental leave programs. We provide our employees with access to wellness and mental health professionals through our employee assistance program.

In response to the COVID-19 pandemic, we have taken additional measures to support employees, partners and visitors to our worksites, whether offices, sites or yards. We have continued to put in place remote work policies for our employees, encouraged online meetings, restricted international and domestic travel and advised employees to work remotely where possible. In line with relevant government policies and guidelines in our operating areas, we continue to update travel advice as appropriate. Furthermore, as additional prudent precautions, we are taking direct actions to protect employee health and safety by communicating regularly with our global teams and providing health alerts and prevention tips from the World Health Organization and other governmental and regulatory authorities.

#### 7.1.5. SUPPORT TO LOCAL COMMUNITIES

Technip Energies recognizes the responsibility of supporting communities as one of our priorities and the importance of being responsible citizens by promoting social and economic self-sustainability. We are all committed to creating a better world for the communities where we live and work.

Thus, Technip Energies supports its employees who are willing to lend their voluntary support to community development programs and sponsor local communities' initiatives focused on Science, Technology, Engineering and Mathematics (STEM) education, health, environment, and inclusion.

In 2021, we developed 159 initiatives engaging around 2,400 employees in 14,360 volunteering hours. Our initiatives benefited more than 100,000 people from local communities in 21 countries where we operate, including Colombia, Egypt, France, India, Italy, Malaysia, Mozambique, Spain, the United Arab Emirates and the USA.

##### Focus on STEM

STEM topics – Science, Technology, Engineering, and Math – are part of our daily work at Technip Energies. We believe that through our capabilities and expertise we can help to empower and motivate young unprivileged students and girls to have equal opportunities and become future leaders in these fields.

For many years, Technip Energies has been supporting schools and students through scholarships, mentoring, donation of educational materials and equipment, promotion of events, knowledge transfer, and other STEM-oriented activities.

In 2021, through more than 30 initiatives, more than 5,000 students in 10 countries benefited from initiatives such as our Shine Program in Malaysia that provides study funds, internship experiences, career opportunities, adoption of schools in under-served communities, and rewards employees children for best performance in the National Examination. In ten countries where we operate, our employees also volunteer to inspire young students to follow STEM careers and we support organizations focusing especially on education, STEM, diversity and inclusion.



## 7.2. COMPLIANCE INVESTIGATIONS

In late 2016, TechnipFMC was contacted by the United States Department of Justice (“DOJ”) regarding its investigation of offshore platform projects awarded between 2003 and 2007, performed in Brazil by a joint venture company in which TechnipFMC was a minority participant. TechnipFMC has also raised with the DOJ certain other projects performed by TechnipFMC subsidiaries in Brazil between 2002 and 2013. The DOJ has also inquired about projects in Ghana and Equatorial Guinea that were awarded to TechnipFMC subsidiaries in 2008 and 2009, respectively. TechnipFMC cooperated with the DOJ in its investigation into the potential violations of the Foreign Corrupt Practices Act (“FCPA”) in connection with these projects, and contacted and cooperated with the Brazilian authorities (the Federal Prosecution Service (“MPF”), the Comptroller General of Brazil (“CGU”) and the Attorney General of Brazil (“AGU”)) with their investigation concerning the projects in Brazil. Technip Energies is subject to an ongoing investigation by the French *Parquet National Financier* (“PNF”) related to the above referenced projects in Equatorial Guinea and Ghana. In addition, Technip Energies was recently informed by the PNF that the PNF was reviewing historical projects in Angola.

On June 25, 2019, TechnipFMC announced a global resolution to pay a total of \$301.3 million to the DOJ, the MPF, and the CGU/AGU to resolve these anti-corruption investigations, of which \$281.3 million related to Technip Energies’ business. As part of this resolution, TechnipFMC entered into a three-year deferred prosecution agreement with the DOJ related to charges of conspiracy to violate the FCPA related to conduct in Brazil and other matters (the “DPA”). In addition, Technip USA, Inc (renamed since Technip Energies USA, Inc.), a U.S. subsidiary, pled guilty to one count of conspiracy to violate the FCPA related to conduct in Brazil.

As part of the Spin-off arrangements and pursuant to the terms of the Separation and Distribution Agreement, Technip Energies has had to assume certain obligations and liabilities arising out of the DPA. TechnipFMC and Technip Energies were not required to have a compliance monitor in place but were required to provide annual reports on their anti-corruption programs to authorities during the DPA’s three year term which is set to expire in June of 2022.

To date, the investigation by the PNF has related to the historical projects in Equatorial Guinea and Ghana (with the PNF now having informed Technip Energies that the PNF was reviewing projects in Angola) and has not reached resolution. Technip Energies and TechnipFMC are cooperating and Technip Energies remains committed to finding a resolution with the PNF.

There is no certainty that a settlement with PNF will be reached. The PNF has a broad range of potential sanctions under anticorruption laws and regulations that it may seek to impose in appropriate circumstances including, but not limited to, fines, penalties, and modifications to business practices and compliance programs. Any of these measures, if applicable to the Company, as well as potential customer reaction to such measures, could have a material adverse impact on its financial position or profitability. The financial consequences of these investigations are to be retained by TechnipFMC by way of an indemnity provided by TechnipFMC to the Company under the Separation and Distribution Agreement. If the Company cannot reach a resolution with the PNF, it could be subject to criminal proceedings in France, the outcome of which cannot be predicted. The financial consequences of this investigation are to be retained by TechnipFMC by way of an indemnity provided by TechnipFMC to the Company under the Separation and Distribution Agreement.

In addition, the Company is involved in various pending or potential legal actions or disputes in the ordinary course of business. Management is unable to predict the ultimate outcome of these actions because of their inherent uncertainty. However, management believes that the most probable, ultimate resolution of these matters will not have a material adverse effect on the Company’s financial position or profitability.





# 8 Board Members responsibility statement

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## MANAGEMENT REPORT

Chapters 2. Value creation, businesses and financial performance, 3. Sustainability, 4. Risk and Risk Management, 5. Corporate Governance, relevant parts of chapter 6. Remuneration (overview, sections 6.1. Remuneration at a glance, 6.2. Remuneration policy, 6.3. Limitation on Liability and Indemnification Matters, 6.4. Other arrangements, 6.5. Application of the Remuneration policy in 2021) and chapter 7. Employees and other matters

## CEO STATEMENT

The undersigned, Arnaud Pieton, in my capacity as Chief Executive Officer of Technip Energies hereby declares that:

“I am responsible for the design of the risk management and internal controls within Technip Energies. I am aware of risks Technip Energies can be confronted with. A broad range of processes and procedures have been implemented to provide control by management over Technip Energies’ operations including internal risk management and control systems to identify and manage risks. I have reviewed the effectiveness of Technip Energies’ internal risk management and control systems, in the form of reports of internal audit on reviews performed throughout the year, various assessments performed throughout the Company, including risk assessment by our corporate Treasury, Financing & Risk department and reports of Technip Energies’ internal control function which monitors compliance with our procedures and updates these including to address the emergence of new risks.

All these processes and procedures are aimed at providing a reasonable level of assurance that we have identified and managed Technip Energies’ significant risks, and that we meet our operational and financial objectives in compliance with applicable laws and regulations. For a detailed description of Technip Energies’ internal risk management framework and the principal risks please refer to the chapter 4. Risk Management and Risk.

form the Management Report of Technip Energies N.V. within the meaning of section 2:391 of the Dutch Civil Code.

Chapter 1 also provides a review of key developments during the 2021 financial year. These chapters provide information on the business outlook, investments, financing, personnel and research and development of Technip Energies N.V. and its Group.

Such internal risk management and control systems can never provide absolute assurance as to the realization of operational and strategic business objectives, nor can they prevent all misstatements, inaccuracies, errors, fraud and noncompliance with legislation, rules and regulations. These systems do not provide certainty that Technip Energies will achieve its objectives.

Based on the above and to the best of my knowledge I am of the opinion that the Management Report:

- Provides sufficient insights into any deficiencies in the effectiveness of the internal risk management and control systems;
- The aforementioned systems provide reasonable assurance that Technip Energies’ financial reporting does not contain any material errors;
- Based on the current state of affairs, I am justified in stating that the financial reporting is prepared on a going concern basis; and
- The report states those material risks and uncertainties that are relevant to the expectation regarding Technip Energies’ continuity for the period of twelve months after the preparation of the Management Report.

I have discussed the above opinion and conclusions with the Audit Committee, the Board and the external auditors.”

**Arnaud Pieton, Chief Executive Officer**

**Paris, France**

**March 18, 2022**



## FINANCIAL STATEMENTS

The undersigned Board members of Technip Energies N.V. being the persons responsible for the accounts of Technip Energies N.V. hereby declare that, to the best of our knowledge:

- The Technip Energies' Group and Company financial statements prepared in accordance with the applicable accounting standards give a true and fair view of the assets, liabilities, financial position and profit or loss of Technip Energies N.V. (and of the Technip Energies Group as a whole) and the Management Report included in this Annual Report provides a fair review of the state of affairs at December 31, 2021, of the development and performance during 2021 of Technip Energies N.V. (and of the Technip Energies Group as a whole) and a description of the principal risks that it faces.

**Joseph Rinaldi, Arnaud Pieton, Arnaud Caudoux,  
Pascal Colombani, Marie-Ange Debon,  
Simon Evers, Alison Goligher,  
Didier Houssin, Nello Uccelletti**

**Paris, France  
March 18, 2022**



# 9 Annual Accounts

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## 9.1. CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2021

### 9.1.1 CONSOLIDATED STATEMENT OF INCOME

(In millions of €)	Note	Year Ended		
		2021	2020	2019
<b>Revenue</b>	4	6,433.7	5,748.5	5,768.7
<b>Costs and expenses</b>				
Cost of sales	11	(5,521.4)	(4,734.4)	(4,518.0)
Selling, general and administrative expense	11	(300.7)	(364.2)	(406.9)
Research and development expense	11	(38.6)	(38.1)	(42.0)
Impairment, restructuring and other (expense) income	5, 11	(32.0)	(96.3)	(92.8)
Other income (expense), net	6, 11	15.0	(1.9)	(38.7)
<b>Operating profit (loss)</b>		556.0	513.6	670.3
Share of profit (loss) of equity-accounted investees	9	33.1	4.0	2.9
<b>Profit (loss) before financial expense, net and income tax</b>		589.1	517.6	673.2
Financial income	10	16.6	24.8	65.2
Financial expense	10	(218.4)	(208.9)	(400.0)
<b>Profit (loss) before income tax</b>		387.3	333.5	338.4
Income tax (expense)/profit	13	(126.7)	(113.4)	(185.2)
<b>Net profit (loss)</b>		260.6	220.1	153.2
Net (profit) loss attributable to non-controlling interests		(16.0)	(13.3)	(6.9)
<b>NET PROFIT (LOSS) ATTRIBUTABLE TO TECHNIP ENERGIES GROUP</b>		244.6	206.8	146.3

#### EARNINGS (LOSS) PER SHARE ATTRIBUTABLE TO TECHNIP ENERGIES (1)

Basic	7	€	1.37	€	1.15	€	0.81
Diluted	7	€	1.36	€	1.15	€	0.81

(1) For December 31, 2021, basic earnings per share has been calculated using the weighted average number of outstanding shares of 178,573,624 and diluted earnings per share has been calculated using the weighted average number of 180,328,838. For December 31, 2020 and 2019, earnings per share has been calculated using 179,813,880, shares which was the number of shares outstanding on February 16, 2021, the day on which 50.1% of the shares of the Group were distributed to the shareholders of TechnipFMC. The Group was previously wholly owned by TechnipFMC.

The accompanying notes are an integral part of the combined financial statements.

## 9.1.2. CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

(In millions of €)	Year Ended		
	2021	2020	2019
<b>Net profit (loss)</b>	<b>260.6</b>	<b>220.1</b>	<b>153.2</b>
Foreign currency translation differences	55.7	(147.3)	(43.1)
Cash-flow hedge	(14.9)	18.9	(6.3)
Income tax effect	1.8	(2.4)	(3.0)
<b>Other comprehensive income (loss) to be reclassified to statement of income in subsequent years</b>	<b>42.6</b>	<b>(130.8)</b>	<b>(52.4)</b>
Actuarial gains (losses) on defined benefit plans	4.9	(1.3)	(8.8)
Income tax effect	(1.3)	1.0	2.8
<b>Other comprehensive income (loss) not being reclassified to statement of income in subsequent years</b>	<b>3.6</b>	<b>(0.3)</b>	<b>(6.0)</b>
Other comprehensive income (loss), net of tax	46.2	(131.1)	(58.4)
<b>Comprehensive income (loss)</b>	<b>306.8</b>	<b>89.0</b>	<b>94.8</b>
Comprehensive (income) loss attributable to non-controlling interest	(18.7)	(11.9)	(7.8)
<b>COMPREHENSIVE INCOME (LOSS) ATTRIBUTABLE TO TECHNIP ENERGIES GROUP</b>	<b>288.1</b>	<b>77.1</b>	<b>87.0</b>

The accompanying notes are an integral part of the combined financial statements.

9.1.3. Consolidated statement of financial position

(In millions of €)	Note	December 31,	
		2021	2020
<b>ASSETS</b>			
Goodwill	14	2,074.4	2,047.8
Intangible assets, net	14	97.8	105.8
Property, plant and equipment, net	15	114.6	95.5
Right-of-use assets	16	251.9	184.5
Equity accounted investees	9	75.4	39.8
Deferred income taxes	13	178.0	150.8
Other non-current financial assets	17	66.2	65.7
<b>Total non-current assets</b>		<b>2,858.3</b>	<b>2,689.9</b>
Trade receivables, net	18	1,038.4	1,059.1
Contract assets	4, 18	331.8	271.8
Income taxes receivable		55.5	69.5
Advances paid to suppliers		154.5	87.5
Due from TechnipFMC	27	—	121.8
Other current assets	17	302.2	384.6
Cash and cash equivalents	19	3,638.6	3,189.7
<b>Total current assets</b>		<b>5,521.0</b>	<b>5,184.0</b>
<b>TOTAL ASSETS</b>		<b>8,379.3</b>	<b>7,873.9</b>
<b>EQUITY AND LIABILITIES</b>			
Issued capital		1.8	—
Additional paid-in capital		941.6	—
Treasury shares		(22.5)	—
Invested equity and retained earnings		655.1	1,993.9
Accumulated other comprehensive income (loss)		(99.8)	(184.1)
<b>Equity attributable to Technip Energies Group</b>		<b>1,476.2</b>	<b>1,809.8</b>
Non-controlling interests		30.2	16.0
<b>Total equity</b>	<b>23</b>	<b>1,506.4</b>	<b>1,825.8</b>
Long-term debt, less current portion	22	594.1	—
Lease liability – non-current	16, 22	236.9	202.3
Deferred income taxes – liabilities	13	13.0	24.0
Accrued pension and other post-retirement benefits, less current portion	24	127.7	124.2
Non-current provisions	25	60.7	26.1
Other non-current financial liabilities	20	64.2	117.4
<b>Total non-current liabilities</b>		<b>1,096.6</b>	<b>494.0</b>
Short-term debt	22	89.2	402.4
Lease liability – current	16, 22	68.9	42.0
Accounts payable, trade	21	1,497.1	1,259.4
Contract liabilities	4	3,206.5	3,025.4
Accrued payroll		232.3	189.1
Income taxes payable		80.8	35.8
Current provisions	25	90.5	120.6
Due to TechnipFMC	27	—	77.2
Other current liabilities	20	511.0	402.2
<b>Total current liabilities</b>		<b>5,776.3</b>	<b>5,554.1</b>
<b>Total liabilities</b>		<b>6,872.9</b>	<b>6,048.1</b>
<b>TOTAL EQUITY AND LIABILITIES</b>		<b>8,379.3</b>	<b>7,873.9</b>



9.1.4. CONSOLIDATED STATEMENT OF CASH FLOWS

(In millions of €)	Note	Year Ended		
		2020	2019	2018
<b>CASH PROVIDED (REQUIRED) BY OPERATING ACTIVITIES</b>				
Net profit (loss)		260.6	220.1	153.2
<b>Adjustments to reconcile net profit to cash provided (required) by operating activities</b>				
Depreciation and amortization	11	116.9	121.4	134.9
Corporate allocation <sup>(1)</sup>		—	381.2	322.8
Employee benefit plan and share-based compensation	8, 25	29.9	9.7	13.1
Tax expense	13	126.7	113.4	185.2
Net finance costs	10	201.8	184.1	334.8
Impairments		0.1	9.0	3.4
Share of profit (loss) of equity-accounted investees, net of dividends received	9	(33.1)	0.1	0.1
Other		(34.1)	(16.7)	(2.3)
Income tax paid		(116.3)	(78.7)	(218.0)
Interest paid		(10.7)	(9.6)	(16.0)
<b>Changes in operating assets and liabilities</b>				
Trade receivables, net	18	147.3	(136.8)	222.5
Contract assets	4	(72.4)	63.0	(130.8)
Inventories, net		0.1	(4.0)	3.3
Accounts payable, trade	21	118.4	223.1	73.4
Contract liabilities	4	150.9	(4.2)	152.0
Trade receivables due from TechnipFMC	27	—	(102.0)	(47.6)
Other current assets and liabilities, net	17, 20	60.5	(133.3)	(262.2)
<b>Change in working capital</b>		<b>404.8</b>	<b>(94.2)</b>	<b>10.6</b>
Other non-current assets and liabilities, net	17, 20	(12.2)	(3.0)	84.6
<b>Cash provided by operating activities</b>		<b>934.4</b>	<b>836.8</b>	<b>1,006.4</b>
<b>CASH PROVIDED (REQUIRED) BY INVESTING ACTIVITIES</b>				
Capital expenditures		(49.6)	(31.3)	(37.2)
Acquisition costs of subsidiary, net of cash acquired	2	(2.0)	—	—
Proceeds from sale of assets		0.2	0.4	0.4
Other financial assets		(1.6)	(21.1)	—
<b>Cash required by investing activities</b>		<b>(53.0)</b>	<b>(52.0)</b>	<b>(36.8)</b>
<b>CASH PROVIDED (REQUIRED) BY FINANCING ACTIVITIES</b>				
Net increase (repayment) in long-term and short-term debt	22	588.0	6.5	—
Net decrease in commercial paper	22	(313.0)	(187.0)	(50.0)
Purchase of treasury stock	23	(20.0)	—	—
Liquidity contract	23	(9.0)	—	—
Dividends paid to Shareholders		—	(0.5)	—
Settlements of mandatorily redeemable financial liability	20	(256.0)	(196.7)	(502.7)
Payments for the principal portion of lease liabilities		(70.4)	(105.3)	(117.3)
Net proceeds from (repayment of) loans from TechnipFMC		54.7	(56.5)	(37.8)
Net (distributions to) / contributions from TechnipFMC		(532.9)	(775.9)	(412.9)
<b>Cash provided (required) by financing activities</b>		<b>(558.6)</b>	<b>(1,315.4)</b>	<b>(1,120.7)</b>
Effect of changes in foreign exchange rates on cash and cash equivalents		126.1	156.7	45.1
<b>(Decrease) Increase in cash and cash equivalents</b>		<b>448.9</b>	<b>(373.9)</b>	<b>(106.0)</b>
<b>Cash and cash equivalents, beginning of period</b>		<b>3,189.7</b>	<b>3,563.6</b>	<b>3,669.6</b>
<b>CASH AND CASH EQUIVALENTS, END OF PERIOD</b>		<b>3,638.6</b>	<b>3,189.7</b>	<b>3,563.6</b>

(1) Corporate allocation related to general and administrative expenses included in the combined financial statements may not be indicative of the actual expense that would have been incurred if the Group had operated as an independent company for the years ended 2020 and 2019.

The accompanying notes are an integral part of the combined financial statements.

9.1.5. CONSOLIDATED STATEMENT OF CHANGES IN EQUITY

(In millions of €)	Invested equity and retained earnings	Accumulated other comprehensive income (loss)	Non-controlling interests	Total equity
<b>Balance as of December 31, 2018</b>	1,719.1	(3.3)	2.9	1,718.7
Cumulative effect of initial application of IFRS 16	(2.3)	—	—	(2.3)
Net profit (loss)	146.3	—	6.9	153.2
Other comprehensive income (loss)	—	(59.3)	0.9	(58.4)
Net (distributions to) / contributions from TechnipFMC	(6.1)	—	(21.0)	(27.1)
Other	—	—	0.4	0.4
<b>Balance as of December 31, 2019</b>	1,857.0	(62.6)	(10.0)	1,784.4
Net profit (loss)	206.8	—	13.3	220.1
Other comprehensive income (loss)	—	(129.7)	(1.4)	(131.1)
Net (distributions to) / contributions from TechnipFMC	(69.9)	8.2	16.1	(45.6)
Other	—	—	(2.0)	(2.0)
<b>BALANCE AS OF DECEMBER 31, 2020</b>	1,993.9	(184.1)	16.0	1,825.8

(In millions of €)	Issued capital	Additional paid-in capital	Treasury shares	Invested equity and retained earnings	Accumulated other comprehensive income (loss)	Equity attributable to Technip Energies	Non-controlling interests	Total equity
<b>Balance as of December 31, 2020</b>	—	—	—	1,993.9	(184.1)	1,809.8	16.0	1,825.8
Net profit (loss)	—	—	—	244.6	—	244.6	16.0	260.6
Other comprehensive income (loss)	—	—	—	—	43.5	43.5	2.7	46.2
Net (distributions to) / contributions from TechnipFMC	1.8	941.6	—	(1,599.6)	40.8	(615.4)	(3.8)	(619.2)
Share-based compensation	—	—	—	29.1	—	29.1	—	29.1
Treasury shares	—	—	(22.5)	—	—	(22.5)	—	(22.5)
Other	—	—	—	(12.9)	—	(12.9)	(0.7)	(13.6)
<b>BALANCE AS OF DECEMBER 31, 2021</b>	1.8	941.6	(22.5)	655.1	(99.8)	1,476.2	30.2	1,506.4

The accompanying notes are an integral part of the combined financial statements.

## 9.1.6. NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The accompanying notes are an integral part of the consolidated financial statements.

As used herein, “Technip Energies Group”, “Technip Energies”, “the Group” or “the Company” refers to Technip Energies N.V. and all the companies included in the scope of consolidation. “Technip Energies N.V.” refers only to the parent company of the Group.

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## Note 1. Accounting principles

### 1.1 Background

Technip Energies was incorporated as a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) on October 16, 2019, as a direct wholly owned subsidiary of TechnipFMC. Technip Energies was converted into a public limited liability company (naamloze vennootschap) incorporated and operating under the laws of the Netherlands on January 31, 2021, and together with its subsidiaries is referred to as “the Company”.

The legal and commercial name of Technip Energies is Technip Energies N.V. Technip Energies has its seat (statutaire zetel) in Amsterdam, the Netherlands and its principal place of business is at 2126, boulevard de la Défense, CS 10266, 92741 Nanterre Cedex, France (RCS Nanterre 879 464 584).

TechnipFMC’s entire Onshore/Offshore business segment (including Genesis), Loading Systems and Cybernetix, were contributed to Technip Energies on January 31, 2021. On February 16, 2021, TechnipFMC distributed by way of a special dividend 50.1% of Technip Energies N.V. shares (the “shares”), held by TechnipFMC to the shareholders of TechnipFMC, with TechnipFMC retaining 49.9% of Technip Energies’ shares (the “Spin-off”).

Technip Energies has prepared consolidated financial statements in accordance with International Financial Reporting Standards (“IFRS”) as issued by the International Accounting Standards Board (“IASB”) and adopted by the European Union (“EU”) pursuant to Regulation (EC) No 1606/2002 for the full financial year 2021. These financial statements include comparative information (for the years 2020 and 2019) from Technip Energies’ Combined financial statements. Information for these periods constitute the Technip Energies Group’s consolidated financial statements as of December 31, 2021.

The historical financial information in Technip Energies’ combined financial statements represents the Technip Energies business under the control of TechnipFMC and provides general purpose historical financial information of those entities and business activities that are part of Technip Energies.

### 1.2 Business description

As one of the largest engineering and technology (“E&T”) companies by revenue, the Technip Energies Group offers what it characterizes as a full range of design and project development services to its customers spanning the downstream value chain, from early engagement technical consulting through final acceptance testing. The Group’s core purpose is to combine its E&T capabilities to bring forth new energy solutions and provide applications for the world’s energy transition.

The Group’s business focuses on the study, engineering, procurement, construction, and project management of the entire range of onshore and offshore facilities related to gas monetization, ethylene, hydrogen, refining, and chemical processing from biofuels and hydrocarbons. Technip Energies conducts large-scale, complex, and challenging projects often in environments with extreme climatic conditions. The Group relies on early engagement and front-end design as well as technological know-how for process design and engineering, either through the integration of technologies from its own proprietary technologies or through alliance partners. Technip Energies seeks to integrate and develop advanced technologies and reinforce the Group’s project execution capabilities.

The Group also provides support services to other critical industries, such as life sciences, renewables, mining and metal and nuclear.

The Technip Energies Group believes that it is differentiated from its competitors by its ability to offer clients a comprehensive portfolio of technologies, products, projects, and services. The Group’s capabilities span from feasibility studies, consulting services, process technology know-how, proprietary equipment, and project management to full engineering and construction. The Group’s expertise in integrating process technologies, either proprietary or from third-party licensors, fosters early project engagement, with a significant impact on project economics.

The Group partners with some of the world’s most well-known players in oil and gas for technologies, equipment and construction worldwide. Additionally, the Group’s project management consulting services leverage its expertise in the management of complex projects to the benefit of its clients.

### 1.3 Basis of preparation

The Technip Energies Group’s consolidated financial statements as of December 31, 2021, are prepared under the presentation, recognition and measurement rules set out in the International Financial Reporting Standards published by the IASB and approved by the EU for application as of December 31, 2021.

The Group has not opted for early application of standards and interpretations that were not yet mandatory in 2021, except amendments to IAS 12, notably on the accounting of deferred taxes on IFRS 16 “Leases” effects.

The consolidated financial statements comprise consolidated statement of income, consolidated statement of comprehensive income, consolidated statement of financial position, consolidated statement of cash flows, consolidated statement of changes in equity and notes to consolidated financial statements for the year 2021 and include comparative information (for the years 2020 and 2019) from Technip Energies’ Combined financial statements (collectively referred to as the “consolidated financial statements”). The comparative figures of 2020 and 2019 correspond to the combined financial statements of the Technip Energies Group. They have been prepared in accordance with IFRS as issued by the IASB and endorsed by the EU, under consideration of the principles for determining which assets and liabilities, income and expenses, as well as cash flows, were to be transferred to the Technip Energies Group.

These consolidated financial statements were prepared under the responsibility of and approved by the Board of Directors on March 18, 2022.

The consolidated financial statements are presented in millions of euros, and all values are rounded to the nearest thousand, unless otherwise specified.

#### 1.4. Going concern

As required by IAS 1 “Presentation of Financial Statements” in determining the basis of preparation for the consolidated financial statements, we have considered the Company’s business activities, together with the factors likely to affect its future development, performance and position in order to assess whether the Company may adopt the going concern basis in preparing its consolidated financial statements.

##### Spin-off and associated refinancing transactions

On February 16, 2021 the separation with TechnipFMC (the “Spin-off”) was completed. In connection with the Spin-off, the Group executed a series of refinancing transactions, in order to provide a capital structure with sufficient cash resources to support future operating and investment plans.

On February 10, 2021, the Group entered into a €1.4 billion senior unsecured Bridge and Revolving Facilities Agreement (the “Facilities Agreement”) with Crédit Agricole Corporate and Investment Bank, as Agent and ESG Coordinator, BNP Paribas acting as Coordinator and Documentation Agent and the lenders party thereto.

On May 28, 2021, Technip Energies N.V. issued €600 million aggregate principal amount of 1.125% senior unsecured notes due 2028 (the “notes”) the proceeds of which have been used for general corporate purposes, including the refinancing (which occurred on May 31, 2021) of the €620 million bridge amount drawn under the Facilities Agreement.

As of December 31, 2021, Technip Energies has a cash position of €3.6 billion with a total liquidity of €4.3 billion.

The Company continues to maintain sufficient liquidity and meets its covenants under the revolving credit facilities as of December 31, 2021. See note 22 for further details. As part of our assessment of going concern the Group has modelled its projected cash flows under a severe but plausible downside scenario, as well as testing its covenants against this scenario. Under all the scenarios modelled, after taking mitigating actions as needed, forecasts did not indicate breach within the going concern period of review on any of the future dates through December 2023.

##### Operating activities

The Group continues to actively monitor the impact of the COVID-19 pandemic and oil price volatility, including the impact on economic activity and financial reporting. Whilst the situation is uncertain and evolving, the Company has modelled potential severe but plausible impacts on revenues, profits and cash flows in its assessment. In preparing its assessment, the Group has considered the impact that COVID-19 and oil price volatility has had on the business.

As recovery from COVID-19 gathers momentum the operational impacts of the health pandemic (which for the Company has included supply chain disruptions, productivity declines and logistics constraints) have been easing as regional restrictions are removed.

At the end of December 2021, the Technip Energies Group’s backlog increased by €4.4 billion, at €15.9 billion as of December 31, 2021 compared to €11.5 billion as of December 31, 2020. This substantial improvement in backlog provides a high multi-year visibility. The new projects continue to give the Group potential for selective additions to its backlog in the coming quarters.

Based on the above, the Technip Energies Group’s management considers that the Company has sufficient resources to continue in operational existence for the foreseeable future and that there are no material uncertainties about the Company’s ability to continue as a going concern. For this reason, Technip Energies continues to adopt the going concern basis in preparing the consolidated financial statements. Russia’s recent invasion of Ukraine was considered as part of this assessment. Refer to note 32 for further detail.

#### 1.5. Changes in accounting policies and disclosures

##### a. IFRS standards, amendments and interpretations effective as of January 1, 2021

###### Amendments to IFRS 9, IAS 39, IFRS 7, IFRS 4 and IFRS 16 - Interest Rate Benchmark Reform – Phase 2

These amendments state that in the event of modification of contractual terms as a direct consequence of the interest rate benchmark reform, and in application of paragraph B5.4.5 of IFRS 9, there is no immediate impact on profit and loss for the year.

###### Amendments to IFRS 16 - COVID-19 - Related Rent Concessions beyond June 30, 2022

These amendments relate to the treatment by the lessee of reliefs granted by the lessor on a current lease as a direct result of the COVID-19 pandemic, in the form of “payment holidays” or temporary rent reductions (for payments up to June 30, 2022, at the latest). Provided there is no substantial modification of the terms of the lease, the lessee is allowed by these amendments not to re-estimate the lease liability using a revised discount rate, with a corresponding adjustment to the right-of-use asset, and not to defer the value of the relief through amortization of the right-of-use asset. The lessee can therefore opt to record the impact directly in profit and loss.

### **Configuration or customization costs in cloud computing arrangement**

The March 2021 IFRS IC update included an agenda decision on Configuration and Customization costs in a Cloud Computing Arrangement which was ratified by the IASB in April 2021. The Committee had received a request about how a customer accounts for costs of configuring or customizing a supplier's application software in a Software as a Service (SaaS) arrangement. The key areas of consideration are as follows: can these costs be capitalized as an intangible asset and can these costs be capitalized as a prepayment, or should the costs be expensed when incurred? In the fact pattern described in the request, the supplier controls the application software to which the customer has access. The assessment of whether configuration or customization of that software results in an intangible asset for the customer depends on the nature and output of the configuration or customization performed. If the customer does not recognize an intangible asset in relation to configuration or customization of the application software, it applies paragraphs 68–70 of IAS 38 to account for those costs.

The Committee concluded that the principles and requirements in IFRS Standards provide an adequate basis for a customer to determine its accounting for configuration or customization costs incurred in relation to the SaaS arrangement described in the request. Consequently, the Committee decided not to add a standard-setting project to the work plan.

### **Interpretation of IAS 19 Employee Benefits - Attributing Benefit to Periods of Service**

IFRS IC published, in May 2021, its final decision on the allocation of benefit entitlements to periods of service. The Committee sheds practical light on IAS 19 application (§70-74) relating to the attachment of rights to benefits to periods of service. In the case of the defined benefit plan analyzed, employees are entitled to receive a lump sum upon reaching retirement age, subject to being present in the company on that date. The amount of post-employment benefits to which an employee is entitled then depends on the length of employment with the entity before reaching that age, but is capped at a certain number of consecutive years of service.

### **IFRIC decision on non-refundable value added tax on lease payments**

In October 2021, the IFRS Interpretations Committee published its decision on non-refundable value added tax on lease payments. The Committee had received a request about how a lessee accounts for any non-refundable value added tax charged on lease payments. The request asked whether, in applying IFRS 16, the lessee includes non-refundable VAT as part of the lease payments for a lease. Outreach conducted by the Committee and comment letters on the Committee's tentative agenda decision provided limited evidence that non-refundable VAT on lease payments is material to affected lessees; and of diversity in the way lessees in similar circumstances account for non-refundable VAT on lease payments. The Committee has therefore not received evidence that the matter has widespread effect and has, or is expected to have, a material effect on those affected. Consequently, the Committee decided not to add a standard-setting project to the work plan.

### **IFRIC decision on accounting for warrants that are classified as financial liabilities on initial recognition**

In October 2021, the IFRS Interpretations Committee published its decision on accounting for Warrants that are classified as financial liabilities on initial recognition. The Committee has received a request about the application of IAS 32 in relation to the reclassification of warrants. The request asked whether the issuer reclassifies the warrant as an equity instrument following the fixing of the warrant's exercise price after initial recognition as specified in the contract, given that the fixed-for-fixed condition would at that stage be met.

The Committee observed that IAS 32 contains no general requirements for reclassifying financial liabilities and equity instruments after initial recognition when the instrument's contractual terms are unchanged. The Committee acknowledged that similar questions about reclassification arise in other circumstances. Reclassification by the issuer has been identified as one of the practice issues, the committee will consider addressing in its Financial Instruments with Characteristics of Equity (FICE) project and will consider the matter as part of its broader discussions on the FICE project.

### **IFRIC decision on economic benefits from use of a windfarm**

In December 2021, the IFRS Interpretations Committee published its decision on economic benefits from use of a windfarm. The Committee has received a request about whether, applying paragraph B9(a) of IFRS 16, an electricity retailer has the right to obtain substantially all the economic benefits from use of a windfarm throughout the term of an agreement with a windfarm generator.

The Committee therefore concluded that, in the fact pattern described in the request, the retailer does not have the right to obtain substantially all the economic benefits from use of the windfarm. Consequently, the agreement does not contain a lease. The Committee concluded that the principles and requirements in IFRS standards provide an adequate basis for an entity that enters into an agreement as described in the request to assess whether it has the right to obtain substantially all the economic benefits from use of an identified asset.

The above mentioned new interpretations and amendments effective on January 1, 2021, did not have a significant impact on the Company's consolidated financial statements.

**b. Published IFRS standards, amendments and interpretations not yet effective or early adopted by the Group**

<b>Norm</b>	<b>Effective date</b>	<b>Statement</b>
Reference to the Conceptual Framework - Amendment to IFRS 3	Jan 1, 2022	The amendment adds an exception to the recognition principle of IFRS 3 to avoid the issue of potential “day 2” gains or losses arising for liabilities and contingent liabilities that would be within the scope of IAS 37 and IFRIC 21 if incurred separately. The exception requires entities to apply the criteria in IAS 37 or IFRIC 21 respectively, instead of the Conceptual Framework, to determine whether a present obligation exists at the acquisition date.
Property, Plant & Equipment: Proceeds before Intended Use – Amendments to IAS 16	Jan 1, 2022	The amendments prohibit entities from deducting from the cost of an item of PP&E, any proceeds of the sale of items produced while bringing that asset to the location and condition necessary for it to be capable of operating in the manner intended by management. Instead, an entity recognizes the proceeds from selling such items, and the costs of producing them in the income statement.
Onerous Contracts – Costs of Fulfilling a Contract – Amendments to IAS 37	Jan 1, 2022	The amendment specifies which costs an entity needs to include when assessing whether a contract is onerous or loss-making: both incremental costs and an allocation of costs directly related to contract activities.
Annual Improvements	Jan 1, 2022	As part of its process to make non-urgent but necessary amendments to IFRS Standards, the IASB has issued the Annual Improvements to IFRS Standards 2018–2020. Annual improvements make minor amendments to IFRS 1, “First-time Adoption of IFRS”, IFRS 9, “Financial instruments”, IAS 41, “Agriculture” and the Illustrative Examples accompanying IFRS 16, “Leases”.
Classification of Liabilities as Current or Non-Current – Amendments to IAS 1	Jan 1, 2023	The amendment clarifies: <ul style="list-style-type: none"> <li>■ what is meant by a right to defer settlement,</li> <li>■ that a right to defer must exist at the end of the reporting period,</li> <li>■ that classification is unaffected by the likelihood that an entity will exercise its deferral right,</li> <li>■ that only if an embedded derivative in a convertible liability is itself an equity instrument, would the terms of a liability not impact its classification.</li> </ul>
Definition of Accounting Estimates – Amendments to IAS 8	Jan 1, 2023	The amendments clarify the distinction between changes in accounting estimates and changes in accounting policies and the correction of errors. The effects on an accounting estimate of a change in an input or a change in a measurement technique are changes in accounting estimates if they do not result from the correction of prior periods’ errors. The previous definition of a change in accounting estimates may result from new information or developments. Therefore, such changes are not corrections of errors.
Disclosure of Accounting Policies – Amendments to IAS 1 and IFRS Practice Statement 2	Jan 1, 2023	The amendments aim to help entities provide more useful accounting policy disclosures by replacing the requirement to disclose their “significant” accounting policies with their “material” accounting policies, and by adding guidance on how entities apply the concept of materiality in making decisions about accounting policy disclosures.
IFRS 17 Insurance contracts	Jan 1, 2023	In May 2017, the IASB issued IFRS 17 Insurance Contracts, a comprehensive new accounting standard for insurance contracts covering recognition and measurement, presentation and disclosure. Once effective, IFRS 17 will replace IFRS 4 Insurance Contracts.
Sale or contribution of assets between an Investor and its Associate or Joint Venture - Amendments to IFRS 10 and IAS 28	Effective application date is indefinitely postponed	The amendments address the conflict between IFRS 10 consolidated financial statements and IAS 28 Investments in Associates and Joint Ventures in dealing with the loss of control of a subsidiary that is sold or contributed to an associate or joint venture. The amendments clarify that a full gain or loss is recognized when a transfer to an associate or joint venture involves a business as defined in IFRS 3. Any gain or loss resulting from the sale or contribution of assets that does not constitute a business, however, is recognized only to the extent of unrelated investors’ interests in the associate or joint venture.

New standards, interpretations or amendments effective on January 1, 2022 and 2023 were not early adopted by Technip Energies. The Group does not currently anticipate any material impact to result from these new standards, amendments and interpretations.

## 1.6. Summary of significant accounting policies

### a. Consolidation principles

In accordance with IFRS 10 “consolidated financial statements” (“**IFRS 10**”), the Group’s consolidated financial statements include the financial statements of Technip Energies N.V. and subsidiaries controlled by Technip Energies (including structured entities).

Technip Energies controls an entity where the Group has all the following:

- The power over the company subject to the investment;
- An exposure or rights to the company’s variable returns; and
- The ability to use its power over the entity to affect these returns.

The power to direct the activities of the entity usually exists when holding more than 50% of voting rights in the entity and these rights are substantive.

As per IFRS 11 “Joint Arrangements” (“**IFRS 11**”), joint arrangements could be classified as joint ventures or joint operations. Joint operations should be recognized to the extent of Technip Energies’ assets and its liabilities, including its share of any assets held jointly or liabilities incurred jointly.

The equity method is used for joint ventures and for investments over which Technip Energies exercises a significant influence on operational and financial policies. Unless otherwise indicated, such influence is deemed to exist for investments in companies in which the Group’s ownership is between 20% and 50%.

Companies in which the Group’s ownership is less than 20% or which do not represent material investments are recorded under “Other Non-Current Financial Assets”.

The list of Technip Energies’ related undertakings as of December 31, 2021 is provided in note 31.

The main affiliates of Technip Energies close their accounts as of December 31 and all consolidated companies apply Group’s accounting policies as set in the Global Accounting Manual.

All intercompany balances and transactions, as well as internal income and expenses, are fully eliminated.

Subsidiaries are consolidated as of the date of acquisition, being the date on which Technip Energies obtains control, and continue to be consolidated until the date control ceases.

### b. Recognition of revenue from customer contracts

Technip Energies accounts for revenue in accordance with IFRS 15 “Revenues from Contracts with Customers” (“**IFRS 15**”). Revenue is measured based on the consideration specified in a contract with a customer. The majority of our revenue is from long-term contracts associated with designing and manufacturing products and systems and providing services to customers involved in exploration and production of crude oil and natural gas. The Technip Energies Group recognizes revenue when or as it transfers control over a good or service to a customer.

**Contract modifications** – Contracts are often modified to account for changes in contract specifications and requirements. The Group considers contract modifications to exist when the modification either creates new, or changes the existing, enforceable rights and obligations. Most of the Group’s contract modifications are for goods or services that are not distinct from the existing contract due to the significant integration service provided in the context of the contract and are accounted for as if they were part of that existing contract. The effect of a contract modification on the transaction price and our measure of progress for the performance obligation to which it relates is recognized as an adjustment to revenue (either as an increase in or a reduction of revenue) on a cumulative catch-up basis.

**Variable consideration** – Due to the nature of the work required to be performed on many of existing performance obligations, the estimation of total revenue and cost at completion is complex, subject to many variables and requires significant judgment. It is common for the long-term contracts to contain variable considerations that can either increase or decrease the transaction price. Variability in the transaction price arises primarily due to liquidated damages. The Technip Energies Group considers its experience with similar transactions and expectations regarding the contract in estimating the amount of variable consideration to which it will be entitled and determining whether the estimated variable consideration should be constrained. We include estimated amounts in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. The estimates of variable consideration are based largely on an assessment of anticipated performance and all information (historical, current and forecasted) that is reasonably available to Technip Energies.

**Payment terms** – Progress billings are generally issued upon completion of certain phases of the work as stipulated in the contract. Payment terms may either be fixed, lump-sum or driven by time and materials (i.e., daily or hourly rates, plus materials). Because typically the customer retains a small portion of the contract price until completion of the contract, contracts generally result in revenue recognized in excess of billings which we present as contract assets on the statement of financial position. Amounts billed and due from customers are classified as receivables on the statement of financial position. The portion of the payments retained by the customer until final contract settlement is not considered a significant financing component because the intent is to protect the customer. For some contracts, the Technip Energies Group may be entitled to receive an advance payment. The Technip Energies Group recognizes a liability for these advance payments in excess of revenue recognized and presents them as contract liabilities on the statement of financial position. The advance payment typically is not considered a significant financing component because it is used to meet working capital demands that can be higher in the early stages of a contract and to protect us from the other party failing to adequately complete some or all of its obligations under the contract.

**Warranty** – Certain contracts include an assurance-type warranty clause, typically between 18 and 36 months, to guarantee that the products comply with agreed specifications. A service-type warranty may also be provided to the customer; in such a case, management allocates a portion of the transaction price to the warranty as a separate performance obligation based on the estimated stand-alone selling price of the service-type warranty.



**Allocation of transaction price to performance obligations** – A contract’s transaction price is allocated to each distinct performance obligation and recognized as revenue, when, or as, the performance obligation is satisfied. To determine the proper revenue recognition method, the Group evaluates whether two or more contracts should be combined and accounted for as one single contract and whether the combined or single contract should be accounted for as more than one performance obligation. This evaluation requires significant judgment; some of the Group’s contracts have a single performance obligation as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contracts and, therefore, not distinct. For contracts with multiple performance obligations, Technip Energies allocates the contract’s transaction price to each performance obligation using its best estimate of the standalone selling price of each distinct good or service in the contract.

**Cost-to-cost method** – For long-term contracts, because of control transferring over time, revenue is recognized based on the extent of progress towards completion of the performance obligation. The cost-to-cost measure of progress for contracts is generally used because it best depicts the transfer of control to the customer which occurs as costs on the contracts are incurred. Under the cost-to-cost measure of progress, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the total estimated costs at completion of the performance obligation. Revenues, including estimated fees or profits, are recorded proportionally as costs are incurred. Any expected losses on contracts in progress are charged to earnings, in total, in the period the losses are identified.

**Right to invoice practical expedient** – The right-to-invoice practical expedient can be applied to a performance obligation satisfied over time if we have a right to invoice the customer for an amount that corresponds directly to the value transferred to the customer for performance completed to date. When this practical expedient is used, variable consideration is not estimated at the inception of the contract to determine the transaction price or for disclosure purposes. Certain contracts have payment terms dictated by daily or hourly rates while other contracts may have mixed pricing terms that include a fixed fee portion. For contracts in which the customer is charged a fixed rate based on the time or materials used during the project that correspond to the value transferred to the customer, the Technip Energies Group recognizes revenue in the amount it has the right to invoice.

#### **c. Foreign currency transactions**

Foreign currency transactions are translated into the functional currency at the exchange rate applicable on the transaction date.

At the closing date, monetary assets and liabilities stated in foreign currencies are translated into the functional currency at the exchange rate prevailing on that date. Resulting exchange gains or losses are directly recorded in the statement of income (see note 6. Other income and expense (net) for further details), except exchange gains or losses on cash accounts eligible for future cash flow hedging and for hedging on net foreign currency investments.

**Translation of financial statements of subsidiaries in foreign currency** – The statements of income of foreign subsidiaries are translated into euro at the average exchange rate prevailing during the year. The statements of financial position are translated at the exchange rate at the closing date. Differences arising in the translation of financial statements of foreign subsidiaries are recorded in other comprehensive income (loss) as foreign currency translation reserve. Items that are recognized directly in equity are translated using the historical rates. The functional currency of the foreign subsidiaries is most commonly the local currency.

#### **d. Business combinations**

Business combinations are accounted for using the acquisition method of accounting. Under the acquisition method, assets acquired and liabilities assumed are recorded at their respective fair values as of the acquisition date. Determining the fair value of assets and liabilities involves significant judgment regarding methods and assumptions used to calculate estimated fair values. The purchase price is allocated to the assets acquired, including identifiable intangible assets, and liabilities based on their estimated fair values. Any excess of the purchase price over the estimated fair values of the net assets acquired is recorded as goodwill. Identifiable assets are depreciated over their estimated useful lives.

Acquisition-related costs are expensed as incurred and included in the statement of income line item “Selling, general and administrative expenses”.

Adjustments recorded for a business combination on the provisional values of assets, liabilities and contingent liabilities are recognized as a retrospective change in goodwill when occurring within a 12-month period after the acquisition date and resulting from facts or circumstances that existed as of the acquisition date. After this measurement period ends, any change in valuation of assets, liabilities and contingent liabilities is accounted for in the statement of income, with no impact on goodwill.

#### **e. Separation costs**

Separation costs are expensed as incurred and include fees and expenses associated with the separation transaction (“**the Spin-off**”). The costs include legal and tax advice expenses, consulting services and other separation activities related costs. Separation costs are included in the consolidated statement of income line “Impairment, restructuring and other expenses”.

#### **f. Segment information**

##### **Information by operating segment**

IFRS 8 - Operating Segments require to determine operating segments based on information which is provided internally to the Chief Operating Decision Maker (“**CODM**”).

In the periods presented here, the Chief Executive Officer reviewed and evaluated the Technip Energies Group operating performance to make decisions about resource to be allocated and has been identified as the Chief Operating Decision Maker (“**CODM**”). Utilizing the internal reporting information provided to the CODM, the Technip Energies Group has changed, in 2021, the structure of its internal organization and defined two segments designated as Projects Delivery and Technology, Products and Services.

The corresponding definitions are disclosed as follows:

■ **Projects Delivery:**

The Projects Delivery segment provides comprehensive engineering, procurement and construction delivery capability globally. The Group's key capabilities leverage its operational and technical excellence as a global provider of engineering, procurement and construction ("EPC") services for onshore oil and gas; liquid natural gas ("LNG") and gas to liquids ("GTL"); oil refining; ethylene; petrochemicals; chemicals; fertilizers; offshore oil and gas (shallow-water, deep-water) with floating solutions (floating production units ("FPUs"), Floating production storage and offloading ("FPSO"), floating liquefied natural gas ("FLNG") and floating storage and regasification unit "FSRU").

■ **Technology, Products and Services:**

The activities within the Group's Technology, Products and Services businesses are more versatile, combining proprietary technologies with associated licensing fees and equipment such as LNG Loading Arms and associated knowledge-based services into a global business for ethylene, refining, petrochemicals, inorganic and specialty chemicals as well as gas monetization. From technology definition, early engagement through scope definition, advanced technologies and project lifecycle support, Technip Energies works closely with customers to provide the optimal approach to maximize their return on investment. Consulting and services may be provided under the Group's specialist consulting brands, Genesis, or through the Group's project management consulting or engineering services business lines.

■ **Corporate / non allocable:**

The Corporate / non allocable corresponds to the unallocated items in the two segments above.

**Disaggregation of revenue**

The Technip Energies Group disaggregates its revenue by the following geographic regions:

- Europe & Russia;
- Africa & Middle East;
- Asia Pacific; and
- Americas.

Geographical areas are defined according to the following criteria: specific risks associated with activities performed in a given area, similarity of economic and political framework, regulation of exchange control, and underlying monetary risks. The geographical breakdown is based on the contract delivery within the specific country.

**g. Earnings per share**

As per IAS 33 "Earnings per Share" ("IAS 33"), Earnings Per Share ("EPS") are based on the average number of outstanding shares over the year, after deducting treasury shares.

Diluted earnings per share amounts are calculated by dividing the net profit of the year, restated if need be for the after-tax financial cost of dilutive financial instruments, by the sum of the weighted average number of outstanding shares, the weighted average number of share subscription options not yet exercised, the weighted average number of performance shares granted calculated using the share purchase method, and, if applicable, the effects of any other dilutive instrument.

In accordance with the share purchase method, only dilutive instruments are used in calculating EPS. Dilutive instruments are those for which the option exercise price plus the future share-based compensation expense not yet recognized is lower than the average share price during the EPS calculation period.

**h. Goodwill**

Goodwill is measured at the acquisition date as the total of the fair value of consideration transferred, plus the proportionate amount of any non-controlling interest, plus the fair value of any previously held equity interest in the acquiree, if any, less the net recognized amount (generally at fair value) of the identifiable assets acquired and liabilities assumed.

Goodwill is allocated to cash-generating units that are expected to benefit from the business combination in which the goodwill arose and in all cases is at the operating segment level, which represents the lowest level at which goodwill is monitored for internal management purposes.

Goodwill is not amortized but it is tested for impairment annually, or more frequently if events or changes in circumstances indicate that it might be impaired and is carried at cost less accumulated impairment losses. Gains and losses on the disposal of an entity include the carrying amount of goodwill relating to the entity sold.

**i. Property, plant and equipment**

In compliance with IAS 16 "Property, plant and equipment" ("IAS 16"), an asset is recognized only if the cost can be measured reliably and if future economic benefits are expected from its use.

Property, plant and equipment could be initially recognized at cost or at their fair value in case of business combinations.

As per IAS 16, the Technip Energies Group uses different depreciation periods for each of the significant components of a single property, plant and equipment asset where the useful life of the component differs from that of the main asset. Below are the useful lives most commonly applied by the Technip Energies Group on a straight-line basis:

- Buildings: 10 to 60 years;
- IT Equipment: 3 to 5 years;
- Machinery and Equipment: 3 to 20 years;
- Office Fixtures: 5 to 10 years.

If the residual value of an asset is material and can be measured, it is taken into account in calculating its depreciable amount.

On a regular basis, the Technip Energies Group reviews the useful lives of its assets. That review is based on the effective use of the assets.

Depreciation costs are recorded in the statement of income as a function of the fixed assets' use, split between the following line items: cost of sales, research and development expense, selling, general and administrative expenses.

In accordance with IAS 36 - Impairment of Assets, the carrying value of property, plant and equipment is reviewed for impairment whenever internal or external events indicate that there may be impairment, in which case, an impairment test is performed.



## **j. Leases**

Technip Energies mainly leases real estate assets such as offices buildings and residential housing.

The standard requires that payments shall be discounted using the interest rate implicit in the lease, if that rate can be readily determined. In practice, given the structure of the Group's financing all of which is held by Technip Energies N.V. or T.EN Eurocash SNC, the discount rate used to determine the right-of-use asset and the lease liability for each leased asset is calculated based on the incremental borrowing rate of the Group at inception of the lease. Technip Energies calculated the rate applicable to each lease contract on the basis of the lease duration.

Technip Energies Group determines if an arrangement is a lease at inception by assessing whether an identified asset exists and if the Group has the right to control the use of the identified asset. Leases are included in right-of-use assets, lease liabilities (non-current and current on the statement of financial position. Right-of-use assets represent the right to use an underlying asset for the lease term and lease liabilities represent Technip Energies obligation to make lease payments arising from the lease. Right-of-use assets and lease liabilities are recognized at the commencement date based on the present value of the remaining lease payments over the lease term. The right-of-use assets also include any lease prepayments made and exclude lease incentives the Group received from the lessor. Depreciation of right-of-use assets is recognized on a straight-line basis over the lease term.

The lease term generally used to calculate the liability is the term of the initially negotiated lease, not taking into account any early termination options, except in special circumstances. When leases contain extension options, the term used for the calculation of the liability may include these periods, mainly when the anticipated period of use of the fixed assets, whether under a new or existing lease, is greater than the initial contractual lease term.

The Group has variable lease payments, including adjustments to lease payments based on an index or rate (such as the Consumer Price Index) and fair value adjustments to lease payments. Variable lease payments that depend on an index or a rate (such as the Consumer Price Index or a market interest rate) are included when measuring initial lease liability of the lease arrangements using the payments' base rate or index. The Group remeasures the lease liability when there is a change in future lease payments resulting from a change in such index or rate.

Short-term leases with an initial term of 12 months or less that do not include a purchase option and leases of low-value assets (referring mainly to IT equipment e.g. laptops and mobile phones) are not recorded on the statement of financial position.

Technip Energies Group adopted the practical expedient to not separate lease and non-lease components for all asset classes.

The Group currently subleases certain of its leased real estate to third parties. The subleases are classified as operating or finance leases by the sublessor depending on the duration of the sublease contract and the end date of the main lease contract.

## **k. Intangible assets**

### **Internally generated research and development costs**

Research costs are expensed when incurred. In compliance with IAS 38 "Impairment of Assets" ("IAS 38"), development costs are capitalized if all of the following criteria are met:

- The projects are clearly identified;
- The Technip Energies Group is able to reliably measure expenditures incurred for each project during its development;
- The Technip Energies Group is able to demonstrate the technical or industrial feasibility of the project;
- The Technip Energies Group has the financial and technical resources available to complete the project;
- The Technip Energies Group can demonstrate its intention to complete, to use or to commercialize products resulting from the project; and
- The Technip Energies Group is able to demonstrate the existence of a market for the output of the intangible asset, or, if it is used internally, the usefulness of the intangible asset.

All research and development costs not meeting the IAS 38 criteria are expensed as incurred in the consolidated Statement of income. The Technip Energies Group capitalized costs on certain IT projects developed internally.

### **Other intangible assets**

Intangible assets other than goodwill (including those acquired in a business combination) are amortized on a straight-line basis over their expected useful lives, as follows:

- Backlog: as per the timeframe of the outstanding orders (usually less than 3 years);
- Licenses, Patents and Trademarks: less than 20 years;
- Software (including software rights, proprietary IT tools, such as the E-procurement platform, or the Technip Energies Group's management applications): 3 to 7 years.

In accordance with IAS 36, the carrying value of intangible assets is reviewed for impairment whenever internal or external events indicate that there may be an impairment, in which case, an impairment test is performed.

## **l. Impairment of non-financial assets**

Non-financial assets, property, plant and equipment, and identifiable intangible assets being amortized are reviewed for impairment whenever events or changes in circumstances indicate the carrying amount of the asset or cash-generating unit ("CGU") may not be recoverable. If any indication exists, or when annual impairment testing for an asset is required, the Technip Energies Group estimates the asset's recoverable amount. The asset's recoverable amount is the higher of an asset's or CGU's fair value less costs of disposal and the value in use. The recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or groups of assets. When the carrying amount of an asset or CGU exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

In assessing the value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset, including growth rates in revenues, costs, estimates of future expected changes in operating margins, tax rates and cash expenditures. Future revenues are also adjusted to match changes in the Technip Energies Group's business strategy. Factors that could trigger a lower value in use estimate include sustained price declines of a CGU's products and services, cost increases, regulatory or political environment changes, changes in customer demand, and other changes in market conditions, which may affect certain market participant assumptions used in the discounted future cash flow model.

In determining the fair value less costs of disposal, recent market transactions are taken into account. If no such transactions can be identified, an appropriate valuation model is used.

Goodwill is tested for impairment annually at September 30 and whenever changes in circumstances indicate that its carrying amount may not be recoverable. Impairment is determined for goodwill by assessing the recoverable amount of each CGU (or group of CGUs) to which the goodwill relates. When the recoverable amount of the CGU is less than its carrying amount, an impairment loss is recognized. Impairment losses relating to goodwill cannot be reversed in future periods.

### **m. Fair value measurement**

The Technip Energies Group measures certain financial instruments (including derivatives) at fair value at each balance sheet date.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest.

A fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The Technip Energies Group uses valuation techniques that are appropriate in the circumstances and for which sufficient data is available to measure fair value, maximizing the use of relevant observable inputs and minimizing the use of unobservable inputs.

All assets and liabilities for which fair value is measured or disclosed in the consolidated financial statements are categorized within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1: Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets;
- Level 2: Inputs other than quoted prices included in Level 1 that are observable for the asset or liability either directly or indirectly;
- Level 3: Unobservable inputs (e.g., a reporting entity's own data).

For assets and liabilities that are recognized in the consolidated financial statements at fair value on a recurring basis, the Technip Energies Group determines whether transfers have occurred between levels in the hierarchy by re-assessing categorization (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

### **n. Financial assets**

Financial assets are categorized at initial recognition, as subsequently measured at either amortized cost, at fair value through other comprehensive income ("FVOCI"), or at fair value through profit or loss ("FVTPL").

For debt instruments this classification depends on the financial asset's contractual cash flow characteristics as well as business model according to which the Technip Energies Group is managing them. Financial assets are initially measured at their fair values plus, in the case of a financial asset not at fair value through profit or loss, transaction costs. Trade receivables that do not contain a significant financing component are measured at the transaction price determined under IFRS 15.

A financial asset is classified and measured at amortized cost or fair value through other comprehensive income ("OCI") if and only if it gives rise to cash flows that are 'solely payments of principal and interest ("SPPI")', i.e. the asset meets the SPPI test criteria, which are assessed at an instrument level.

The business model applied by the Technip Energies Group determines whether the cash flows from the instruments will be realized through collecting contractual cash flows, selling the financial assets, or both.

Transactions on financial assets that require delivery of assets within a time frame legally or contractually (regular way trades) are recognized on the trade date, being the date when the Technip Energies Group commits to acquire or sell the asset.

For purposes of subsequent measurement, financial assets are classified into three categories:

- Financial assets at amortized cost;
- Financial assets at fair value through OCI, either with recycling or no recycling of cumulative gains and losses;
- Financial assets at fair value through profit or loss.

#### **Financial assets at amortized cost**

A financial asset is measured at amortized cost if both of the following conditions are met:

- The financial asset is held within a business model with the objective to hold financial assets in order to collect contractual cash flows; and
- The contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

Financial assets at amortized cost are subsequently measured using the effective interest rate and are also subject to impairment. Gains and losses are recognized in the Statement of income, within the Other income, expenses (net) line when the asset is derecognized.

The Technip Energies Group's financial assets at amortized cost include trade receivables, loans issued to third or related parties and debt notes receivable presented under other non-current assets or other current assets, as applicable.

### Financial assets at fair value through OCI

Financial assets are classified and measured at fair value through other comprehensive income if they are held in a business model whose objective is achieved by both collecting contractual cash flows and selling financial assets.

### Financial assets at fair value through profit or loss

Financial assets at fair value through profit or loss include:

- Financial assets held for trading (i.e., those which are acquired for the purpose of selling or repurchasing in the near term);
- Financial assets designated upon initial recognition at fair value through profit or loss (in order to eliminate, or significantly reduce, an accounting mismatch); or
- Financial assets required to be measured at fair value (i.e. assets with cash flows that are not solely payments of principal and interest, irrespective of the business model).

Derivatives, including separated embedded derivatives, are also classified as held for trading except for those designated as effective hedging instruments. Financial assets at fair value through profit or loss are carried in the statement of financial position at fair value with net changes in fair value recognized in the statement of income.

This category includes derivative instruments, listed and non-quoted equity investments which the Technip Energies Group had not irrevocably elected to classify at fair value through OCI, as well as certain liquid, frequently traded debt instruments such as treasury bills.

Dividends on listed equity investments are also recognized in the statement of income when the right of payment has been established.

### Impairment of financial assets

An allowance for Expected Credit Losses (ECL) is recognized for all debt instruments not held at fair value through profit or loss. As opposed to the incurred loss approach, ECL is based on the difference between the carrying amount (as per the contractual cash flows of the instruments) and all the cash flows that the Technip Energies Group expects to receive, discounted at the original effective interest rate. The expected cash flows will include consideration of collaterals or other credit enhancements that are integral to the contractual terms.

In case of instruments for which there has not been a significant increase in credit risk since initial recognition, ECL is applied for default events that are possible within the next twelve months (a 12-month ECL). In case there has been a significant increase in credit risk since initial recognition, an ECL is applied over the remaining life of the exposure (lifetime ECL).

For trade receivables and contract assets, the Technip Energies Group applies a simplified approach permitted by IFRS 9. Therefore, the Technip Energies Group recognizes lifetime ECL at initial recognition and at each reporting date. The Technip Energies Group has considered historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment to determine lifetime expected losses.

For debt instruments recognized at amortized cost, as permitted by IFRS 9, the Technip Energies Group applies the low credit risk simplification. Accordingly, the Technip Energies Group evaluates whether the debt instrument is considered to have low credit risk at the reporting date, using available, reasonable and supportable information. The Technip Energies Group considers its internal credit rating of the debt instrument, and also considers that there has been a significant increase in credit risk when contractual payments are more than 90 days past due. For debt instruments that continue to have low credit risk after the evaluation, the Technip Energies Group assumes that there is no significant increase in the credit risk of the instrument.

ECL on such instruments is measured on a 12-month basis. However, when there has been a significant increase in credit risk since origination, the allowance will be based on the lifetime ECL. The Technip Energies Group uses the ratings from credit rating agencies both to determine whether the debt instrument has significantly increased in credit risk and to estimate ECLs.

The Technip Energies Group considers a financial asset in default when contractual payments are 90 days past due. Also, in cases when internal or external information indicates that it is unlikely to receive the outstanding contractual cash flows before considering any credit enhancements, the Technip Energies Group also considers a financial asset to be in default. A financial asset is written off when there is no reasonable expectation of recovering the contractual cash flows.

### Derecognition

A financial asset (or, where applicable, a part of a financial asset or part of a group of similar financial assets) is primarily derecognized when:

- The rights to receive cash flows from the asset have expired; or
- The Technip Energies Group has transferred its rights to receive cash flows from the asset or has assumed an obligation to pay the received cash flows in full without material delay to a third party under a 'pass-through' arrangement; and either (a) the Technip Energies Group has transferred substantially all the risks and rewards of the asset, or (b) the Technip Energies Group has neither transferred nor retained substantially all the risks and rewards of the asset, but has transferred control of the asset.

When the Technip Energies Group has transferred its rights to receive cash flows from an asset or has entered into a pass-through arrangement, it evaluates if, and to what extent, it has retained the risks and rewards of ownership. When it has neither transferred nor retained substantially all of the risks and rewards of the asset, nor transferred control of the asset, the Technip Energies Group continues to recognize the transferred asset to the extent of its continuing involvement. In that case, the Technip Energies Group also recognizes an associated liability. The transferred asset and the associated liability are measured on a basis that reflects the rights and obligations that the Technip Energies Group has retained.

Continuing involvement that takes the form of a guarantee over the transferred asset is measured at the lower of the original carrying amount of the asset and the maximum amount of consideration that the Technip Energies Group could be required to repay.

## Offsetting of financial instruments

Financial assets and financial liabilities are offset, and the net amount is reported in the consolidated statement of financial position if there is a currently enforceable legal right to offset the recognized amounts and there is an intention to settle on a net basis, or to realize the assets and settle the liabilities simultaneously.

### o. Derivative financial instruments and hedging

#### Initial recognition and subsequent measurement

The Technip Energies Group uses derivative financial instruments, such as forward contracts, swaps and options to hedge its risks, in particular foreign exchange risks. Such derivative financial instruments are initially recognized at fair value on the date on which a derivative contract is entered into and are subsequently remeasured at fair value. Derivatives are carried as financial assets when the fair value is positive and as financial liabilities when the fair value is negative.

Currently, every derivative financial instrument held by the Technip Energies Group is aimed at hedging future cash inflows or outflows against exchange rate fluctuations during the period of contract performance. Derivative instruments and in particular forward exchange transactions are aimed at hedging future cash inflows or outflows against exchange rate fluctuations in relation with awarded commercial contracts.

To hedge its exposure to exchange rate fluctuations during the bid-period of construction contracts, the Technip Energies Group occasionally enters into insurance contracts under which foreign currencies are exchanged at a specified rate and at a specified future date only if the new contract is awarded. The premium that the Technip Energies Group pays to enter into such an insurance contract is charged to the statement of income when paid. If the commercial bid is not successful, the insurance contract is automatically terminated without any additional cash settlements or penalties.

In some cases, the Technip Energies Group may enter into foreign currency options for some proposals during the bid-period. These options cannot be eligible for hedging.

For the purpose of hedge accounting, instruments qualifying as hedges are classified as:

- Fair value hedges when hedging the exposure to changes in the fair value of a recognized asset or liability or an unrecognized firm commitment;
- Cash flow hedges when hedging the exposure to variability in cash flows that is either attributable to a particular risk associated with a recognized asset or liability or a highly probable forecasted transaction or the foreign currency risk in an unrecognized firm commitment;
- Hedges of a net investment in a foreign operation (the Technip Energies Group currently has no financial instruments designated for such hedging relationship).

Foreign currency treasury accounts designated for a contract and used to finance its future expenses in foreign currencies may qualify as a foreign currency cash flow hedge. Cash as a hedging instrument is determined as cash less accounts payable (including debts contracted on projects) plus accounts receivable (including loans contracted on projects) on reimbursable, services and completed contracts at closing date.

An economic hedging may occasionally be obtained by offsetting cash inflows and outflows on a single contract (“natural hedging”).

When implementing hedging transactions, each applicable member of the Technip Energies Group enters into forward exchange contracts with banks or with the member of the Technip Energies Group that performs centralized treasury management for the Technip Energies Group. However, only instruments that involve a third party outside of Technip Energies are designated as hedging instruments.

At the inception of a hedge relationship, the Technip Energies Group formally designates and documents the hedge relationship to which it wishes to apply hedge accounting and the risk management objective and strategy for undertaking the hedge.

The documentation includes identification of the hedging instrument, the hedged item or transaction, the nature of the risk being hedged and how Technip Energies Group will assess the effectiveness of changes in the hedging instrument’s fair value in offsetting the exposure to changes in the hedged item’s fair value or cash flows attributable to the hedged risk. Such hedges are expected to be highly effective in achieving offsetting changes in fair value or cash flows and are assessed on an ongoing basis to determine that they actually have been highly effective throughout the financial reporting periods for which they were designated.

Hedges that meet all the qualifying criteria for hedge accounting are accounted for as described below. The fair value of derivative financial instruments is estimated on the basis of valuations provided by bank counterparties or financial models commonly used in financial markets, using market data as of the statement of financial position date.

A derivative instrument qualifies for hedge accounting (fair value hedge or cash flow hedge) when there is a formal designation and documentation of the hedging relationship, and of the effectiveness of the hedge throughout the life of the contract. A fair value hedge aims at reducing risks incurred by changes in the market value of some assets, liabilities or firm commitments. A cash flow hedge aims at reducing risks incurred by variations in the value of future cash flows that may impact net profit (loss).

In order for a currency derivative to be eligible for hedge accounting treatment, the following conditions have to be met:

- Its hedging role must be clearly defined and documented at the date of inception; and
- Its effectiveness should be proved at the date of inception and/or as long as it remains effective. If the effectiveness test results in a score between 80% and 125%, changes in fair value or in cash flows of the covered element must be almost entirely offset by the changes in fair value or in cash flows of the derivative instrument.

All derivative instruments are recorded and disclosed in the statement of financial position at fair value:

- Derivative instruments considered as hedging are classified as current assets and liabilities, as they follow the operating cycle; and
- Derivative instruments not considered as hedging are also classified as current assets and liabilities.

Changes in fair value are recognized as follows:

- Regarding cash flow hedges, the portion of the gain or loss corresponding to the effectiveness of the hedging instrument is recorded directly in other comprehensive income, and the ineffective portion of the gain or loss on the hedging instrument is recorded in the statement of income. The exchange gain or loss on derivative cash flow hedging instruments, which is deferred in equity, is reclassified in the net profit (loss) of the year(s) in which the specified hedged transaction affects the statement of income;
- The changes in fair value of derivative financial instruments that qualify as fair value hedge are recorded in the other income, expenses (net) of the statement of income. The ineffective portion of the gain or loss is immediately recorded in the statement of income. The carrying amount of a hedged item is adjusted by the gain or loss on this hedged item which may be allocated to the hedged risk and is recorded in the statement of income; and
- The changes in fair value of derivative financial instruments that do not qualify as hedging in accounting standards are directly recorded in the statement of income.

**p. Advances paid to suppliers**

Advance payments made to suppliers under long-term contracts are shown under the “Advances Paid to Suppliers” line item, on the consolidated statement of financial position.

**q. Trade receivables**

Trade receivables are amounts due from customers for goods sold or services performed in the ordinary course of business. Trade receivables are recognized initially at the amount of consideration that is unconditional unless they contain significant financing components, when they are recognized at fair value. The Technip Energies Group holds trade receivables with the objective to collect the contractual cash flows and therefore measures them subsequently at amortized cost using the effective interest method.

**Impairment of trade receivables**

Technip Energies Group applies IFRS 9 simplified approach to measuring expected credit losses which uses a lifetime expected loss allowance for all trade receivables and contract assets. The Technip Energies Group’s trade receivables and contracts assets constitute a homogeneous portfolio, therefore, to measure the expected credit losses, trade receivables and contract assets have been grouped based on a selection of the members of the Technip Energies Group that cover a representative part of the Technip Energies Group’s trade receivables and contract assets at each period end. Contract assets relate to unbilled work in progress and have substantially the same risk characteristics as the trade receivables for the same types of contracts. The Technip Energies Group has therefore concluded that the expected loss rates for trade receivables are a reasonable approximation of the loss rates for contract assets.

**r. Cash and cash equivalents**

Cash and cash equivalents consist of cash in bank and in hand, as well as short-term investments that are considered to be readily convertible into a known amount of cash and where the risk of a change in their value is deemed to be negligible based on the criteria set out in IAS 7. Securities are measured at their market value at year-end. Any change in fair value is recorded in the statement of income.

**s. Share-based compensation**

The Technip Energies Group employees participated in TechnipFMC’s share-based plans accounted for in accordance with IFRS 2 “Share-based payments” (“**IFRS 2**”). Share-based compensation expense has been allocated to the Technip Energies Group based on the awards and terms previously granted to the Technip Energies Group’s employees as well as an allocation of TechnipFMC’s management expenses attributable to the Technip Energies Group for the years ended December 31, 2020 and 2019.

Within the Company there are three types of share-based payment plans that qualify as equity settled:

- Restricted Share Unit (RSU);
- Performance Share Unit (PSU);
- Stock Options.

The measurement of share-based compensation expense on restricted share awards is based on the market price at the grant date and the number of shares awarded. The fair value of performance shares is estimated using a combination of the closing stock price on the grant date and the Monte Carlo simulation model.

TechnipFMC used the Black-Scholes options pricing model to measure the fair value of share options granted on or after January 1, 2017, excluding from such valuation the service and non-market performance conditions (which are considered in the expected number of awards that will ultimately vest) but including market conditions (note 8).

The share-based compensation expense for each award is recognized during the vesting period (i.e. the period in which the service and, where applicable, the performance conditions are fulfilled). The cumulative expense recognized for share-based employee compensation at each reporting date reflects the already expired portion of the vesting period and the Technip Energies Group’s best estimate of the number of awards that will ultimately vest. The expense or credit in the statement of income for a period represents the movement in cumulative expense recognized as at the beginning and end of that period.

**t. Provisions**

Provisions are recognized if and only if the following criteria are simultaneously met:

- The Technip Energies Group has an ongoing obligation (legal or constructive) as a result of a past event;
- The settlement of the obligation will likely require an outflow of resources embodying economic benefits without expected counterpart; and
- The amount of the obligation can be reliably estimated: provisions are measured according to the risk assessment or the exposed charge, based upon best-known elements.

**Contingencies related to contracts**

These provisions relate to claims and litigation on contracts.

**Restructuring**

Once a restructuring plan has been decided and the interested parties have been informed, the plan is scheduled and valued. Restructuring provisions are recognized in accordance with IAS 37 - Provisions, Contingent Liabilities and Contingent Assets and presented within Impairment, Restructuring and Other Expenses (Income) in the consolidated statement of income.



#### **u. Pensions and other long-term benefits**

The Technip Energies Group sponsors various end-of-service and retirement employee benefit plans. Payments under such employee benefit plans are made either at the date of the employee's termination of service with the Technip Energies Group or at a subsequent date or dates in accordance with the laws and practices of each country in which a participant resides. Depending on the employing entity the main defined benefit plans can be:

- End of service benefits, to be paid at the termination of service;
- Retirement benefits;
- Jubilee benefits;
- Post-retirement medical benefits (health care and life insurance).

The Technip Energies Group assesses its obligations in respect of employee pension plans and other long-term benefits such as "jubilee benefits", post-retirement medical benefits, special termination benefits and cash incentive plans. The plan assets are recorded at fair value based on recognized and uniform actuarial methods performed by an independent actuary.

The obligations of providing benefits under defined benefit plans are determined by independent actuaries using the projected unit credit actuarial valuation method as per IAS 19 "Employee Benefits" ("IAS 19").

The actuarial assumptions used to determine the obligations may vary depending on the country. The actuarial estimation is based on usual parameters such as future wage, salary increase rate, life expectancy, staff turnover and inflation rate.

The defined benefit liability equals the present value of the defined benefit obligation after deducting the plan assets. Present value of the defined benefit obligation is determined using present value of future cash disbursements based on interest rates of corporate bonds, in the currency used for benefit payment, and whose term is equal to the average expected life of the defined benefit plan.

According to amended IAS 19, the actuarial gains and losses resulting from adjustments related to experience and changes in actuarial assumptions are now recorded in other comprehensive income (see note 24. Pensions and other long-term employee benefit plans).

#### **v. Deferred income tax**

Deferred tax assets and liabilities are recognized in accordance with IAS 12 "Income Taxes" ("IAS 12") and are based on all temporary book-tax basis differences as of the closing date measured at the tax rates that are expected to apply to the period when the asset is realized or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted by the end of the reporting period.

Deferred tax assets and liabilities are reviewed at each closing date to take into account the effect of any changes in tax laws and in the prospects of recovery.

Deferred income tax assets are recognized for all deductible temporary differences, unused tax credit carry-forwards and unused tax loss carry-forwards, to the extent that it is probable that taxable profit will be available against which the temporary differences can be utilized.

Deferred income tax liabilities are recognized for all taxable temporary differences, except in certain specific circumstances, in accordance with the provisions of IAS 12.

Tax assets and liabilities are not discounted.

#### **w. Financial liabilities**

Financial liabilities are classified, at initial recognition, as:

- financial liabilities at fair value through profit or loss (i.e. instruments held for trading including derivatives not designated as hedging instruments and also instruments designated upon initial recognition at fair value through profit or loss);
- financial debt;
- trade and other payables; or
- derivatives designated as hedging instruments in an effective hedge.

Financial liabilities are recognized initially at fair value and, in the case of loans and borrowings and payables, net of directly attributable transaction costs.

#### **Financial liabilities at fair value through profit or loss**

Financial liabilities are classified as held for trading if they are incurred for the purpose of repurchasing in the near term.

Gains or losses on liabilities held for trading are recognized in the consolidated statement of income.

The Technip Energies Group has not elected to designate any financial liability as at fair value through profit or loss.

#### **Financial debts (Current and non-current)**

Current and non-current financial debts include borrowings and commercial paper programs. After initial recognition, borrowings are measured at amortized cost using the effective interest rate method. Transaction costs are included in the cost of debt on the liability side of the statement of financial position, as an adjustment to the nominal amount of the debt. The difference between the initial debt and redemption at maturity is amortized at the effective interest rate.

#### **Derecognition**

A financial liability is derecognized when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognized in the consolidated statement of income.

#### **x. Current / non-current distinction**

The distinction between current assets and liabilities, and non-current assets and liabilities is based on the operating cycle of contracts. If related to contracts, assets and liabilities are classified as "current"; if not related to contracts, assets and liabilities are classified as "current" if their maturity is less than 12 months or "non-current" if their maturity exceeds 12



## 1.7. Use of critical accounting estimates, judgments and assumptions

The preparation of consolidated financial statements requires management to make certain estimates and assumptions, either at the balance sheet date or during the period that affect the reported amounts of assets and liabilities as well as expenses.

Refer to note 1.6 “Use of critical accounting estimates, judgments and assumptions” in the Technip Energies Group combined financial statements for the year ended December 31, 2020, for a discussion of critical accounting estimates, judgments and assumptions. During the year ended December 31, 2021, there were no changes to identified critical accounting estimates, judgments and assumptions.

Estimates may be revised if the circumstances and the assumptions on which they were based change, if new information becomes available, or as a result of greater experience. Consequently, the actual result from operations may differ from these estimates.

Other disclosures relating to the Technip Energies Group’s exposure to risks and uncertainties include:

- Principles applied in preparing the consolidated financial statements (note 1);
- Market related exposures (note 28).

### a. Judgments

#### Separation and Distribution Agreement

Technip Energies N.V. and TechnipFMC entered into a Separation and Distribution Agreement on January 7, 2021. Pursuant to the Separation and Distribution Agreement, certain transactions have been carried out in the execution of the Spin-off resulting notably in cash transfers between Technip Energies and TechnipFMC as well as some contributions.

In connection with the Separation and Distribution Agreement, Technip Energies N.V. entered on February 10, 2021, into a €1.4 billion senior unsecured Bridge and Revolving Facilities Agreement (the “Facilities Agreement”) between Technip Energies N.V. and T.EN Eurocash SNC with Crédit Agricole Corporate and Investment Bank, as Agent and ESG Coordinator, BNP PARIBAS acting as Coordinator and Documentation Agent and the lenders party thereto. On May 28, 2021, Technip Energies N.V. issued €600 million aggregate principal amount of 1.125% senior unsecured notes due 2028 (the “Notes”) the proceeds of which have been used for general corporate purposes, including the refinancing (which occurred on May 31, 2021) of the €620 million bridge amount drawn under the Facilities Agreement. The Notes were admitted to trading on the regulated market of Euronext Paris.

Impacts of the Spin-off on equity and cash and cash equivalents are presented below:

*(In millions of €)*

<b>Total invested equity as reported as of December 31, 2020</b>	<b>1,825.8</b>
Cash contribution	(532.9)
Receivables and other net asset contributions	(86.3)
<b>Total invested equity after impact of the Separation and Distribution Agreement</b>	<b>1,206.6</b>

*(In millions of €)*

<b>Cash and cash equivalents as reported as of December 31, 2020</b>	<b>3,189.7</b>
Cash contribution	(532.9)
Net cash proceeds from the Facilities Agreement	355.0
Other net cash impacts from intercompany settlements	27.1
<b>Cash and cash equivalents after impact of the Separation and Distribution Agreement</b>	<b>3,038.9</b>

#### Accounting for the merger related goodwill

The €1,453.6 million of goodwill allocated to the TechnipFMC Onshore/Offshore operating segment on the merger date was the direct result of the merger between FMC Technologies and Technip. Because goodwill attributed to the carve-out entity using the parent’s basis is acquisition-specific, it may include synergistic goodwill that the parent entity previously assigned to its other CGU or GCGU that were expected to benefit from the synergies of the business combination. Accordingly, because the Onshore/Offshore operating segment has been carved-out and included in the combined financial statements of the Technip Energies Group, management determined that was most appropriate to include the associated Onshore/Offshore operating segment’s goodwill with the Technip Energies Group.

#### Revenue recognition

The majority of the Technip Energies Group’s revenue is derived from long-term contracts that can span several years. The Technip Energies Group accounts for revenue in accordance with IFRS 15. The unit of account in IFRS 15 is a performance obligation. A contract’s transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. Performance obligations are satisfied over time as work progresses.

A significant portion of total revenue recognized over time primarily relates to a large range of onshore facilities and fixed and floating offshore facilities that involve the design, engineering, manufacturing, construction, and assembly of complex, customer-specific systems. Because of control transferring over time, revenue is recognized based on the extent of progress towards completion of the performance obligation. The selection of the method to measure progress towards completion requires judgment and is based on the nature of the products or services to be provided. The Technip Energies Group generally uses the cost-to-cost measure of progress for its contracts because it best depicts the transfer of control to the customer that occurs as the Technip Energies Group incurs costs on its contracts. Under the cost-to-cost measure of progress, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the total estimated costs at completion of the performance obligation. Revenues, including estimated fees or profits, are recorded proportionally as costs are incurred.

Due to the nature of the work required to be performed on performance obligations, the estimation of total revenue and cost at completion is complex, subject to many variables, and requires significant judgment. It is common for long-term contracts to contain award fees, incentive fees, or other provisions that can either increase or decrease the transaction price. The estimated amounts in the transaction price are included when management believes there is an enforceable right to the modification, the amount can be estimated reliably, and its realization is probable. The estimated amounts are included in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved.

The Technip Energies Group executes contracts with its customers that clearly describe the equipment, systems, and/or services. After analyzing the drawings and specifications of the contract requirements, project engineers estimate total contract costs based on their experience with similar projects and then adjust these estimates for specific risks associated with each project, such as technical risks associated with a new design. Costs associated with specific risks are estimated by assessing the probability that conditions arising from these specific risks will affect total cost to complete the project. After work on a project begins, assumptions that form the basis for the calculation of total project cost are examined on a regular basis and estimates are updated to reflect the most current information and management's best judgment.

Adjustments to estimates of contract revenue, total contract cost, or extent of progress toward completion are often required as work progresses under the contract and as experience is gained, even though the scope of work required under the contract may not change. The nature of accounting for long-term contracts is such that refinements of the estimating process for changing conditions and new developments are continuous and characteristic of the process.

Consequently, the amount of revenue recognized over time is sensitive to changes in estimates of total contract costs. There are many factors, including, but not limited to, the ability to properly execute the engineering and design phases consistent with customers' expectations, the availability and costs of labor and material resources, productivity, and weather, all of which can affect the accuracy of cost estimates, and ultimately, a future profitability.

## **b. Estimates and assumptions**

The preparation of Technip Energies consolidated financial statements requires the use of estimates and assumptions. The management exercises its best judgment based upon its experience and the circumstances prevailing at the time of the reporting. The estimates and assumptions are based on available information and conditions at the end of the year presented and are reviewed on an ongoing basis.

The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date, that have a significant risk of causing a material adjustment to the carrying amount of assets and liabilities within the next financial year relate to income taxes, pension accounting, impairment of non-financial assets and estimates related to fair value for purposes of assessing goodwill for impairment and are described below.

### **Income taxes**

Income tax expense, deferred tax assets and liabilities, and reserves for uncertain tax positions reflect management's best assessment of estimated future taxes to be paid. The Technip Energies Group is subject to income taxes in France and numerous other jurisdictions. Significant judgments and estimates are required in determining the consolidated income tax expense.

In determining the current income tax provision, management assesses temporary differences resulting from differing treatments of items for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which are recorded in the consolidated statement of financial position. When management assesses deductible temporary differences, including those originating from tax losses carried forward, management must assess the probability that these will be recovered through the future taxable income. To the extent management believes recovery is not probable, no deferred tax asset is recognized. Management believes the assessment related to the availability of future taxable income is a critical accounting estimate because it is highly susceptible to change from period to period, requires management to make assumptions about future income over the period of deductible temporary differences, and finally, the impact of increasing or decreasing deferred tax assets is potentially material to the results of operations.

Forecasting future income requires the use of a significant amount of judgment. In estimating future income, management uses internal operating budgets and long-range planning projections. Management develops its budgets and long-range projections based on recent results, trends, economic and industry forecasts influencing the Technip Energies Group's performance, its backlog, planned timing of new product launches and customer sales commitments. Significant changes in management's judgment related to the expected realizability of deductible temporary differences result in an adjustment to the associated deferred tax asset.

The calculation of income tax expense involves dealing with uncertainties in the application of complex tax laws and regulations in numerous jurisdictions in which the Technip Energies Group operates. Management recognizes tax benefits related to uncertain tax positions when, in management's judgment, it is more likely than not that such positions will be sustained on examination, including resolutions of any related appeals or litigation, based on the technical merits. Management adjusts liabilities for uncertain tax positions when its judgment changes as a result of new information previously unavailable. Due to the complexity of some of these uncertainties, their ultimate resolution may result in payments that are materially different from current estimates. Any such differences will be reflected as adjustments to income tax expense in the periods in which they are determined.

IFRIC 23 provides guidance on how to recognize and measure uncertainty over "income tax" treatment as defined by paragraph 5 of IAS 12. The Group analyses all the tax treatments impacting current tax or deferred tax and reported or planned to be reported in income tax filings that could be challenged by the tax authorities. The tax assets and liabilities relating to these uncertain tax treatments are reviewed on a case-by-case basis assuming a full knowledge of the tax authorities and measured at the most probable amount.

For further information, see note 13 to the consolidated financial statements.

## Accounting for pension and other post-retirement benefit plans

The Technip Energies Group's pension and other post-retirement (health care and life insurance) obligations are described in note 24 to the consolidated financial statements.

The determination of the projected benefit obligations of pension and other post-retirement benefit plans are important to the recorded amounts of such obligations in the consolidated statement of financial position and to the amount of pension expense in the consolidated statement of income. To measure the projected benefit obligations of pension and other post-retirement benefit plans and the expense associated with such benefits, management must make a variety of assumptions and estimates, including discount rates used to value certain liabilities, rates of compensation increase, employee turnover rates, retirement rates, mortality rates and other factors. Management updates these assumptions and estimates on an annual basis or more frequently upon the occurrence of significant events. These accounting assumptions and estimates take into account the risk of change due to the uncertainty and difficulty in estimating these measures. Different assumptions and estimates used by management could result in recognition of different amounts of expense over different periods of time.

The discount rate affects the interest cost component of net periodic pension cost and the calculation of the projected benefit obligation. The discount rate is based on rates at which the pension benefit obligation could be effectively settled on a present value basis. Discount rates are derived by identifying a theoretical settlement portfolio of long-term, high quality ("AA" rated) corporate bonds at determination date that is sufficient to provide for the projected pension benefit payments. A single discount rate is determined that results in a discounted value of the pension benefit payments that equate to the market value of the selected bonds. The resulting discount rate is reflective of both the current interest rate environment and the pension's distinct liability characteristics. Significant changes in the discount rate, such as those caused by changes in the yield curve, the mix of bonds available in the market, the duration of selected bonds and the timing of expected benefit payments, may result in volatility in pension expense and pension liabilities.

Due to the specialized and statistical nature of these calculations which attempt to anticipate future events, management engages third-party specialists to assist in evaluating assumptions as well as appropriately measuring the costs and obligations associated with these pension and other post-retirement benefits.

The actuarial assumptions and estimates made by management in determining pension and other post-retirement benefit obligations may materially differ from actual results as a result of changing market and economic conditions and changes in plan participant assumptions. While management believes the assumptions and estimates used are appropriate, differences in actual experience or changes in plan participant assumptions may materially affect the Technip Energies Group's financial position or results of operations.

### Impairment of non-financial assets

Property, plant and equipment and identifiable intangible assets being amortized are reviewed for impairment whenever events or changes in circumstances indicate the carrying amount of the non-financial assets may not be recoverable. The carrying amount of a non-financial asset is not recoverable if it exceeds the recoverable amount determined as the higher of an asset's fair value less costs of disposal and its value in use. If it is determined that an impairment loss has occurred, the loss is measured as the amount by which the carrying amount of the non-financial asset exceeds its recoverable amount. The determination of future value in use as well as the estimated fair value of non-financial assets involves significant estimates on the part of management. Because there usually is a lack of quoted market prices for non-financial assets, fair value of impaired assets is typically determined based on the present values of expected future cash flows using discount rates believed to be consistent with those used by principal market participants or based on a multiple of operating cash flow validated with historical market transactions of similar assets where possible. The expected future cash flows used for impairment reviews and related fair value calculations are based on judgmental assessments of future productivity of the asset, operating costs and capital decisions and all available information at the date of review. If future market conditions deteriorate beyond current expectations and assumptions, impairments of non-financial assets may be identified if management concludes that the carrying amounts are no longer recoverable.

Refer to notes i) Property, plant and equipment and k) Intangible assets for estimates and accounting policies relevant to those assets.

### Impairment of goodwill

Goodwill represents the excess of cost over the fair market value of net assets acquired in business combinations. Goodwill is not subject to amortization but is tested for impairment at the level of CGU or GCGUs the goodwill has been allocated to, on an annual basis, or more frequently if impairment indicators arise. Management has established September 30 as the date of its annual test for impairment of goodwill. Management identifies a potential impairment by comparing the recoverable amount of the applicable CGU or GCGUs to its carrying amount, including goodwill. If the carrying amount exceeds the recoverable amount of the applicable CGU or GCGUs, management measures the impairment by comparing the carrying value of the CGU or GCGUs to its recoverable amount. CGUs with goodwill are tested for impairment using a quantitative impairment test.

Determining the recoverable amount of CGUs is judgmental in nature and involves the use of significant estimates and assumptions. Management estimates the recoverable amount of the Technip Energies Group CGUs using a discounted future cash flow model. The majority of the estimates and assumptions used in a discounted future cash flow model on a pre-tax basis involve unobservable inputs reflecting management's own assumptions about the assumptions market participants would use in estimating the fair value of a business. These estimates and assumptions include revenue growth rates and operating margins used to calculate projected future cash flows, discount rates and future economic and market conditions. The estimates are based upon assumptions believed to be reasonable, but which are inherently uncertain and unpredictable and do not reflect unanticipated events and circumstances that may occur.

A lower recoverable amount estimate in the future for any of the Technip Energies Group's CGUs could result in a goodwill impairment. Factors that could trigger a lower recoverable amount estimate include sustained price declines of the CGUs' products and services, cost increases, regulatory or political environment changes, changes in customer demand, and other changes in market conditions, which may affect certain market participant assumptions used in the discounted future cash flow model based on internal forecasts of revenues and expenses over a specified period plus a terminal value (the income approach).

The income approach estimates recoverable amount by discounting each CGU's estimated future cash flows using a weighted-average cost of capital that reflects current market conditions and the risk profile of CGU's. To arrive at future cash flows, management uses estimates of economic and market assumptions, including growth rates in revenues, costs, estimates of future expected changes in operating margins, tax rates and cash expenditures. Future revenues are also adjusted to match changes in the Technip Energies Group business strategy. Management believes this approach is an appropriate valuation method and utilizes this approach in determining the CGUs valuations.

Refer to note 14 to the consolidated financial statements for additional information related to goodwill impairment testing during the periods presented.

### **c. Estimates and assumptions related to climate matters**

The Company has considered climate related matters in the preparation of its financial statements. Technip Energies' positioning, acting as a leading Engineering & Technology company dedicated to the energy transition is by essence at the center of these growing global challenges. As of December 31, 2021, risks associated to global warming did not have material impacts on estimates and assumptions used for the assessment the Company's assets and liabilities mostly for the following reasons:

- The Group is playing a strategic role in accompanying its clients on their path to net-zero emissions. By benefiting from the strength of its operating model, its capacity to deliver complex projects, and its ability of technological differentiation, the Group offers a full range of design and project development services to its customers and has key capabilities which are deployed throughout the energy landscape.
- Technip Energies is confident that changes induced in both customers and markets will constitute opportunities for which the Group is well positioned.
- Considering the Group specific asset light operating model, climate-related matters did not lead to review estimated residual values and expected useful lives of the Group's assets. This furthermore explains why none of the Group's assets is currently forecasted to bear subsequent major expenditures to cope with obsolescence or new legal restrictions.
- Technip Energies generally acts as a contractor and it is expected that the current portfolio and positioning will evolve with the energy transition unfolding landscape. The profile of our projects and services will be directly impacted by our clients' evolving investments to transform energy production infrastructure to meet environmental targets and answer the needs of reducing global warming and greenhouse gas emission.

Climate change related matters did not have significant impacts on reported amounts of the Group's assets and liabilities as discussed below as well as assets and liabilities that may be recognized in the future.

### **Property, plant and equipment and leased assets**

Due to its core business model, the Company does not own material tangible assets. As of December 31, 2021, Property, plant and equipment as well as leased assets are essentially made of real estate offices, not impacted by climate change risks in an imminent manner in contrast to high CO2 emitting industrial assets. Consequently, their carrying values have not been subject to any impairment nor their residual useful lives reviewed. Nevertheless, the Group is engaged in an assessment process to fully review its assets portfolio on energy performance, carbon footprint and localization risk in 2022 to define an appropriate action plan. Our major properties will undergo a dedicated evaluation process to assess needs for investments as well as choosing label and certification objectives. The Group's ambition to play a decisive role in the energy transition can be illustrated with its new headquarter inaugurated in 2021, representing the major asset leased at year-end. This environmental benchmark echoes Technip Energies' leading role in the energy transition through its design, construction, composition and demanding environmental approach and fits with the Company's new energy transition positioning.

### **Intangible assets**

As of December 31, 2021, the Group intangible assets net book value amounts to €97.8 million and is mostly composed of internally generated Research and Development costs as well as Licenses, Patents, Trademarks and software. These assets are either reflecting Technip Energies continuous innovation efforts and investments made in the energy transition fields or assets not impacted by climate change matters and for which estimated residual value and expected useful lives of assets have not been reviewed.

### **Impairment of goodwill**

Climate change related matters have been considered in the Group's impairment test campaign performed on goodwill and have been reflected, when management has deemed it relevant, in the valuation parameters. Due to its specific positioning, the Group has mostly modelled these evolutions in its analysis on the estimate of future cash flows considering that other adjustments of parameters would not be relevant as of today or are already embedded in the core hypothesis of our business plan, correctly depicting any potential impacts. Flows considered are fully aligned with the Group strategy, with the consideration of a growing share of energy transition projects reflecting the materialization of studies being executed by the Group. Forecasts take into consideration energy transition regulation, the Company's engagement to the markets and most importantly, the cost impact of future developments and model adaptation, notably through the increased budgets allocated to R&D programs to improve our technology and product offering.

### **Income Taxes**

Climate related matters are taken into consideration when assessing the recognition of deferred tax assets. As of December 31, 2021, deferred tax assets recognized in the Group's consolidated statement of financial position for € 165.0 million on deductible temporary differences, unused tax losses and unused tax credits are expected to be offset against future taxable profits that are not subject to climate-related matters, in accordance with the assumptions of the Group's Business plan.

## **Provisions**

As described above the Group has considered climate related matters in its financial statements. Technip Energies does not hold significant industrial assets, accordingly management does not expect any material change in known regulatory and external environment that could affect the Group nor any contract becoming loss-making due to increased cost of production or restructuring planned to meet a climate risk target. Therefore, no additional provision has been accounted as a result of the transition to a lower carbon economy.

## **Debt**

As described in “note 22 - Debt (long and short-term)” of the consolidated financial statements, the majority of the Company’s financial debt as of December 31, 2021 is made of the senior unsecured Notes and the commercial paper borrowings. In addition, we have the ability to access financing through our Revolving Facility, with an available capacity reduced by any outstanding commercial paper. The terms and conditions of our financing agreements do not include climate-friendly covenants or objectives, except for the Revolving Facility, the applicable margin for which is adjusted based on the successful completion by the Company of the three ESG key performance indicators defined in the facility agreement. As of today, the Revolving Facility remains undrawn, the financial cost associated with the facility is therefore immaterial.

## **Share-Based compensation**

As described in “Note 8 – Share-based compensation” of the consolidated financial statements, the Compensation Committee of the Board of Directors has granted certain employees, senior executives and Directors or Officers performance stock units that vest subject to achieving satisfactory performances. Beginning 2022, the performance shares program will be partially based on three weighted ESG indicators. One of this indicator is a climate-friendly objective, the decrease of scope 1 and 2 of greenhouse gas emissions of 25% between 2019 and 2025.

This new performance indicator is in line with the Company’s new energy transition strategy.

## **Note 2. Changes in the scope of consolidation**

### **Year ended December 31, 2021**

On April 27, 2021, the Technip Energies Group’s participation in Inocean AS was increased to 100% by acquiring the remaining 49% of Inocean AS that the Group did not already own for €2.0 million. Inocean AS was already fully consolidated. The carrying amount of non-controlling interest, at the date of acquisition, was €0.5 million.

The Group did not have any other significant acquisitions and divestitures during the twelve months ended December 31, 2021.

### **Year ended December 31, 2020**

Technip Energies Group did not have any significant acquisitions and divestitures during the year ended December 31, 2020.

### **Year ended December 31, 2019**

Technip Energies Group did not have any significant acquisitions and divestitures during the year ended December 31, 2019.

**Note 3. Segment information**

In the periods presented here, the Chief Executive Officer reviewed and evaluated the Technip Energies Group operating performance to make decisions about resource to be allocated and has been identified as the Chief Operating Decision Maker (“CODM”). Utilizing the internal reporting information provided to the CODM, the Technip Energies Group has changed, in 2021, the structure of its internal organization and defined two segments designated as Projects Delivery and Technology, Products and Services. The assessment of the operating segment’s performance is based on the Group’s EBIT.

Statements of income information by segment are as follows:

	<b>December 31, 2021</b>			
	<b>Project Delivery</b>	<b>Technology, Products &amp; Services</b>	<b>Corporate/non allocable</b>	<b>Total</b>
<i>(In millions of €)</i>				
<b>Revenue</b>	<b>5,132.5</b>	<b>1,301.2</b>	<b>—</b>	<b>6,433.7</b>
<b>EBIT (profit (loss) before financial expenses, net and income tax)</b>	<b>529.2</b>	<b>118.0</b>	<b>(58.1)</b>	<b>589.1</b>

	<b>December 31, 2020</b>			
	<b>Project Delivery</b>	<b>Technology, Products &amp; Services</b>	<b>Corporate/non allocable</b>	<b>Total</b>
<i>(In millions of €)</i>				
<b>Revenue</b>	<b>4,687.9</b>	<b>1,060.6</b>	<b>—</b>	<b>5,748.5</b>
<b>EBIT (profit (loss) before financial expenses, net and income tax)</b>	<b>547.9</b>	<b>62.5</b>	<b>(92.8)</b>	<b>517.6</b>

For the year ended 2019, the Technip Energies business reported under a unique operating segment “Onshore/Offshore” within TechnipFMC’ segment information, in accordance with the internal reporting information provided to the CODM prior to the Spin-Off. The cost to restate the historical information for the 2019 period with Technip Energies business segments would be excessive, thus has not been performed. For the periods presented above, in the old basis of presentation, the whole information disclosed would have been reported under the Onshore/Offshore operating segment.

During the years ended December 31, 2021 and 2020, revenue from Arctic LNG 2 exceeded 10% of Technip Energies’ consolidated revenue. During the year ended December 31, 2019, revenue from Yamal LNG exceeded 10% of Technip Energies’ consolidated revenue.

Statements of financial position by segment are as follows:

	<b>December 31, 2021</b>			
	<b>Project Delivery</b>	<b>Technology, Products &amp; Services</b>	<b>Corporate/non allocable</b>	<b>Total</b>
<i>(In millions of €)</i>				
<b>TOTAL ASSETS</b>	<b>2,697.8</b>	<b>1,091.5</b>	<b>4,590.0</b>	<b>8,379.3</b>

	<b>December 31, 2020</b>			
	<b>Project Delivery</b>	<b>Technology, Products &amp; Services</b>	<b>Corporate/non allocable</b>	<b>Total</b>
<i>(In millions of €)</i>				
<b>TOTAL ASSETS</b>	<b>2,813.4</b>	<b>920.3</b>	<b>4,140.2</b>	<b>7,873.9</b>



**Note 4. Revenue****4.1. Principal revenue generating activities**

As one of the largest E&T Group by revenue, Technip Energies Group offers what it characterizes as a full range of design and project development services to its customers spanning the downstream value chain, from early engagement technical consulting through final acceptance testing.

The Group's offering to its clients consists of Project Delivery, and Technology, Products and Services. Technip Energies Group business focuses on the study, engineering, procurement, construction, and project management of the entire range of onshore and offshore facilities related to gas monetization, refining, and chemical processing from biofuels and hydrocarbons.

The majority of the Technip Energies Group revenue is from long-term contracts associated with designing and manufacturing products and systems and providing services to customers involved in the energy sector.

Many of these contracts provide a combination of engineering, procurement, construction, project management and installation services, which may last several years. Management has determined that contracts of this nature have generally one performance obligation. In these contracts, the final product is highly customized to the specifications of the field and the customer's requirements. Therefore, the customer obtains control of the asset over time, and thus revenue is recognized over time.

Therefore, the customer obtains control of the asset over time, and thus revenue is recognized over time. These customized products do not have an alternative use for the Group and the Group has an enforceable right to payment plus reasonable profit for performance completed to date.

**4.2. Disaggregation of revenue**

The Technip Energies Group disaggregates revenue by geographic location as follows:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
Europe & Russian Federation	3,592.5	2,754.7	2,603.9
Africa & Middle East	1,394.0	1,172.6	1,445.1
Asia Pacific	867.9	960.2	1,023.1
Americas	579.3	861.0	696.6
<b>TOTAL REVENUE</b>	<b>6,433.7</b>	<b>5,748.5</b>	<b>5,768.7</b>

**4.3. Contract balances**

The timing of revenue recognition, billings and cash collections results in billed accounts receivable, revenues in excess of billings on uncompleted contracts (contract assets), and billings in excess of revenues on uncompleted contracts (contract liabilities) on the consolidated statement of financial position.

Contract Assets - Previously disclosed as revenue in excess of billings on uncompleted contracts, contract assets include unbilled amounts typically resulting from sales under long-term contracts when revenue is recognized over time and revenue recognized exceeds the amount billed to a customer, and right to payment is not just subject to the passage of time. Amounts may not exceed their net realizable value. Contract Assets are generally classified as current.

Contract Liabilities - The Group often receives advances or deposits from its customers, before revenue is recognized, resulting in contract liabilities.

The following table provides information about net contract assets (liabilities) as of December 31, 2021 and 2020:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>Change</b>	<b>% change</b>
Contract assets	331.8	271.8	60.0	22%
Contract (liabilities)	(3,206.5)	(3,025.4)	(181.1)	6%
<b>NET LIABILITIES</b>	<b>(2,874.7)</b>	<b>(2,753.6)</b>	<b>(121.1)</b>	<b>4%</b>

The portion of Contract Liabilities related to Yamal LNG Plant as of December 31, 2021 was €344.1 million and €690.9 million in 2020.

The increase in our contract assets from December 31, 2020, to December 31, 2021, was primarily due to the timing of milestones.

The increase in contract liabilities was primarily due to additional cash received, excluding amounts recognized as revenue during the period.

In order to determine revenue recognized in the period from contract liabilities, the Group allocates revenue to the individual contract liability balance outstanding at the beginning of the period until the revenue exceeds that balance. Revenue recognized for the years ended December 31, 2021 and 2020 that were included in the contract liabilities balance at December 31, 2020 and 2019 was €2,016.8 million and €1,473.3 million, respectively.

Revenue recognized for the years ended December 31, 2021, 2020 and 2019 from the Technip Energies Group's performance obligations satisfied in previous periods had a favorable impact of €434.0 million, €432.1 million and €727.0 million, respectively. This primarily relates to changes in the estimate of the stage of completion.

#### 4.4. Transaction price allocated to the remaining unsatisfied performance obligations

Remaining unsatisfied performance obligations (“backlog”) represent the transaction price for products and services for which we have an enforceable right but work has not been performed. Transaction price of the backlog includes the base transaction price, variable consideration, and changes in transaction price. The backlog table does not include contracts for which we recognize revenue at the amount to which we have the right to invoice for services performed. The transaction price of backlog related to unfilled, confirmed customer orders is estimated at each reporting date. As of December 31, 2021 and 2020, the aggregate amount of the transaction price allocated to backlog was €15,916.9 million and €11,490.8 million, respectively.

The following table details the backlog as of December 31, 2021:

<i>(In millions)</i>	<b>December 31, 2022</b>	<b>December 31, 2023</b>	<b>December 31, 2024+</b>
<b>Total remaining unsatisfied performance obligations</b>	<b>6,225.5</b>	<b>4,199.4</b>	<b>5,492.0</b>

The following table details the backlog as of December 31, 2020:

<i>(In millions)</i>	<b>December 31, 2021</b>	<b>December 31, 2022</b>	<b>December 31, 2023+</b>
<b>Total remaining unsatisfied performance obligations</b>	<b>5,718.4</b>	<b>3,326.7</b>	<b>2,445.7</b>

**Note 5. Impairment, restructuring and other expense**

Impairment, restructuring and other expense is detailed as follows:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
Impairment costs	(0.1)	(9.0)	(3.4)
Restructuring costs	(3.4)	(26.6)	(37.4)
Separation costs	(28.3)	(17.4)	(36.8)
Other (expense) income	(0.2)	(43.3)	(15.2)
<b>TOTAL IMPAIRMENT, RESTRUCTURING AND OTHER EXPENSE</b>	<b>(32.0)</b>	<b>(96.3)</b>	<b>(92.8)</b>

**Goodwill and property, plant and equipment impairments**

During the year ended December 31, 2021, no significant events occurred which might have caused to impair the carrying amount of property, plant and equipment owned. Impairment tests regarding goodwill and other intangible assets also did not give rise to any impairment.

**Restructuring costs**

During the year ended December 31, 2021, amongst restructuring costs, €3.8 million are related to severance provisions and €0.4 million to release of provision on facility costs (mainly early lease termination and relocation).

**Separation costs**

Separation costs related expenses include fees and expenses associated with the separation transaction (“the Spin-off”). The costs include legal and tax advice expenses, consulting services and other separation activities related costs.

**Other**

As of December 31, 2020, other included €43.3 million of COVID-19 related expense. As of December 31, 2019, other included €15.2 million of merger transaction and integration costs.

**Note 6. Other income and expense (net)**

Total other income and expense, net is as following:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
Foreign currency gain (loss)	4.9	(1.6)	(13.2)
Reinsurance income (expense)	7.9	—	4.3
Net gain (loss) from disposal of property, plant and equipment and intangible assets	0.9	(0.7)	(0.8)
Other	1.3	0.4	(29.0)
<b>TOTAL OTHER INCOME AND EXPENSE, NET</b>	<b>15.0</b>	<b>(1.9)</b>	<b>(38.7)</b>

**Note 7. Earnings per share**

Diluted earnings per share are computed in accordance with accounting principles described in note 1.

Reconciliation between earnings per share before dilution and diluted earnings per share is as follows:

<i>(In millions of €, except per share data)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
Net profit (loss) attributable to Technip Energies	244.6	206.8	146.3
<b>Weighted average number of ordinary shares outstanding</b>	<b>178,573,624</b>	<b>179,813,880</b>	<b>179,813,880</b>
Effect of dilutive instruments	1,755,214	—	—
<b>Weighted average number of diluted shares outstanding</b>	<b>180,328,838</b>	<b>179,813,880</b>	<b>179,813,880</b>
<b>Earnings (loss) per share attributable to Technip Energies</b>			
Basic earnings (loss) per share attributable to Technip Energies	€ 1.37	€ 1.15	€ 0.81
Diluted earnings (loss) per share attributable to Technip Energies	€ 1.36	€ 1.15	€ 0.81

For December 31, 2020 and 2019, Earnings per share has been calculated for indicative purposes using 179,813,880, shares which was the number of shares outstanding on February 16, 2021, the day on which 50.1% of the shares of the Group were distributed to the shareholders of TechnipFMC. The Group was previously wholly owned by TechnipFMC.

Diluted earning (loss) per share is determined by dividing net profit (loss) attributable to Technip Energies by the combination of the weighted average number of ordinary shares outstanding during the period and the dilutive effect of performance shares. Stock options which are “out of the money” are not dilutive.

In 2021, the average annual share price amounted to €12.23 and the closing price to €12.82.

**Note 8. Share-based compensation**

The expense related to compensation based on performance shares (“**Performance Shares**”) and stock options granted to employees and board members, is recorded in the consolidated statement of income for €17.3 million, €25.0 million and €26.8 million as of December 31, 2021, 2020 and 2019 respectively.

**8.1. Performance and restricted shares**

**a. 2021 Performance shares program under the Technip Energies N.V. Incentive Award Plan**

The Compensation Committee of the Board of Directors, at its Meeting of February 22, 2021, established the terms and conditions of the 2021 Performance shares program (the “2021 Program”) under and pursuant to the terms of the Technip Energies N.V. Incentive Award Plan (the “Plan”). The 2021 Program provides for the allocation of Performance Shares granted in either the form of performance stock units (“PSUs”) or restricted stock units (“RSUs”). The 2021 Program (and the RSUs and PSUs granted thereunder) are administered under, and in accordance with the terms of, the Plan.

In addition, on February 22, 2021, the Compensation Committee delegated to the Chief Executive Officer the decision to implement the granting of Performance Shares under the 2021 Program. Performance Shares were allocated by the Chief Executive Officer under the 2021 Program pursuant to his decision dated April 15, 2021.

Under the 2021 Program, €21.0 million were authorized for awards. A first grant of 1,608,718 shares (representing €19.0 million at €11.81 per share) was made on April 15, 2021. A second grant of 149,316 shares (representing €1.9 million at €12.54 per share) was made on September 15, 2021.

Performance Shares generally vest after three years of service.

Share-based compensation expense is recognized ratably over the vesting period. Exceptions to the service period are the death or disability of the employee upon which vesting accelerates.

The Compensation Committee of the Board of Directors has granted certain employees, senior executives and Directors or Officers PSUs that vest subject to achieving satisfactory performances and/or RSUs that vest subject to continuous presence within the Group. Performance is based on Total Shareholder Return (“**TSR**”) of Technip Energies against the TSRs of a peer group of companies.

The fair value of such PSUs is estimated using a Monte Carlo simulation model, whereas RSUs’ fair value is based on the closing stock price at the grant date.

**b. Amendment to plans**

In fiscal years 2020, 2019 and 2018, Technip Energies Group employees participated in TechnipFMC’s share-based payment programs.

In connection with the Spin-off and pursuant to the terms of the Employee Matters Agreement entered into between Technip Energies and TechnipFMC (the “Employee Matters Agreement”):

- The rules of the TechnipFMC PSUs and TechnipFMC RSUs granted in June 2018 and November 2018 were amended. The modifications were related to their vesting date which was accelerated to February 2, 2021. The TechnipFMC PSUs were vested at 25% of target value, based on actual 2018-2020 performance and the RSUs were vested in full.
- It was resolved to grant Technip Energies employees RSUs to replace the value of unvested TechnipFMC RSUs and PSUs. The number of RSUs with respect to Technip Energies shares was determined by multiplying the number of TechnipFMC shares subject to the award (for PSUs, based on the target number of shares) by an adjustment ratio. Vesting dates for the replacement grants are the same as the original grants, and PSUs are replaced with Technip Energies RSUs.

## 8.2. Stock options

### a. Amendment to plans

In fiscal years 2019 and 2018 Technip Energies Group employees were granted TechnipFMC stock options.

In connection with the Spin-off and pursuant to the terms of the Employee Matters Agreement it was resolved to grant Technip Energies employees stock options to replace the value of unvested TechnipFMC stock options. The number of options with respect to Technip Energies shares was determined by multiplying the number of TechnipFMC shares subject to the award by an adjustment ratio. Vesting dates for the new grants are the same as the original grants.

## Note 9. Investment in equity affiliates, joint ventures and other projects construction entities (Yamal)

### 9.1. Investment in equity affiliates and joint ventures

The carrying amounts of the Technip Energies Group's equity affiliates and joint ventures accounted for under the equity method amounted to €75.4 million and €39.8 million as of December 31, 2021 and December 31, 2020, respectively.

Main equity investments were as follows as of December 31, 2021, and December 31, 2020:

<i>(In millions of €, except %)</i>	Place of business/incorporation	December 31, 2021		December 31, 2020	
		Percentage owned	Carrying value	Percentage owned	Carrying value
ENI Coral FLNG	Mozambique, France	50.0%	45.5	50.0%	2.5
BAPCO Sitra Refinery	Bahrain	36.0%	-	36.0%	0.0
Novarctic	France, Russian Federation	33.3%	-	33.3%	0.0
NFE	Qatar, France, Japan	50.0%	2.0	N/A	0.0
Others		N/A	27.9	N/A	37.3
<b>TOTAL</b>			<b>75.4</b>		<b>39.8</b>

ENI Coral FLNG is an affiliated company in the form of a joint venture between Technip Energies, JGC Corporation, Samsung Heavy Industries and TechnipFMC, all partners in the TJS Consortium. ENI Coral FLNG was formed in 2017 when awarded a contract for the Engineering, Procurement, Construction, Installation, Commissioning and Startup of the Coral South FLNG facility. The 50.0% investment has been accounted using the equity method.

BAPCO Sitra Refinery is an affiliated company in the form of a joint venture between Technip Energies and Samsung Engineering and Técnicas Reunidas. BAPCO Sitra Refinery was formed in 2018 when awarded a contract from Bahrain Petroleum Company for the BAPCO Modernization Program (BMP) for the expansion of the capacity of the existing Sitra oil refinery in Bahrain's Eastern coast. The 36.0% investment has been accounted using the equity method.

Novarctic is an affiliated company in the form of a joint venture between Technip Energies, Saipem and Nipigas. The entity was formed in 2019 when awarded a contract from Novatek for three liquefied natural gas (LNG) trains to manage the construction located in the Gydan peninsula in West Siberia, Russia. The 33.3% investment has been accounted using the equity method.

With our partner Chiyoda Corporation, Technip Energies was awarded a contract from Qatar Petroleum for the onshore facilities of the North Field East Project for four liquefied natural gas (LNG) trains and associated utility facilities (NFE Project). To carry-out our performance obligation under the contract, various legal companies and arrangements have been established, some of which qualify as joint operations according to IFRS 11 and are accounted at our proportionate share of such operations and others are joint-ventures which are accounted using the equity method.

The Technip Energies Group's total net profit from equity affiliates and joint ventures was €33.1 million, €4.0 million and €2.9 million as of December 31, 2021, 2020 and 2019, respectively.

The Technip Energies Group's dividends received from equity affiliates and joint ventures was nil as of December 31, 2021 and was €4.0 million and €2.9 million as of December 31, 2020 and 2019 respectively.

The summarized financial information (at 100%) of these investments in joint ventures and associates is presented below for all entities as well as separately for the three major equity investments:

Summarized statement of financial position:

<i>(In millions of €)</i>	<b>Total for all JVs and associates</b>		<b>Bapco, Coral and Novarctic only</b>	
	<b>December 31,</b>	<b>December 31,</b>	<b>December 31,</b>	<b>December 31,</b>
	<b>2021</b>	<b>2020</b>	<b>2021</b>	<b>2020</b>
<b>DATA AT 100%</b>				
Non-current assets	50.5	56.6	17.6	23.3
Other current assets	556.3	468.7	482.4	361.5
Cash and cash equivalents	1,275.8	1,164.5	1,084.0	1,023.1
Total current assets	1,832.1	1,633.2	1,566.4	1,384.6
Total non-current liabilities	20.3	21.5	3.2	5.8
Total current liabilities	1,676.8	1,519.0	1,500.9	1,403.0
<b>Net assets at 100%</b>	<b>185.5</b>	<b>149.3</b>	<b>79.9</b>	<b>(0.9)</b>
Net assets attributable to Technip Energies Group	59.8	25.5	41.5	0.5
Negative investments reclassification	15.6	14.3	4.0	2.0
<b>Investments in equity affiliates</b>	<b>75.4</b>	<b>39.8</b>	<b>45.5</b>	<b>2.5</b>

Summarized statement of total comprehensive income:

<i>(In millions of €)</i>	<b>Total for all JVs and associates</b>			<b>Bapco, Coral and Novarctic only</b>		
	<b>December 31,</b>	<b>December 31,</b>	<b>December 31,</b>	<b>December 31,</b>	<b>December 31,</b>	<b>December 31,</b>
	<b>2021</b>	<b>2020</b>	<b>2019</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>
<b>DATA AT 100%</b>						
Revenue	1,733.3	1,344.4	1,464.5	1,462.6	1,327.0	1,454.8
Depreciation and amortization	(3.3)	(3.3)	(0.4)	(2.3)	(2.9)	(0.3)
Financial income	25.1	60.3	8.8	19.2	59.3	7.4
Financial expense	(30.7)	(44.3)	(25.0)	(28.0)	(43.8)	(23.6)
Income tax (expense)/profit	4.1	(2.8)	(1.8)	2.1	(2.9)	(0.7)
Net profit (loss)	<b>63.1</b>	<b>14.6</b>	<b>4.9</b>	<b>64.1</b>	<b>16.9</b>	<b>(2.4)</b>
Other comprehensive income	2.9	(16.3)	1.7	(0.4)	0.2	0.1
<b>TOTAL COMPREHENSIVE INCOME (LOSS)</b>	<b>66.0</b>	<b>(1.7)</b>	<b>6.6</b>	<b>63.7</b>	<b>17.1</b>	<b>(2.3)</b>

## 9.2 Other projects construction entities: Yamal

Various contract entities were established with our partners to execute the design, engineering and construction of the Yamal LNG project. Yamal entities total assets, liabilities and equity related to these entities are consolidated in the consolidated statement of financial position and results of operations of Technip Energies (refer to note 26 for additional information regarding Yamal redeemable financial liability fair value measurement). Yamal LNG contribution to the consolidated revenue is presented below:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
<b>Revenue</b>	<b>454.8</b>	<b>396.9</b>	<b>1,396.7</b>

**Note 10. Financial income (expense)**

Total financial income is as follows for the years ended December 31, 2021, 2020 and 2019:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
Interest income	13.8	24.5	65.2
Financial income related to long-term employee benefit plan	-	0.1	-
Other financial income	2.8	0.2	-
<b>TOTAL FINANCIAL INCOME</b>	<b>16.6</b>	<b>24.8</b>	<b>65.2</b>

Interest income reaches €13.8 million, €24.5 million and €65.2 million as of December 31, 2021, 2020 and 2019 respectively. The variation is mainly caused by the Yamal project for which the average deposit amount and interest rate have kept decreasing between December 2019 and December 2021.

Other financial income includes fair value through profit and loss of quoted equity instruments for €2.1 million, as of December 31, 2021.

Total financial expense is as follows for the years ended December 31, 2021, 2020 and 2019:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
Interest expense	(19.4)	(11.6)	(14.5)
Financial expense related to long-term employee benefit plan	(1.1)	(1.3)	(2.5)
Redeemable financial liability fair value measurement	(182.9)	(177.2)	(377.9)
Other financial expense	(15.0)	(18.8)	(5.1)
<b>TOTAL FINANCIAL EXPENSE</b>	<b>(218.4)</b>	<b>(208.9)</b>	<b>(400.0)</b>

Total financial expense is mainly composed of €182.9 million, €177.2 million and €377.9 million as of December 31, 2021, 2020 and 2019 respectively related to the Yamal redeemable financial liability fair value measurement (Note 26).

Interest expenses includes lease interest for €5.8 million, €7.7 million and €12.9 million as of December 31, 2021, 2020 and 2019 respectively.

Other financial expense includes fair value through profit and loss of quoted equity instruments for €8.1 million and €6.8 million as of December 31, 2021 and 2020 respectively.

**Note 11. Expenses by nature**

**Operating expenses by nature**

Total operating expenses by nature are as following:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
Wages, salaries and other pension costs	(1,195.3)	(1,064.6)	(975.0)
Depreciation and amortization	(116.9)	(121.4)	(134.8)
Merger transaction and integration costs	—	—	(15.2)
Purchases, external charges and other expenses	(4,565.5)	(4,048.9)	(3,973.4)
<b>TOTAL COSTS AND EXPENSES</b>	<b>(5,877.7)</b>	<b>(5,234.9)</b>	<b>(5,098.4)</b>

**Note 12. Payroll staff**

As of December 31, 2021 and 2020 the Technip Energies Group employed 15,586 and 14,657 full-time employees respectively.

**Note 13. Income taxes**

**13.1. Income tax expense**

Technip Energies N.V. is incorporated in the Netherlands. However, for income tax purposes Technip Energies N.V. is resident in France where its effective place of management is located and where some of its main entities operate. Therefore, Technip Energies N.V. earnings are subject to tax at the French statutory tax rate of 28.41% (vs 32.02% in 2020 and 34.43% in 2019).

The following table provides details of income taxes, including deferred taxes, for 2021, 2020 and 2019 :

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
Current income tax credit (expense)	(157.3)	(82.6)	(333.6)
Deferred income tax credit (expense)	30.6	(30.8)	148.4
<b>Income tax credit (expense) as recognized in the consolidated statement of income</b>	<b>(126.7)</b>	<b>(113.4)</b>	<b>(185.2)</b>
Deferred income tax related to items booked directly to opening equity	5.4	14.9	15.1
Deferred income tax related to items booked directly to opening equity - other	(0.3)	(7.7)	—
Deferred income tax related to items booked to equity during the year	0.5	(1.8)	(0.2)
<b>Income tax credit (expense) as recognized in consolidated statement of other comprehensive income</b>	<b>5.6</b>	<b>5.4</b>	<b>14.9</b>

Current income tax includes mainly corporate income tax due in the jurisdictions where the Group operates, but also local state taxes and other contributions assimilated to income tax such as the Italian IRAP or the French CVAE. It also includes taxes withheld on foreign source income when they are not creditable against income tax.

**13.2. Income tax reconciliation**

The reconciliation between taxes calculated using the statutory tax rate applicable to Technip Energies and the amount of tax effectively recognized in the statement of income is as follows:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
Net profit (loss)	260.6	220.1	153.2
Income tax expense/(profit)	(126.7)	(113.4)	(185.2)
<b>Profit (loss) before income tax</b>	<b>387.3</b>	<b>333.5</b>	<b>338.4</b>
At Technip Energies' statutory income tax rate <sup>(1)</sup>	(110.0)	(106.8)	(116.6)
Difference between Technip Energies N.V. and Affiliates tax rates	6.5	3.1	—
Non creditable foreign taxes	(13.4)	—	—
Lump Sum taxes classified as income taxes	(9.1)	—	—
Non-deductible expenses for tax purposes <sup>(2)</sup>	(2.4)	(25.0)	(21.8)
Non-deductible legal provision	—	—	(6.4)
Net change in tax contingencies	(0.5)	(10.3)	5.1
Adjustments on prior year taxes	4.3	(2.3)	(1.6)
Net change in deferred tax assets recognized	2.9	30.6	(34.1)
Share in income from equity affiliates	(0.5)	—	—
IFRS adjustment with no tax impact	(4.4)	—	—
Deferred tax adjustment related to change in tax rate	0.2	(1.6)	(8.8)
Other adjustments	(0.3)	(1.1)	(1.0)
<b>Effective income tax credit (expense)</b>	<b>(126.7)</b>	<b>(113.4)</b>	<b>(185.2)</b>
Effective tax rate	32.7%	34.0%	54.7%
<b>Income tax credit (expense) as recognized in the consolidated statement of income</b>	<b>(126.7)</b>	<b>(113.4)</b>	<b>(185.2)</b>

(1) The tax rate used for the purpose of the income tax expense reconciliation was 28.41% in 2021, 32.02% in 2020 and 34.43% in 2019. The rate corresponds to the statutory rate in France where the parent company is tax resident, as well as many other of the Group's entities.

(2) Formerly Other non-deductible expenses.



### 13.3. Deferred income tax

Significant components of deferred tax assets and liabilities are shown in the following table:

<i>(In millions of €)</i>	As of December 31, 2020	Recognized in Statement of Income	Recognized in Statement of OCI	Net foreign exchange difference	Other	As of December 31, 2021
Losses and tax credit carryforwards (formerly Net operating loss carryforwards)	7.2	28.1	—	0.6	—	35.9
Cost accruals/reserves	17.7	—	—	—	(17.7)	—
Foreign exchange	19.3	2.1	2.7	(0.3)	(18.4)	5.4
Employee compensation and benefits (formerly Provisions for pensions and other long-term employee benefits)	24.8	3.1	(0.5)	0.4	2.8	30.6
Contingencies	29.3	10.0	—	1.0	0.6	40.9
Construction contract accounting (formerly Revenue recognition)	41.0	(10.9)	—	2.3	25.0	57.4
<b>Total deferred income tax assets</b>	<b>139.3</b>	<b>32.4</b>	<b>2.2</b>	<b>4.0</b>	<b>(7.7)</b>	<b>170.2</b>
Property, plant and equipment, goodwill and other assets	(2.1)	0.3	—	(0.8)	(4.3)	(6.9)
<b>Total deferred income tax liabilities</b>	<b>(2.1)</b>	<b>0.3</b>	<b>—</b>	<b>(0.8)</b>	<b>(4.3)</b>	<b>(6.9)</b>
Other	(10.4)	(2.1)	0.4	0.1	13.7	1.7
<b>Deferred income tax assets (liabilities), net</b>	<b>126.8</b>	<b>30.6</b>	<b>2.6</b>	<b>3.3</b>	<b>1.7</b>	<b>165.0</b>

As of December 31, 2021, the net deferred tax asset of €165.0 million is broken down into a deferred tax asset of €178.0 million and a deferred tax liability of €13.0 million as recorded in the consolidated statement of financial position.

<i>(In millions of €)</i>	As of December 31, 2019	Recognized in Statement of Income	Recognized in Statement of OCI	Net foreign exchange difference	Other	As of December 31, 2020
Net operating loss carryforwards	14.2	(3.6)	—	—	(3.4)	7.2
Cost accruals/reserves	3.5	19.8	—	—	(5.6)	17.7
Foreign exchange	21.4	4.5	(2.8)	(1.5)	(2.3)	19.3
Provisions for pensions and other long-term employee benefits	28.5	(1.8)	1.0	—	(2.9)	24.8
Contingencies	52.6	0.4	—	—	(23.7)	29.3
Revenue recognition	68.5	(44.5)	—	—	17.0	41.0
<b>Total deferred income tax assets</b>	<b>188.7</b>	<b>(25.2)</b>	<b>(1.8)</b>	<b>(1.5)</b>	<b>(20.9)</b>	<b>139.3</b>
Property, plant and equipment, goodwill and other assets	1.9	(5.3)	—	—	1.3	(2.1)
<b>Total deferred income tax liabilities</b>	<b>1.9</b>	<b>(5.3)</b>	<b>—</b>	<b>—</b>	<b>1.3</b>	<b>(2.1)</b>
Other	0.5	(0.3)	—	(7.4)	(3.2)	(10.4)
<b>Deferred income tax assets (liabilities), net</b>	<b>191.1</b>	<b>(30.8)</b>	<b>(1.8)</b>	<b>(8.9)</b>	<b>(22.8)</b>	<b>126.8</b>

#### 13.4. Tax loss carry-forwards and tax credits

Deferred tax assets are recognized for tax loss carry forwards and tax credits to the extent that the realization of the related tax benefit through offset against future taxable profit is probable.

As of December 31, 2021, 2020 and 2019, deferred tax assets excluded certain tax benefits related to net operating loss carryforwards, notably in Saudi Arabia and Germany. Management believes it is more likely than not that we will not be able to utilize certain of these operating loss carryforwards.

These unrecognized deferred tax assets amounted to €67.6 million, €63.6 million and €76.8 million as of December 31, 2021, 2020 and 2019, respectively.

#### Note 14. Goodwill and intangible assets

The goodwill and intangible assets' costs and accumulated amortization are presented in the following table:

<i>(In millions of €)</i>	Goodwill	Licenses, patents and trademarks	Software	Other	Total
<b>Net book value as of December 31, 2019</b>	<b>2,199.2</b>	<b>43.6</b>	<b>15.7</b>	<b>54.8</b>	<b>2,313.3</b>
Costs	2,047.8	103.0	98.4	90.6	2,339.8
Accumulated amortization	—	(60.9)	(79.7)	(45.6)	(186.2)
<b>Net book value as of December 31, 2020</b>	<b>2,047.8</b>	<b>42.1</b>	<b>18.7</b>	<b>45.0</b>	<b>2,153.6</b>
Costs	2,074.4	100.2	96.7	105.8	2,377.1
Accumulated amortization	—	(66.0)	(79.4)	(59.5)	(204.9)
<b>NET BOOK VALUE AS OF DECEMBER 31, 2021</b>	<b>2,074.4</b>	<b>34.2</b>	<b>17.3</b>	<b>46.3</b>	<b>2,172.2</b>

#### 14.1. Goodwill and intangible assets, net

The changes in goodwill and intangible assets are presented in the following table:

<i>(In millions of €)</i>	Goodwill	Licenses, patents and trademarks	Software	Other	Total
<b>Net book value as of December 31, 2019</b>	<b>2,199.2</b>	<b>43.6</b>	<b>15.7</b>	<b>54.8</b>	<b>2,313.3</b>
Additions - acquisitions - internal developments	—	2.4	0.2	8.5	11.1
Depreciation expense for the year	—	(2.8)	(3.0)	(12.0)	(17.8)
Net foreign exchange differences	(151.2)	(3.1)	(0.2)	(2.9)	(157.4)
Other	(0.2)	2.0	6.0	(3.4)	4.4
<b>Net book value as of December 31, 2020</b>	<b>2,047.8</b>	<b>42.1</b>	<b>18.7</b>	<b>45.0</b>	<b>2,153.6</b>
Additions - acquisitions - internal developments	—	—	0.3	17.9	18.2
Depreciation expense for the year	—	(2.3)	(9.1)	(11.2)	(22.6)
Net foreign exchange differences	26.6	2.1	0.2	1.8	30.7
Other	—	(7.7)	7.2	(7.2)	(7.7)
<b>NET BOOK VALUE AS OF DECEMBER 31, 2021</b>	<b>2,074.4</b>	<b>34.2</b>	<b>17.3</b>	<b>46.3</b>	<b>2,172.2</b>

#### 14.2. Goodwill

Reallocation of the goodwill contributed by TechnipFMC by operating segment as of January 1, 2021: the goodwill contributed by TechnipFMC has been reallocated to the operating segments. Technip Energies organization resulted in allocating the goodwill by operating segments that represent the lowest level within the Group and is not larger than an operating segment as defined by IFRS 8 (refer to note 3. Segment Information for further information on Technip Energies' operating segments).

For impairment testing purposes, goodwill is tested at the level of the cash-generating unit ("CGU") to which it is allocated (either Projects Delivery or Technologies, Products and Services).

Therefore, goodwill impairment testing has been carried out at the level used to monitor goodwill for internal management purposes, which corresponds to the Technip Energies operating segments / CGUs. The changes in segment reporting and the reallocation of goodwill did not give rise to any goodwill impairment. The goodwill has been allocated based on those CGUs enterprise value as of March 31, 2021.

<i>(In millions of €)</i>	<b>December 31, 2021</b>
Project Delivery	1,542.8
Technology, Products & Services	531.6
<b>Total</b>	<b>2,074.4</b>

As of December 31, 2021, no significant events occurred which might have caused to impair the carrying amount of goodwill or other intangible assets and property, plant and equipment. COVID-19 was not considered as a trigger because it did not have material impact on the Group. No impairment was recorded as of December 31, 2021.

The carrying amounts of goodwill were compared with their value in use. Cash flow projections used in the determination of value in use were made using management's forecasts over four years. The discount rate has been calculated by CGUs to take into consideration peers market data.

Goodwill was tested for impairment utilizing the methodology as discussed in note 1.7.

The valuation of CGUs for the purpose of goodwill impairment test was determined primarily by utilizing the income approach by estimating the value in use. The income approach estimates the value in use by discounting each CGUs estimated future cash flows using a weighted-average cost of capital that reflects current market conditions and the risk profile of the Group CGU. To calculate future cash flows, Technip Energies used estimates of economic and market assumptions that reflect global economic growth, technology efficiency, policy measures, consideration of investments (capital expenditures) and cost of development. The assumptions include as well estimates of future expected changes in operating margins, tax rates, cash expenditures and energy transition that Technip Energies is aiming for. Future revenues are adjusted to match changes in Technip Energies' business strategy. Climate change related matters have been considered in the Group's impairment test campaign performed on goodwill and did not led to impairment (as described in note 1.7 subsection c) Estimates and assumptions related to climate matters).

During the years ended December 31, 2021, 2020 and 2019, the Technip Energies Group did not record any goodwill impairment charges.

The following table presents the significant estimates used by management in determining the recoverable amount of the Technip Energies Group CGUs at December 31, 2021 and 2020:

	<b>December 31, 2021</b>	<b>December 31, 2020</b>
Year of cash flows before terminal value	4	4
Risk-adjusted post-tax discount rate	11.0%	15.0%

As discussed above, when evaluating the 2021 and 2020 quantitative impairment test results, management considered many factors in determining whether an impairment of goodwill for the group of CGUs was reasonably likely to occur in future periods, including future market conditions and the economic environment. Circumstances such as market declines, unfavorable economic conditions, loss of a major customer or other factors could increase the risk of impairment of goodwill for this group of CGUs in future periods.

A sensitivity analysis has been performed and there were no reasonably possible changes in any of the key assumptions that would have resulted in an impairment charge. The excess of fair value over carrying amount for Technip Energies was approximately 140% of the respective carrying amounts for 2021, and 300% for 2020.

**Note 15. Property, plant and equipment**

Location of property, plant and equipment, net by country is the following:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>
France	59.5	22.2
Italy	15.5	16.7
United States	13.3	21.9
United Kingdom	1.6	6.0
All other countries	24.7	28.7
<b>TOTAL PROPERTY, PLANT AND EQUIPMENT, NET</b>	<b>114.6</b>	<b>95.5</b>

<i>(In millions of €)</i>	<b>Land and buildings</b>	<b>IT equipment</b>	<b>Machinery and equipment</b>	<b>Office fixtures</b>	<b>Other</b>	<b>Total</b>
<b>Net book value as of December 31, 2019</b>	<b>58.3</b>	<b>14.4</b>	<b>13.6</b>	<b>11.9</b>	<b>10.2</b>	<b>108.4</b>
Costs	94.7	81.0	41.7	54.8	33.5	305.7
Accumulated depreciation	(48.4)	(68.1)	(22.3)	(47.8)	(20.6)	(207.2)
Accumulated impairment	—	—	(3.0)	—	—	(3.0)
<b>Net book value as of December 31, 2020</b>	<b>46.3</b>	<b>12.9</b>	<b>16.4</b>	<b>7.0</b>	<b>12.9</b>	<b>95.5</b>
Costs	100.1	83.8	36.6	57.8	60.2	338.5
Accumulated depreciation	(68.4)	(68.4)	(21.1)	(44.0)	(14.5)	(216.4)
Accumulated impairment	(0.3)	(3.8)	(3.4)	—	—	(7.5)
<b>NET BOOK VALUE AS OF DECEMBER 31, 2021</b>	<b>31.4</b>	<b>11.6</b>	<b>12.1</b>	<b>13.8</b>	<b>45.7</b>	<b>114.6</b>

<i>(In millions of €)</i>	<b>Land and buildings</b>	<b>IT equipment</b>	<b>Machinery and equipment</b>	<b>Office fixtures</b>	<b>Other</b>	<b>Total</b>
<b>Net book value as of December 31, 2019</b>	<b>58.3</b>	<b>14.4</b>	<b>13.6</b>	<b>11.9</b>	<b>10.2</b>	<b>108.4</b>
Additions	0.7	5.8	2.1	1.8	8.2	18.6
Disposals - write-off	(2.1)	(0.3)	0.4	(0.1)	—	(2.1)
Depreciation expense for the year	(4.0)	(7.1)	(2.4)	(3.1)	(1.6)	(18.2)
Net foreign exchange differences	(2.9)	(0.5)	(1.1)	(0.3)	(0.3)	(5.1)
Other	(3.7)	0.6	3.8	(3.2)	(3.6)	(6.1)
<b>Net book value as of December 31, 2020</b>	<b>46.3</b>	<b>12.9</b>	<b>16.4</b>	<b>7.0</b>	<b>12.9</b>	<b>95.5</b>
Additions	1.9	7.7	1.2	5.5	15.5	31.8
Disposals through divestitures	(0.1)	(0.1)	—	—	—	(0.2)
Disposals - write-off	(0.3)	—	(0.1)	—	(0.2)	(0.6)
Depreciation expense for the year	(5.8)	(6.2)	(2.0)	(2.8)	(2.5)	(19.3)
Net foreign exchange differences	1.1	—	0.5	0.3	0.1	2.0
Other	(11.7)	(2.7)	(3.9)	3.8	19.9	5.4
<b>NET BOOK VALUE AS OF DECEMBER 31, 2021</b>	<b>31.4</b>	<b>11.6</b>	<b>12.1</b>	<b>13.8</b>	<b>45.7</b>	<b>114.6</b>

**Note 16. Leases**

The following table is a summary of amounts recognized in the consolidated statements of income for the years ended December 31, 2021, 2020 and 2019:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
Depreciation of right-of-use assets	(75.0)	(94.8)	(98.9)
Interest expense on lease liabilities	(5.8)	(8.4)	(10.4)
Short-term lease costs	(1.8)	(2.4)	(4.4)
Sublease income	2.0	3.9	4.8

The table below shows the ending balance and depreciation of right-of-use assets by types of assets:

<i>(In millions of €)</i>	<b>Real estate</b>	<b>Machinery and equipment</b>	<b>IT equipment</b>	<b>Office furniture and equipment</b>	<b>Vessels</b>	<b>Total</b>
<b>Net book value as of December 31, 2019</b>	<b>217.0</b>	<b>1.5</b>	<b>3.0</b>	<b>0.1</b>	<b>11.7</b>	<b>233.3</b>
Costs	276.8	7.1	3.6	0.8	—	288.3
Accumulated depreciation	(88.9)	(3.6)	(1.6)	(0.1)	—	(94.2)
Accumulated impairment	(9.6)	—	—	—	—	(9.6)
<b>Net book value as of December 31, 2020</b>	<b>178.3</b>	<b>3.5</b>	<b>2.0</b>	<b>0.7</b>	<b>—</b>	<b>184.5</b>
Costs	368.2	2.2	6.1	10.3	—	386.8
Accumulated depreciation	(112.9)	(1.0)	(3.7)	(6.9)	—	(124.5)
Accumulated impairment	(10.4)	—	—	—	—	(10.4)
<b>NET BOOK VALUE AS OF DECEMBER 31, 2021</b>	<b>244.9</b>	<b>1.2</b>	<b>2.4</b>	<b>3.4</b>	<b>—</b>	<b>251.9</b>

In December 2020, net book value of right-of-use assets was €184.5 million which compares to €251.9 million as of December 31, 2021.

The variation is mainly explained by the change of headquarters during 2021 with the end of the Adria tower lease and the new Origine headquarters lease (right-of-use asset of €129.9 million). This increase is partially offset by the depreciation of the period from on-going contracts.

The following table is the lease liability recorded as of December 31, 2021 and 2020:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>
Non-current lease liabilities	236.9	202.3
Current lease liabilities	68.9	42.0
<b>TOTAL LEASE LIABILITIES</b>	<b>305.8</b>	<b>244.3</b>

**Note 17. Other assets (non-current and current)**

The non-current assets are as follows:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>
Financial assets at amortized cost, gross	37.1	28.5
Impairment allowance	(1.4)	(2.6)
<b>Non-current financial assets at amortized cost, net</b>	<b>35.7</b>	<b>25.9</b>
Quoted equity instruments at FVTPL	26.5	34.3
Impairment allowance	(1.2)	—
<b>Non-current financial assets at FVTPL</b>	<b>25.3</b>	<b>34.3</b>
Derivative assets	3.1	5.5
Other Lease Receivable	2.1	—
<b>Other non-current assets, total</b>	<b>5.2</b>	<b>5.5</b>
<b>TOTAL OTHER NON-CURRENT ASSETS</b>	<b>66.2</b>	<b>65.7</b>

The current assets are as follows:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>
Value added and other tax receivables	171.7	187.7
Other receivables	61.0	109.8
Prepaid expenses	39.1	27.4
Derivative assets	7.9	26.6
Other	22.5	33.1
<b>TOTAL OTHER CURRENT ASSETS</b>	<b>302.2</b>	<b>384.6</b>

**Note 18. Trade receivables, net and contract assets**

These line items represent trade accounts receivable from completed contracts, contract assets and other miscellaneous invoices (e.g. trading, procurement services).

Given the nature of the Technip Energies Group's operations, its clients are mainly major oil and gas, petrochemical or oil-related companies.

Management periodically assesses customers' creditworthiness. An allowance for doubtful receivables was recorded for all potential uncollectible receivables as well as additional expected credit losses as of January 1, 2018 upon adoption of IFRS 9.

Valuation allowances for trade receivables and contract assets have changed as shown in the following table:

<i>(In millions of €)</i>	December 31, 2021		December 31, 2020	
	Trade receivables	Contract assets	Trade receivables	Contract assets
<b>Gross amount</b>	<b>1,189.2</b>	<b>332.1</b>	<b>1,115.1</b>	<b>271.8</b>
Opening loss allowance	(56.0)	—	(42.1)	—
Change in expected credit loss	1.6	(0.3)	(0.7)	—
Increase in loss allowance	(25.9)	—	(10.2)	—
Used allowance reversals	1.1	—	3.4	—
Unused allowance reversals	4.0	—	4.1	—
Effects of foreign exchange and other	(4.8)	—	1.8	—
Other	(70.8)	—	(12.3)	—
<b>Closing loss allowance</b>	<b>(150.8)</b>	<b>(0.3)</b>	<b>(56.0)</b>	<b>—</b>
<b>TOTAL, NET</b>	<b>1,038.4</b>	<b>331.8</b>	<b>1,059.1</b>	<b>271.8</b>

Credit risk details and risk management objectives are discussed in note 28.

**Note 19. Cash and cash equivalent**

Cash and cash equivalents are as follows:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>
Cash at bank and in hand	1,510.3	1,867.3
Cash equivalents	2,128.3	1,322.4
<b>TOTAL CASH AND CASH EQUIVALENTS</b>	<b>3,638.6</b>	<b>3,189.7</b>
U.S. dollar (USD)	1,654.2	1,231.5
Euro (EUR)	1,441.0	1,305.4
Chinese yuan renminbi (CNY)	213.1	299.9
Malaysian ringgit (MYR)	46.7	93.2
Azerbaijani manat (AZN)	37.1	32.6
Japanese yen (JPY)	31.0	28.8
Russian ruble (RUB)	28.8	30.7
Pound sterling (GBP)	27.0	43.0
Vietnamese dong (VND)	23.9	20.3
Mexican peso (MXN)	19.1	3.8
Indian rupee (INR)	16.4	7.2
Norwegian krone (NOK)	15.5	15.0
Singapore dollar (SGD)	14.5	3.8
Trinidad and Tobago dollar (TTD)	12.4	14.3
Australian dollar (AUD)	10.9	21.7
Kuwaiti dinar (KWD)	10.3	8.2
Other (less than €10 million individually)	36.7	30.3
<b>TOTAL CASH AND CASH EQUIVALENTS BY CURRENCY</b>	<b>3,638.6</b>	<b>3,189.7</b>

A substantial portion of cash and securities are recorded or invested in either euro or U.S. dollar which are frequently used by the Group within the framework of its commercial relationships. Cash and securities in other currencies correspond either to deposits retained by subsidiaries located in countries where such currencies are the national currencies in order to ensure their own liquidity, or to amounts received from customers prior to the payment of expenses in these same currencies or the payment of dividends. Short-term deposits are classified as cash equivalents along with other securities.



**Note 20. Other liabilities (non-current and current)**

The following table provides a breakdown of other non-current liabilities:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>
Redeemable financial liability	32.4	85.3
<b>Non-current financial liability at FVTPL, total</b>	<b>32.4</b>	<b>85.3</b>
Subsidies	1.8	3.6
Derivative liabilities	1.0	3.6
Others	29.0	24.9
<b>Other non-current liabilities, total</b>	<b>31.8</b>	<b>32.1</b>
<b>TOTAL OTHER NON-CURRENT LIABILITIES</b>	<b>64.2</b>	<b>117.4</b>

The following table provides a breakdown of other current liabilities:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>
Redeemable financial liability	108.4	115.7
<b>Current financial liability at FVTPL, total</b>	<b>108.4</b>	<b>115.7</b>
Accruals on completed contracts	112.0	53.3
Other taxes payable	101.0	105.1
Social security liabilities	41.7	33.4
Payables on litigation settlement	—	42.0
Derivative liabilities	33.2	7.9
Others*	114.7	44.8
<b>Other current liabilities, total</b>	<b>402.6</b>	<b>286.5</b>
<b>TOTAL OTHER CURRENT LIABILITIES</b>	<b>511.0</b>	<b>402.2</b>

\*For the year ended December 31, 2021, "Others" notably includes liability on lawsuit litigation for €48.6 million, a €24.8 million liability incurred by Technip Energies N.V. in relation to the Spin-off, €24.2 million of customer advance payment and other current liabilities as well as the short term portion of provisions for pensions and other employee benefits for €9.9 million.

**Note 21. Accounts payable, trade**

Accounts payable, trade, amounted to €1,497.1 million, and €1,259.4 million as of December 31, 2021, and 2020 respectively. Accounts payable, trade, maturities are linked to the operating cycle of contracts and mature within 12 months.

**Note 22. Debt (long and short-term)**

Long and short-term debt consisted of the following:

<i>(In millions of €)</i>	<b>December 31, 2021</b>		<b>December 31, 2020</b>	
	<b>Carrying amount</b>	<b>Fair value</b>	<b>Carrying amount</b>	<b>Fair value</b>
Bonds	598.5	602.1	—	—
Commercial papers	80.0	80.0	393.0	393.0
Bank borrowings and other	4.8	4.8	9.4	9.4
<b>Financial debts</b>	<b>683.3</b>	<b>686.9</b>	<b>402.4</b>	<b>402.4</b>
Lease liability	305.8	305.8	244.3	244.3
<b>FINANCIAL DEBTS &amp; LEASE LIABILITY</b>	<b>989.1</b>	<b>992.7</b>	<b>646.7</b>	<b>646.7</b>

The split by maturity as of December 31, 2021 is as follow:

<i>(In millions of €)</i>	<b>Maturity</b>	<b>&lt; 1 year</b>	<b>Within 2 years</b>	<b>Within 3 years</b>	<b>Thereafter</b>
Bonds	598.5	4.5	—	—	594.0
Commercial papers	80.0	80.0	—	—	—
Bank borrowings and other	4.8	4.7	0.1	—	—
<b>Financial debts</b>	<b>683.3</b>	<b>89.2</b>	<b>0.1</b>	<b>—</b>	<b>594.0</b>
Lease liability	305.8	68.9	59.1	51.5	126.3
<b>FINANCIAL DEBTS &amp; LEASE LIABILITY</b>	<b>989.1</b>	<b>158.1</b>	<b>59.2</b>	<b>51.5</b>	<b>720.3</b>

The movements over the period December 31, 2020, to December 31, 2021, are as follows:

<i>(In millions of €)</i>	<b>Bonds</b>	<b>Commercial papers</b>	<b>Bank borrowings and other</b>	<b>Lease liability</b>	<b>Total</b>
<b>Value as of December 31, 2020</b>	<b>—</b>	<b>393.0</b>	<b>9.4</b>	<b>244.3</b>	<b>646.7</b>
Increase – issuance	598.5	—	620.4	201.5	1,420.4
Decrease – reimbursement	—	(313.0)	(628.7)	(97.3)	(1,039.0)
Change in scope of consolidation	—	—	—	0.1	0.1
Foreign exchange	—	—	0.3	7.3	7.6
Others	—	—	3.4	(50.1)	(46.7)
<b>VALUE AS OF DECEMBER 31, 2021</b>	<b>598.5</b>	<b>80.0</b>	<b>4.8</b>	<b>305.8</b>	<b>989.1</b>

**Commercial paper**

Under the commercial paper program, the Technip Energies Group through its treasury center company T.EN Eurocash SNC has the ability to access €750 million of short-term financing through commercial paper dealers. As of December 31, 2021, the Technip Energies Group's Euro based commercial paper borrowings had a weighted average interest rate of (0.4325)%.

**Revolving Facility and Bridge Facility**

On February 10, 2021, Technip Energies N.V. and T.EN Eurocash SNC entered into the Facilities Agreement with Crédit Agricole Corporate and Investment Bank, as Agent, and the lenders party thereto.

The Facilities Agreement provides for the establishment of a bridge facility in an amount of up to €650 million (the "Bridge Facility"), to which Technip Energies N.V. is the sole borrower and which has been redeemed on May 31, 2021 and a revolving facility in an amount of €750 million (the "Revolving Facility") to which Technip Energies N.V. and T.EN Eurocash SNC are the Borrowers. Subject to certain conditions, borrowers may request the aggregate commitments under the Revolving Facility to be increased by up to €250 million.

On February 16, 2021, Technip Energies N.V. drew down €620 million from the Bridge Facility. The amount borrowed was applied to refinance existing indebtedness under Technip Energies Group's commercial paper program, finance working capital purposes and finance the cash allocation between TechnipFMC and Technip Energies under the Separation and Distribution Agreement. The residual capacity of €30 million under the Bridge Facility expired on March 2, 2021. The Bridge Facility has been repaid in full on May 31, 2021, by way of issuance of notes in an amount of €600 million. The notes have a 7-year maturity, are currently rated BBB by Standard & Poor's, and are listed on Euronext Paris.

The Revolving Facility has an initial three-year tenor as from the Initial Availability Date (February 15, 2021) and may be extended twice by one year each time.

The Revolving Facility is being made available in euros only. The available capacity under the Revolving Facility is reduced by any outstanding commercial paper borrowings of T.EN Eurocash SNC.

The Revolving Facility contains usual and customary representations and warranties, mandatory prepayments and events of default for investment-grade credit facilities of this type. It also contains covenants restricting Technip Energies N.V.'s and its subsidiaries' ability to incur additional securities and indebtedness, enter into asset sales, or make certain investments, but does not include any financial covenant.

**Note 23. Shareholder's equity****23.1. Shareholder's equity activity**

As of December 31, 2021, Technip Energies N.V. had 179,827,459 common shares issued with a nominal value of €0.01 per share.

Changes in shares outstanding are as follows:

*(In number of shares)*

<b>Number of shares as of January 1, 2020</b>	<b>1</b>
Issuance of shares - Contribution	4,499,999
Issuance of shares - Reserve allocation	175,313,880
<b>Shares issued as of December 31, 2020</b>	<b>179,813,880</b>
Movements of the period	13,579
<b>Shares issued as of December 31, 2021</b>	<b>179,827,459</b>
Treasury shares	(2,012,136)
<b>SHARES OUTSTANDING AS OF DECEMBER 31, 2021</b>	<b>177,815,323</b>

Refer to note 7 for more information about number of shares considered for the calculation of earnings per share.

**23.2. Share repurchase**

On May 3, 2021, the Group acquired 1,801,802 shares in the share capital of the Company from TechnipFMC at €11.10 per share. As of December 31, 2021, these treasury shares are deducted from consolidated equity for a total value of €20.0 million.

On July 9, Technip Energies announced the implementation of a liquidity agreement to enhance the liquidity of Technip Energies' shares admitted to trading on Euronext Paris by maintaining a reasonable average daily turnover, reducing bid-ask spread, and monitoring volatility. The cash resources allocated to the liquidity agreement is €9.0 million. As of December 31, 2021, the Group acquired 210,334 shares in the capital of the Company for a total value of €2.5 million.

### 23.3. Accumulated other comprehensive income (loss)

Accumulated other comprehensive income (loss) are as follows:

<i>(In millions of €)</i>	Cash flow hedges	Gains (losses) on defined benefit pension plans	Foreign currency translation	Other	Accumulated other comprehensive income/(loss)	Accumulated other comprehensive income/(loss) – non- controlling interests	Total accumulated other comprehensive income/(loss)
<b>Accumulated other comprehensive income/(loss) as of December 31, 2018</b>	<b>(5.0)</b>	<b>(17.3)</b>	<b>18.9</b>	—	<b>(3.3)</b>	<b>(0.6)</b>	<b>(4.0)</b>
Gross effect before reclassification to profit or loss	(1.3)	(8.8)	(44.0)	—	(54.1)	0.9	(53.2)
Deferred tax	(3.0)	2.8	—	—	(0.2)	—	(0.2)
Reclassification to profit or loss	(5.0)	—	—	—	(5.0)	—	(5.0)
<b>Accumulated other comprehensive income/(loss) as of December 31, 2019</b>	<b>(14.3)</b>	<b>(23.3)</b>	<b>(25.1)</b>	—	<b>(62.6)</b>	<b>0.3</b>	<b>(62.3)</b>
Gross effect before reclassification to profit or loss	23.9	(1.3)	(147.4)	0.4	(124.4)	(1.4)	(125.8)
Deferred tax	(2.8)	1.0	—	—	(1.8)	—	(1.8)
Reclassification to profit or loss	(3.5)	—	—	—	(3.5)	—	(3.5)
Equity transaction with TechnipFMC	8.5	(0.4)	0.6	(0.4)	8.3	(1.0)	7.3
<b>Accumulated other comprehensive income/(loss) as of December 31, 2020</b>	<b>11.8</b>	<b>(24.0)</b>	<b>(171.9)</b>	—	<b>(184.1)</b>	<b>(2.1)</b>	<b>(186.1)</b>
Gross effect before reclassification to profit or loss	(30.7)	4.9	55.6	—	29.8	3.5	33.3
Deferred tax	2.6	(1.3)	—	—	1.3	(0.8)	0.5
Reclassification to profit or loss	12.4	—	—	—	12.4	—	12.4
Equity transaction with TechnipFMC	(0.3)	—	41.1	—	40.8	0.1	40.9
<b>ACCUMULATED OTHER COMPREHENSIVE INCOME/(LOSS) AS OF DECEMBER 31, 2021</b>	<b>(4.2)</b>	<b>(20.4)</b>	<b>(75.2)</b>	—	<b>(99.8)</b>	<b>0.7</b>	<b>(99.1)</b>

**Note 24. Pensions and other long-term employee benefit plans**

**24.1. Description of the Technip Energies Group’s benefit plans**

Technip Energies has two types of retirement plans: defined benefit plans and defined contribution plans. Our pension provision encompasses various end-of-service and retirement employee benefit plans. Depending on the employing entity, the main defined benefit plans can be:

- End of service benefits, to be paid at the termination of service;
- Retirement benefits;
- Jubilee benefits;
- Post-retirement medical benefits (health care and life insurance).

The defined benefits obligations are estimated by independent actuaries using the projected unit credit actuarial valuation method as per IAS 19 “Employee Benefits”. The actuarial assumptions used to determine the obligations may vary depending on the country. The actuarial estimation is based on usual parameters such as future wage, salary increase rate, life expectancy, staff turnover and inflation rate.

Plan assets are usually held in separate legal entities and measured at their fair value.

The Technip Energies Group is required to recognize the funded status of defined benefit post-retirement plans as an asset or liability in the consolidated statement of financial position and recognize changes in that funded status related to actuarial gains and losses – resulting either from the change in actuarial assumptions used, or from experience adjustments generated by actual developments – in other comprehensive income in the year in which the changes occur. Furthermore, the Technip Energies Group is required to measure the plan’s assets and its obligations that determine its funded status as of the date of the consolidated statement of financial position. The Technip Energies Group has applied this guidance to its pension and other post-retirement benefit plans which are primarily located in the Netherlands (48% of Group total obligations), France (29%), India (7%), the United Arab Emirates (6%), Italy (4%), Germany (2%).

In the Netherlands, these obligations are generated by a legacy defined benefit plan which has been closed for new participants since December 31, 2014. It was agreed that the entitlement is fixed and that the Company will contribute a fixed annual amount to the plan assets to finance an increase of the defined benefit plan pension rights that were accrued up to December 31, 2014, for a period of 14 years subsequent to the curtailment of the defined benefit plan. The Company does not pay any other funding contributions other than these fixed annual contribution amounts. The pension provision as at December 31, 2021 represents the net present value of the remaining 8 annual contribution payments. The current assets are entirely invested in a Dutch pension insurance policy.

In France, these obligations are mostly generated by legal or collectively bargained end of career benefit plans. The indemnities paid by the French entities when the employees leave for retirement are calculated based on their Group seniority and their salary at the time of departure. Technip Energies France SAS also provides a post-employment medical benefit to a small group of retirees in the form of annual contributions paid to a medical insurance provider.

The Group obligations with respect to post-employment healthcare benefits are not significant.

The Group is expected to pay €1.4 million of employer contribution in 2022 to the Dutch fund.

The Group is also expected to pay €11.6 million of pension and end of service benefits directly to Technip Energies employees in 2022.

The expected benefits payments (paid by the employer and by the plan assets) for the next 10 years are as follows:

<i>(In millions of €)</i>	<b>Total expected benefit payments</b>	<b>France</b>	<b>The Netherlands</b>	<b>Others</b>
2022	18.0	4.2	4.5	9.3
2023	12.1	1.7	4.6	5.8
2024	12.9	1.8	4.7	6.4
2025	13.7	3.0	4.9	5.8
2026	14.0	3.7	4.9	5.4
2027-2031	79.2	20.6	24.1	34.5
<b>TOTAL</b>	<b>149.9</b>	<b>35.0</b>	<b>47.7</b>	<b>67.2</b>

**24.2. Net benefit expense recognized in the consolidated statement of income**

The net benefit expense recognized in the statement of income is as follows:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
Service cost	12.6	7.7	8.6
Interest on DBO	3.1	2.5	4.2
Interest on plan asset	(2.0)	(1.2)	(1.9)
Remeasurements of other long term benefits	(0.4)	0.1	(0.4)
Special events (curtailment/settlement)	—	0.1	—
Other	1.3	—	—
<b>DEFINED BENEFIT COST INCLUDED IN THE STATEMENT OF INCOME</b>	<b>14.6</b>	<b>9.2</b>	<b>10.5</b>

At the same time, in 2021, €4.9 million of actuarial gains have been recognized through OCI, €7.4 million of actuarial gains generated on the defined benefit obligation compensated by €2.5 million actuarial losses generated on plan assets.

**24.3. Defined benefit asset (liability) recognized in the consolidated statement of financial position**

The liability as recorded in the statement of financial position is as follows:

	December 31, 2021			December 31, 2020			December 31, 2019		
	Defined benefit obligation	Fair value of plan assets	Net defined benefit obligation	Defined benefit obligation	Fair value of plan assets	Net defined benefit obligation	Defined benefit obligation	Fair value of plan assets	Net defined benefit obligation
<i>(In millions of €)</i>									
<b>Defined benefit obligation as of the prior period end date</b>	<b>248.8</b>	<b>125.5</b>	<b>123.3</b>	<b>256.5</b>	<b>123.3</b>	<b>133.2</b>	<b>228.6</b>	<b>109.1</b>	<b>119.5</b>
<b>Expense as recorded in the statement of income</b>	<b>16.6</b>	<b>2.0</b>	<b>14.6</b>	<b>10.4</b>	<b>1.2</b>	<b>9.2</b>	<b>12.4</b>	<b>1.9</b>	<b>10.5</b>
Total current service cost	12.6	—	12.6	7.7	—	7.7	8.6	—	8.6
Net financial costs	3.1	2.0	1.1	2.5	1.2	1.3	4.2	1.9	2.3
Actuarial gains of the year	(0.4)	—	(0.4)	0.2	—	0.2	(0.4)	—	(0.4)
Administrative costs and taxes and others	1.3	—	1.3	—	—	—	—	—	—
<b>Actuarial gain/loss recognized in other comprehensive income</b>	<b>(7.4)</b>	<b>(2.5)</b>	<b>(4.9)</b>	<b>4.5</b>	<b>3.9</b>	<b>0.6</b>	<b>23.2</b>	<b>14.9</b>	<b>8.3</b>
Actuarial gain/loss on defined benefit obligation	(7.4)	(2.5)	(4.9)	4.5	3.9	0.6	23.2	14.9	8.3
Experience	(3.4)	—	(3.4)	(3.6)	—	(3.6)	(5.3)	—	(5.3)
Financial assumptions	(6.6)	—	(6.6)	10.2	—	10.2	(0.3)	—	(0.3)
Demographic assumptions	2.6	—	2.6	(2.1)	—	(2.1)	28.8	—	28.8
Actuarial gain (loss) on plan assets	—	(2.5)	2.5	—	3.9	(3.9)	—	14.9	(14.9)
<b>Contributions and benefits paid</b>	<b>(12.6)</b>	<b>(3.2)</b>	<b>(9.4)</b>	<b>(9.0)</b>	<b>(2.9)</b>	<b>(6.1)</b>	<b>(9.5)</b>	<b>(2.7)</b>	<b>(6.8)</b>
Contributions by employer	—	1.7	(1.7)	—	1.4	(1.4)	—	1.4	(1.4)
Benefits paid by employer	(7.7)	—	(7.7)	(4.7)	—	(4.7)	(5.4)	—	(5.4)
Benefits paid from plan assets	(4.9)	(4.9)	—	(4.3)	(4.3)	—	(4.1)	(4.1)	—
<b>Exchange difference and other settlements</b>	<b>31.4</b>	<b>17.5</b>	<b>13.9</b>	<b>(13.6)</b>	<b>—</b>	<b>(13.6)</b>	<b>1.8</b>	<b>0.1</b>	<b>1.7</b>
<b>DEFINED BENEFIT OBLIGATION AS OF THE PERIOD END DATE</b>	<b>276.8</b>	<b>139.3</b>	<b>137.5</b>	<b>248.8</b>	<b>125.5</b>	<b>123.3</b>	<b>256.5</b>	<b>123.3</b>	<b>133.2</b>

As of December 31, 2021, the discounted defined benefit obligation included €149.7 million for funded plans (compared to €137.1 million in 2020) and €127.1 million for unfunded plans (compared to €111.5 million in 2020).

The breakdown of the net defined-benefit liability by type of benefit plans is as follows:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>
Pension plans	100.7	94.8
End of service benefits	30.4	25.3
Other long term benefits	6.4	3.2
<b>NET DEFINED BENEFIT OBLIGATION</b>	<b>137.5</b>	<b>123.3</b>

The table below presents the liabilities per country:

<i>(In millions of €)</i>	<b>December 31, 2021</b>		
	<b>Defined benefit obligation</b>	<b>Assets</b>	<b>Liabilities</b>
France	79.7	—	79.7
The Netherlands	131.9	(120.9)	11.0
Other	65.2	(18.4)	46.8
<b>TOTAL</b>	<b>276.8</b>	<b>(139.3)</b>	<b>137.5</b>

#### 24.4. Actuarial assumptions

In 2021, the average duration of the Group's liability is 13.5 years. The average duration is 14.0 years in France and 14.7 years in the Netherlands.

In the Eurozone, the rates used to discount obligations are fixed by reference to the rates of bonds issued by companies within the main iBoxx Corporate AA taking into account the duration of each plan.

In the Eurozone, the inflation rate used to calculate the obligations is fixed by reference to the long term inflation target of 2% set by the European Central Bank with a 10 bps downward adjustment to reflect long term economic forecast.

The below sensitivity analyses are based on a change in an assumption while holding all other assumptions constant :

<b>As at December 31, 2021</b>	<b>France</b>	<b>The Netherlands</b>	<b>Total</b>
Discount rate	0.90%	0.90%	1.24%
Inflation rate	1.90%	1.90%	1.90%
Salary increase	3.12%	2.50%	3.42%

<b>As at December 31, 2020</b>	<b>France</b>	<b>The Netherlands</b>	<b>Total</b>
Discount rate	0.60%	0.70%	0.71%
Inflation rate	1.90%	1.90%	1.62%
Salary increase	3.12%	2.50%	2.76%

Sensitivity analysis:

<b>As at December 31, 2021</b>	<b>France</b>	<b>The Netherlands</b>	<b>Total</b>
Impact of a 25 bps increase or decrease in the discount rate	3.51%	3.67%	3.37%
Impact of a 25 bps increase or decrease in the inflation rate	0.16%	—%	0.17%
Impact of a 25 bps increase or decrease in the salary increase	3.35%	0.02%	1.19%

Assets plans break down:

	<b>December 31, 2021</b>	<b>December 31, 2020</b>
Equity instruments (shares)	—%	—%
Debt instruments (bonds)	—%	—%
Others	—%	—%
Insured assets	100%	100%



**Note 25. Provisions (non-current and current)**

The principles used to evaluate the amounts and types of provisions for liabilities and charges are described in note 1.

Movements in provisions at December 31, 2021 were as follows:

<i>(In millions of €)</i>	<b>December 31, 2020</b>	<b>Increase</b>	<b>Used reversal</b>	<b>Unused reversal</b>	<b>Other</b>	<b>December 31, 2021</b>
Litigation	5.2	0.6	—	—	18.2	24.0
Restructuring obligations	8.4	0.7	(3.4)	(0.9)	11.4	16.2
Provisions for claims	7.7	0.2	—	—	—	7.9
Other non-current provisions	4.8	0.5	(0.1)	(0.9)	8.3	12.6
<b>Total non-current provisions</b>	<b>26.1</b>	<b>2.0</b>	<b>(3.5)</b>	<b>(1.8)</b>	<b>37.9</b>	<b>60.7</b>
Contingencies related to contracts	42.1	12.3	(0.5)	(9.8)	(0.9)	43.2
Litigation	59.7	26.2	(43.4)	(3.5)	(10.5)	28.5
Restructuring obligations	9.3	4.3	(9.7)	(0.1)	9.0	12.8
Provisions for claims	0.3	0.1	—	—	(0.1)	0.3
Other current provisions	9.2	9.8	(7.5)	(2.6)	(3.2)	5.7
<b>Total current provisions</b>	<b>120.6</b>	<b>52.7</b>	<b>(61.1)</b>	<b>(16.0)</b>	<b>(5.7)</b>	<b>90.5</b>
<b>TOTAL PROVISIONS</b>	<b>146.7</b>	<b>54.7</b>	<b>(64.6)</b>	<b>(17.8)</b>	<b>32.2</b>	<b>151.2</b>

Movements in provisions at December 31, 2020 were as follows:

<i>(In millions of €)</i>	<b>December 31, 2019</b>	<b>Increase</b>	<b>Used reversal</b>	<b>Unused reversal</b>	<b>Other</b>	<b>December 31, 2020</b>
Litigation	6.7	—	—	—	(1.5)	5.2
Restructuring obligations	5.8	4.2	(0.3)	(1.0)	(0.3)	8.4
Provisions for claims	7.7	0.4	—	(0.4)	—	7.7
Other non-current provisions	7.0	0.1	(0.1)	(0.5)	(1.7)	4.8
<b>Total non-current provisions</b>	<b>27.2</b>	<b>4.7</b>	<b>(0.4)</b>	<b>(1.9)</b>	<b>(3.5)</b>	<b>26.1</b>
Contingencies related to contracts	37.3	13.2	(0.6)	(2.2)	(5.6)	42.1
Litigation	61.8	15.8	(1.6)	(1.4)	(14.9)	59.7
Restructuring obligations	2.3	28.8	(23.5)	(0.1)	1.8	9.3
Provisions for claims	0.3	—	—	—	—	0.3
Other current provisions	11.3	5.4	(14.1)	(0.9)	7.5	9.2
<b>Total current provisions</b>	<b>113.0</b>	<b>63.2</b>	<b>(39.8)</b>	<b>(4.6)</b>	<b>(11.2)</b>	<b>120.6</b>
<b>TOTAL PROVISIONS</b>	<b>140.2</b>	<b>67.9</b>	<b>(40.2)</b>	<b>(6.5)</b>	<b>(14.7)</b>	<b>146.7</b>

**Note 26. Financial instruments**

**26.1. Financial assets and liabilities by category**

The Technip Energies Group holds the following financial assets and liabilities:

<b>December 31, 2021</b>					
<b>Analysis by category of financial instruments</b>					
<i>(In millions of €)</i>	<b>Carrying amount</b>	<b>At fair value through profit or loss</b>	<b>Assets/Liabilities at amortized cost</b>	<b>At fair value through OCI</b>	<b>Level</b>
Other non-current financial assets (excl. derivatives)	60.9	25.3	35.6	—	Level 1
Derivative financial instruments (non-current and current)	11.0	1.1	—	9.9	Level 2
Trade receivables, net	1,038.4	—	1,038.4	—	
Cash and cash equivalents	3,638.6	3,638.6	—	—	
<b>TOTAL FINANCIAL ASSETS</b>	<b>4,748.9</b>	<b>3,665.0</b>	<b>1,074.0</b>	<b>9.9</b>	
Long-term debt, less current portion	594.1	—	594.1	—	
Other non-current financial liabilities (excl. derivatives)	32.4	32.4	—	—	Level 3
Derivative financial instruments (non-current and current)	34.2	3.1	—	31.1	Level 2
Short-term debt	89.2	—	89.2	—	
Accounts payable, trade	1,497.1	—	1,497.1	—	
Other current liabilities (excl. derivatives)	108.4	108.4	—	—	Level 3
<b>TOTAL FINANCIAL LIABILITIES</b>	<b>2,355.4</b>	<b>143.9</b>	<b>2,180.4</b>	<b>31.1</b>	

<b>December 31, 2020</b>					
<b>Analysis by category of financial instruments</b>					
<i>(In millions of €)</i>	<b>Carrying amount</b>	<b>At fair value through profit or loss</b>	<b>Assets/Liabilities at amortized cost</b>	<b>At fair value through OCI</b>	<b>Level</b>
Other financial assets (excl. derivatives)	60.2	34.3	25.9	—	Level 1
Derivative financial instruments (non-current and current)	32.1	6.2	—	25.9	Level 2
Trade receivables, net	1,059.1	—	1,059.1	—	
Cash and cash equivalents	3,189.7	3,189.7	—	—	
Due from TechnipFMC - Trade receivable	65.2	—	65.2	—	
Due from TechnipFMC - Loans	56.6	—	56.6	—	
<b>TOTAL FINANCIAL ASSETS</b>	<b>4,462.9</b>	<b>3,230.2</b>	<b>1,206.8</b>	<b>25.9</b>	
Long-term debt, less current portion	—	—	—	—	
Other non-current financial liabilities (excl. derivatives)	85.3	85.3	—	—	Level 3
Short-term debt	402.4	—	402.4	—	
Derivative financial instruments (non-current and current)	11.5	1.0	—	10.5	Level 2
Accounts payable, trade	1,259.4	—	1,259.4	—	
Other current liabilities (excl. derivatives)	115.7	115.7	—	—	Level 3
Due to TechnipFMC - Trade payable	73.5	—	73.5	—	
Due to TechnipFMC - Loans	3.7	—	3.7	—	
<b>TOTAL FINANCIAL LIABILITIES</b>	<b>1,951.5</b>	<b>202.0</b>	<b>1,739.0</b>	<b>10.5</b>	

During the financial years 2021 and 2020, there were no transfers between Level 1 and Level 2 fair value measurements, and no transfers into or out of Level 3 fair value measurements.

**Investments** —The fair value measurement of quoted equity instruments is based on quoted prices that the Technip Energies Group has the ability to access in public markets.

**Mandatorily redeemable financial liability** — Management determined the fair value of the mandatorily redeemable financial liability using a discounted cash flow model. The key assumptions used in applying the income approach are the selected discount rates and the expected dividends to be distributed in the future to the non-controlling interest holders. Expected dividends to be distributed are based on the non-controlling interests' share of the expected profitability of the underlying contract, the selected discount rate, and the overall timing of completion of the project. A decrease of one percentage point in the discount rate would have increased the liability by €0.7 million as of December 31, 2021. The fair value measurement is based upon significant inputs not observable in the market and is consequently classified as a Level 3 fair value measurement.

Changes in the fair value of Level 3 mandatorily redeemable financial liability liability (note 20 Other liabilities (non-current and current)) are presented in the below table. Over the periods presented, the Technip Energies Group consolidated the total results of the Yamal entities and recorded a mandatorily redeemable financial liability representing the Group's dividend obligation.

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
<b>Balance at beginning of the period</b>	<b>201.0</b>	<b>239.3</b>	<b>356.8</b>
Add: Expenses recognized in statement of income	182.9	177.2	377.9
Less: Settlements	(256.0)	(196.7)	(502.7)
Net foreign exchange differences	12.9	(18.8)	7.3
<b>BALANCE AT END OF THE PERIOD</b>	<b>140.8</b>	<b>201.0</b>	<b>239.3</b>

**Fair value of debt** — The fair values (based on Level 2 inputs) of the Technip Energies Group debt, carried at amortized cost, are presented in note 22 Debt (long and short-term).

## 26.2. Derivative financial instruments

The management of the Technip Energies Group derivatives and hedge accounting was carried out centrally by TechnipFMC as of December 31, 2020, and by Technip Energies as of December 31, 2021.

For purposes of mitigating the effect of changes in exchange rates, Technip Energies holds derivative financial instruments to hedge the risks of certain identifiable and anticipated transactions and recorded assets and liabilities in the consolidated statement of financial position. The types of risks hedged are those relating to the variability of future earnings and cash flows caused by movements in foreign currency exchange rates. The Technip Energies Group's policy is to hold derivatives only for the purpose of hedging risks associated with anticipated foreign currency purchases and sales created in the normal course of business and not for trading purposes where the objective is solely or partially to generate profit.

Generally, Technip Energies enters into hedging relationships so that changes in the fair values or cash flows of the transactions being hedged are expected to be offset by corresponding changes in the fair value of the derivatives. For derivative instruments that qualify as a cash flow hedge, the effective portion of the gain or loss of the derivative, which does not include the time value component of a forward currency rate, is reported as a component of OCI and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. For derivative instruments not designated as hedging instruments, any change in the fair value of those instruments is reflected in earnings in the period such change occurs.

For further information on foreign currency risk exposure and management, refer to note 28 Market related exposure.

Technip Energies used the following types of derivative instruments:

**Foreign exchange rate forward contracts** - In general embedded derivative instruments are separated from the host contract if the economic characteristics and risks of the embedded derivative instrument are not clearly and closely related to those of the host contract and the host contract is not marked-to-market at fair value. The purpose of these instruments is to hedge the risk of changes in future cash flows of highly probable purchase or sale commitments denominated in foreign currencies and recorded assets and liabilities in the consolidated statement of financial position.

As of December 31, 2021, and December 31, 2020, the Group held the following material net positions:

<i>(In millions of currency)</i>	December 31, 2021		December 31, 2020	
	Net notional amount bought (Sold)		Net notional amount bought (Sold)	
	Local currency	Euro equivalent	Local currency	Euro equivalent
Australian dollar (AUD)	5.7	3.6	217.8	134.8
Canadian dollar (CAD)	—	—	(8.0)	(5.1)
Chinese yuan renminbi (CNY)	64.0	8.8	115.4	14.5
Euro (EUR)	173.1	173.1	151.2	151.2
Indian rupee (INR)	952.3	11.3	423.8	4.7
Japanese yen (JPY)	(544.7)	(4.2)	1,488.5	11.8
Kuwaiti dinar (KWD)	6.0	17.5	1.3	3.6
Malaysian ringgit (MYR)	118.5	25.0	193.2	39.1
Mexican peso (MXN)	684.3	29.4	1,444.8	59.5
Norwegian krone (NOK)	(186.1)	(18.6)	250.0	23.6
Pound sterling (GBP)	(62.1)	(74.0)	(175.0)	(193.2)
Qatari riyal (QAR)	(8.0)	(1.9)	5.0	1.1
Russian ruble (RUB)	(492.6)	(5.8)	(561.9)	(6.2)
Saudi riyal (SAR)	(3.0)	(0.7)	—	—
Singapore dollar (SGD)	41.4	27.0	15.0	9.3
Swedish krona (SEK)	(1.5)	(0.1)	—	—
UAE dirham (AED)	—	—	(1.6)	(0.4)
U.S. dollar (USD)	(569.3)	(500.7)	(1,392.3)	(1,144.3)

Fair value amounts for all outstanding derivative instruments have been determined using available market information and commonly accepted valuation methodologies. Accordingly, the estimates presented may not be indicative of the amounts that Technip Energies would realize in a current market exchange and may not be indicative of the gains or losses Technip Energies may ultimately incur when these contracts are settled.

The following table presents the location and fair value amounts of derivative instruments reported in the consolidated statement of financial position:

<i>(In millions of €)</i>	December 31, 2021		December 31, 2020	
	Assets	Liabilities	Assets	Liabilities
Derivatives designated as hedging instruments				
Foreign exchange contracts				
Current – Derivative financial instruments	6.8	30.1	20.5	6.9
Long-term – Derivative financial instruments	3.1	1.0	5.5	3.6
<b>Total derivatives designated as hedging instruments</b>	<b>9.9</b>	<b>31.1</b>	<b>26.0</b>	<b>10.5</b>
Derivatives not designated as hedging instruments				
Foreign exchange contracts				
Current – Derivative financial instruments	1.1	3.1	6.1	1.0
Long-term – Derivative financial instruments	—	—	—	—
<b>Total derivatives not designated as hedging instruments</b>	<b>1.1</b>	<b>3.1</b>	<b>6.1</b>	<b>1.0</b>
<b>TOTAL DERIVATIVES</b>	<b>11.0</b>	<b>34.2</b>	<b>32.1</b>	<b>11.5</b>

The Technip Energies Group recognized losses of €(1.5)million, and gains of €3.0 million and €0.8 million for the years ended December 31, 2021, 2020 and 2019 respectively, due to discontinuance of hedge accounting as it was probable that the original forecasted transaction would not occur. Cash flow hedges of forecasted transactions, net of tax, resulted in accumulated other comprehensive (loss)/income of €(18.3) million, €11.9 million and €(1.0) million at December 31, 2021, 2020 and 2019 respectively. The Technip Energies Group expects to transfer an approximately €(13.8) million loss from accumulated Other Comprehensive Income to earnings during the next 12 months when the anticipated transactions actually occur. All anticipated transactions currently being hedged are expected to occur by the second quarter of 2026.

The following tables present the location of gains (losses) in the consolidated statement of income related to derivative instruments designated as cash flow hedges:

<i>(In millions of €)</i>	<b>Gain (Loss) recognized in OCI (Effective Portion)</b>		
	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
Foreign exchange contracts			
Other comprehensive income/(loss)	(30.7)	23.9	(1.0)

The following tables present the location of cash flow hedge gain (loss) reclassified from accumulated other comprehensive income into profit (loss):

<i>(In millions of €)</i>	<b>Gain (Loss) reclassified from accumulated OCI into profit (loss) (Effective portion)</b>		
	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
Foreign exchange contracts			
Other income (expense), net	12.4	(3.4)	(5.0)

The following table presents the location of cash flow hedge gain (loss) recognized in profit (loss):

<i>(In millions of €)</i>	<b>Gain (Loss) recognized in profit (loss) (Ineffective portion and amount excluded from effectiveness testing)</b>		
	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
Foreign exchange contracts			
Other income (expense), net	8.8	17.2	(18.0)

The following table presents the location of gains (losses) in the consolidated statement of income related to derivative instruments not designated as hedging instruments:

<i>(In millions of €)</i>	<b>Gain (Loss) recognized in profit (loss) on derivatives (Instruments not designated as hedging instruments)</b>		
	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
Foreign exchange contracts			
Other income (expense), net	(7.1)	(2.0)	10.0

### 26.3. Offsetting financial assets and financial liabilities

The Technip Energies Group executes derivative contracts with counterparties that consent to a master netting agreement, which permits net settlement of the gross derivative assets against gross derivative liabilities. Each instrument is accounted for individually and assets and liabilities are not offset. As of December 31, 2021 and 2020 the Technip Energies Group had no collateralized derivative contracts.

The following tables present both gross information and net information of recognized derivative instruments:

	December 31, 2021			December 31, 2020		
	Gross amount recognized	Gross amounts not offset permitted under master netting agreements	Net amount	Gross amount recognized	Gross amounts not offset permitted under master netting agreements	Net amount
<i>(In millions of €)</i>						
Derivative assets	11.0	(7.3)	3.7	32.1	(2.8)	29.3
Derivative liabilities	34.2	(7.3)	26.9	11.5	(2.8)	8.7

### Note 27. Related party transactions

Receivables, payables, revenues and expenses which are included in the consolidated financial statements as transactions with related parties, defined as entities related to Technip Energies' directors and Technip Energies' main Shareholders as well as direct and indirect affiliates of Technip Energies and the partners of the Technip Energies Group's joint ventures, were as follows:

#### 27.1. Transactions with related parties and equity affiliates

Trade receivables consisted of receivables due from the following related parties:

<i>(In millions of €)</i>	December 31, 2021	December 31, 2020
JGC Corporation	41.7	30.9
CTEP France	31.9	—
TKJV	8.5	—
TTSJV WLL	4.6	12.1
TPIT Dar & Engineering	4.1	2.6
Novarctic	2.1	7.0
Others	11.4	7.4
<b>TOTAL TRADE RECEIVABLES</b>	<b>104.3</b>	<b>60.0</b>

Trade payables consisted of payables due to the following related parties:

<i>(In millions of €)</i>	December 31, 2021	December 31, 2020
CTEP Japan	6.3	—
Chiyoda	3.4	11.6
TTSJV WLL	1.7	—
Saipem	—	12.7
Suez Group S.A. <sup>(1)</sup>	—	6.1
Others	2.9	3.3
<b>TOTAL TRADE PAYABLES</b>	<b>14.3</b>	<b>33.7</b>

*(1) Prior to March 2020 Ms. Debon held various positions with Suez Group, the latest of which was Deputy Chief Executive Officer of the Suez Group. Following her departure from the Suez Group, the Suez Group is no longer a related party.*

Chiyoda and JGC Corporation are joint venture partners on Yamal and Qatar NFE projects. Saipem and Nipigas are joint venture partners on the Arctic LNG 2 project. CTEP France and Japan are joint-ventures established to carry-out our performance obligation under the Qatar NFE Project and are accounted for using the equity method.

Revenue consisted of amounts with the following related parties:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
CTEP France	106.9	—	—
JGC Corporation	40.6	42.5	98.3
TTSJV WLL	25.6	41.7	113.9
SASOL	16.1	—	—
Nipigas	13.9	—	—
Novarctic	9.3	8.5	—
TKJV	7.9	—	—
Others	19.4	1.3	15.5
<b>TOTAL REVENUE</b>	<b>239.7</b>	<b>94.0</b>	<b>227.7</b>

Expenses consisted of amounts with the following related parties:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
CTEP France	(61.1)	—	—
CTEP Japan	(62.4)	—	—
TTSJV WLL	(6.3)	—	—
Sofresid	(6.9)	—	—
Saipem	(5.3)	(15.9)	—
JGC Corporation	—	(0.4)	(18.6)
Chiyoda	(6.2)	(1.2)	(22.4)
Others	(6.6)	(2.0)	(5.3)
<b>TOTAL EXPENSES</b>	<b>(154.8)</b>	<b>(19.5)</b>	<b>(46.3)</b>

## 27.2. Transactions with TechnipFMC

On May 3, 2021, the Company acquired 1,801,802 shares in the share capital of the Company from TechnipFMC at €11.10 per share, the price per share negotiated by eligible institutional investors with TechnipFMC in an accelerated book building sell down. In acquiring the shares, the Group exercised its rights under the Separation and Distribution Agreement entered into with TechnipFMC on January 7, 2021. On January 10, 2022, the Company announced the acquisition of an additional 1.8 million of its own ordinary shares from TechnipFMC, at a unit price of €13.15.

As of December 31, 2021, TechnipFMC holds approximately 12% of Technip Energies shares and is considered a related party of Technip Energies.

Due from TechnipFMC consisted of:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>
Trade receivables	87.7	65.2
Trade payables	63.2	73.5
Loans due from TechnipFMC	—	56.6
Loans due to TechnipFMC	3.9	3.7
<b>TOTAL NET ASSETS DUE FROM TECHNIPFMC</b>	<b>20.6</b>	<b>44.6</b>

Trade receivables and payables comprise items arising in the ordinary course of business. Loans due from / to TechnipFMC represent discrete loans separately negotiated between the TechnipFMC Group and affiliates of the Technip Energies Group for various business and financing reasons during the reporting periods.

Related party revenue and operating expenses with TechnipFMC in the consolidated statement of income consisted of:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
Revenue	38.2	47.4	48.4
Expenses	22.7	(23.4)	(24.3)

The Technip Energies Group's revenue and expenses comprise items arising in the ordinary course of business.

As of December 31, 2021, all transactions with TechnipFMC are ordinary course of business and are included in each corresponding line. As of December 31, 2020, these amounts were specifically presented on a dedicated line of the Balance Sheet (Due to/from TechnipFMC).

### 27.3. Key management remuneration

Key management remuneration is as follows:

<i>(In millions of €)</i>	<b>December 31, 2021</b>	<b>December 31, 2020</b>	<b>December 31, 2019</b>
Salaries, bonuses and fringe benefits	5.9	0.4	0.5
Taxable benefits	0.1	—	—
Annual Incentives	1.3	0.5	1.2
Long-term incentive awards	9.5	0.2	1.6
Pension related benefits	0.1	0.1	0.1
<b>TOTAL</b>	<b>16.9</b>	<b>1.2</b>	<b>3.4</b>

As the Technip Energies Group did not operate as a stand-alone public company during the historical periods, the Group has not had a separate management team during the years ended 2020 and 2019. Therefore figures presented for these periods (i.e. 2020 and 2019) represent the share of employee benefits of TechnipFMC's key management allocated to the Technip Energies Group and recognized in the combined financial statements. The share of key management remuneration benefits attributable to the Technip Energies Group was determined using an allocation key based on the number of employees.

### Note 28. Market related exposure

#### 28.1. Liquidity risk

The primary objectives of liquidity management consist of meeting the continuing funding requirements of Technip Energies global operations with cash generated by such operations and Technip Energies existing Commercial Paper program.

Cash pooling and external financing are largely centralized at T.EN Eurocash SNC. Funds are provided to Technip Energies companies on the basis of an "in-house banking" solution.

The financing requirements of Technip Energies companies are determined on the basis of short- and medium-term liquidity planning. The financing is controlled and implemented centrally on a forward-looking basis in accordance with the planned liquidity requirements or surplus. Relevant planning factors taken into consideration include operating cash flow, capital expenditures, divestments, margin payments and the maturities of financial liabilities.

#### Commercial paper program and credit facility

Under the Commercial paper program, Technip Energies, through its treasury center T.EN Eurocash SNC, has the ability to access up to €750 million of financing through its commercial paper dealers. Technip Energies had respectively €80.0 million and €393 million of commercial paper issued under the facility as of December 31, 2021, and December 31, 2020. Refer to note 22 Debt (long and short-term) for more details.

The following is a summary of the credit facility as of December 31, 2021:

<i>(In millions of €)</i>	<b>Amount</b>	<b>Debt outstanding</b>	<b>Commercial paper outstanding</b>	<b>Unused capacity</b>
Three-year revolving credit facility	750.0	—	80.0	670.0

Technip Energies available capacity under the Revolving Facility is reduced by any outstanding commercial paper. As of December 31, 2021, all restrictive covenants were in compliance under the Revolving Facility.



## Undiscounted financial liabilities

The contractual, undiscounted repayment schedule of financial liabilities at December 31, 2021 is as follow:

<i>(In millions of €)</i>	2022	2023	2024	2025	2026	2027 and beyond	Total
Financial Debts	85.3	0.1	—	—	—	594.0	679.4
Accounts payable, trade	1,433.9	—	—	—	—	—	1,433.9
Derivative financial instruments	33.1	1.1	—	—	—	—	34.2
Redeemable financial liability	108.4	21.0	11.4	—	—	—	140.8
Due to TechnipFMC - Trade payables	63.2	—	—	—	—	—	63.2
Due to TechnipFMC - Loans	3.9	—	—	—	—	—	3.9
<b>TOTAL FINANCIAL LIABILITIES AS OF DECEMBER 31, 2021</b>	<b>1,727.8</b>	<b>22.2</b>	<b>11.4</b>	<b>—</b>	<b>—</b>	<b>594.0</b>	<b>2,355.4</b>

The contractual, undiscounted repayment schedule of financial liabilities at December 31, 2020 is as follow:

<i>(In millions of €)</i>	2021	2022	2023	2024	2025	2026 and beyond	Total
Financial Debts	402.4	—	—	—	—	—	402.4
Accounts payable, trade	1,259.4	—	—	—	—	—	1,259.4
Derivative financial instruments	8.2	3.0	0.3	—	—	—	11.5
Redeemable financial liability	115.7	43.8	25.0	16.5	—	—	201.0
Due to TechnipFMC - Trade payables	73.5	—	—	—	—	—	73.5
Due to TechnipFMC - Loans	3.7	—	—	—	—	—	3.7
<b>TOTAL FINANCIAL LIABILITIES AS OF DECEMBER 31, 2020</b>	<b>1,862.9</b>	<b>46.8</b>	<b>25.3</b>	<b>16.5</b>	<b>—</b>	<b>—</b>	<b>1,951.5</b>

### 28.2. Foreign currency exchange rate risk

Technip Energies conducts operations around the world in a number of different currencies. Many of the Technip Energies Group's significant foreign subsidiaries have designated the local currency as their functional currency. Earnings are therefore subject to change due to fluctuations in foreign currency exchange rates when the earnings in foreign currencies are translated into Euro. The Technip Energies Group does not hedge this translation impact on earnings. A 10% increase or decrease in the average exchange rates of all foreign currencies as of December 31, 2021, would have changed the Technip Energies Group's revenue and profit (loss) before income taxes attributable to the Technip Energies Group by approximately €221.1 million and €33.6 million, respectively. A 10% increase or decrease in the average exchange rates of all foreign currencies as of December 31, 2020, would have changed the Technip Energies Group's revenue and profit (loss) before income taxes attributable to the Technip Energies Group by approximately €194.5 million and €28.5 million, respectively. A 10% increase or decrease in the average exchange rates of all foreign currencies as of December 31, 2019, would have changed the Technip Energies Group's revenue and profit (loss) before income taxes attributable to the Technip Energies Group by approximately €293.1 million and €22.3 million, respectively.

When transactions are denominated in currencies other than the respective functional currencies of the applicable subsidiaries of the Technip Energies Group, the Group manages these exposures through the use of derivative instruments. The Group primarily uses foreign currency forward contracts to hedge the foreign currency fluctuations associated with firmly committed and forecasted foreign currency denominated payments and receipts. The derivative instruments associated with these anticipated transactions are usually designated and qualify as cash flow hedges, and as such the gains and losses associated with these instruments are recorded in other comprehensive income until such time that the underlying transactions are recognized. Unless these cash flow contracts are deemed to be ineffective or are not designated as cash flow hedges at inception, changes in the derivative fair value will not have an immediate impact on results of operations since the gains and losses associated with these instruments are recorded in other comprehensive income. When the anticipated transactions occur, these changes in value of derivative instrument positions will be offset against changes in the value of the underlying transaction.

When an anticipated transaction in a currency other than the functional currency of an entity is recognized as an asset or liability on the statement of financial position, we also hedge the foreign currency fluctuation of these assets and liabilities with derivative instruments after netting the Technip Energies Group's exposures worldwide. These derivative instruments do not qualify as cash flow hedges.

Occasionally, the Technip Energies Group enters into contracts or other arrangements containing terms and conditions that qualify as embedded derivative instruments and are subject to fluctuations in foreign exchange rates. In those situations, the Technip Energies Group enters into derivative foreign exchange contracts that hedge the price or cost fluctuations due to movements in the foreign exchange rates. These derivative instruments are not designated as cash flow hedges.

For foreign currency forward contracts hedging anticipated transactions that are accounted for as cash flow hedges, a 10% increase in the value of the Euro would have resulted in an additional loss of €65.0 million in the net fair value of cash flow hedges reflected in the consolidated statement of financial position as of December 31, 2021, and an additional gain of nil, €0.2 million and €0.1 million in the net fair value of cash flow hedges as of December 31, 2020 and 2019 respectively.

For certain committed and anticipated future cash flows and recognized assets and liabilities that are denominated in a foreign currency the Technip Energies Group may choose to manage risk against changes in the exchange rates, when compared against the functional currency, through the economic netting of exposures instead of derivative instruments. Cash outflows or liabilities in a foreign currency are matched against cash inflows or assets in the same currency such that movements in exchange rates will result in offsetting gains or losses. Due to the inherent unpredictability of the timing of cash flows, gains and losses in the current period may be economically offset by gains and losses in a future period. All gains and losses are recorded in the consolidated statement of income in the period in which they are incurred. Gains and losses from the remeasurement of assets and liabilities are recognized in other income (expense), net.

### 28.3. Interest rate risk

The Technip Energies Group is generally financed using the internal cash pooling system. Cash pooling balances earn and bear interest on normal market terms and conditions (rates of interest for specific maturities and currencies). Individual members of the Technip Energies Group that are not included in the internal cash pool due to legal restrictions arrange financing independently or with discrete intercompany loans at arm's length terms and conditions or deposit their excess liquidity with leading local banks.

The Technip Energies Group assesses effectiveness of forward foreign currency contracts designated as cash flow hedges based on changes in fair value attributable to changes in spot rates. The Technip Energies Group excludes the impact attributable to changes in the difference between the spot rate and the forward rate for the assessment of hedge effectiveness and recognizes the change in fair value of this component immediately in earnings. Considering that the difference between the spot rate and the forward rate is proportional to the differences in the interest rates of the countries of the currencies being traded, the Technip Energies Group has exposure in the unrealized valuation of its forward foreign currency contracts to relative changes in interest rates between countries in its results of operations.

Based on the Technip Energies Group's portfolio as of December 31, 2021, the Technip Energies Group has material positions with exposure to interest rates in the United States, the United Kingdom, Singapore, the European Community and Norway.

The Technip Energies Group's fixed rate borrowings include commercial paper and loans due to TechnipFMC. There are no floating rate borrowings.

<i>(In millions of €)</i>	As of December 31,	
	2021	2020
Bonds (note 22)	598.5	—
Commercial paper (note 22)	80.0	393.0
Bank borrowings and other (note 22)	0.9	9.4
Loans due to TechnipFMC (note 27)	3.9	3.7
<b>TOTAL DEBT</b>	<b>683.3</b>	<b>406.1</b>

#### Sensitivity analysis as of December 31, 2021

As of December 31, 2021, the net cash position of the Technip Energies Group (cash and cash equivalents, less financial debts) amounted to €2,955.3 million. A 1% (100 basis points) increase in interest rates would generate an additional profit of €29.6 million before tax in the net cash position. A 1% (100 basis points) decrease in interest rates would generate a loss of the same amount.

#### Sensitivity analysis as of December 31, 2020

As of December 31, 2020, the net short-term cash position of the Technip Energies Group (cash and cash equivalents, less short-term financial debt) amounted to €2,783.6 million. A 1% (100 basis points) increase in interest rates would generate an additional profit of €27.8 million before tax in the net cash position. A 1% (100 basis points) decrease in interest rates would generate a loss of the same amount.

#### Sensitivity analysis as of December 31, 2019

As of December 31, 2019, the net cash position of the Technip Energies Group (cash and cash equivalents, less short-term financial debt) amounted to €2,976.8 million. A 1% (100 basis points) increase in interest rates would generate an additional profit of €29.8 million before tax in the net cash position. A 1% (100 basis points) decrease in interest rates would generate a loss of the same amount.

## 28.4. Credit risk

Valuations of derivative assets and liabilities reflect the value of the instruments, including the values associated with counterparty risk. These values must also take into account the Technip Energies Group's credit standing, thus including in the valuation of the derivative instrument the value of the net credit differential between the counterparties to the derivative contract. The methodology includes the impact of both counterparties and such entity's own credit standing. Adjustments to derivative assets and liabilities related to credit risk were not material for any period presented.

By their nature, financial instruments involve risk, including credit risk, for non-performance by counterparties. Financial instruments that potentially subject the Technip Energies Group to credit risk primarily consist of trade receivables, contract assets, contractual cash flows from debt instruments (primarily loans), cash equivalents and deposits with banks, as well as derivative contracts. The Technip Energies Group manages the credit risk on financial instruments by transacting only with what management believes are financially secure counterparties, requiring credit approvals and credit limits, and monitoring counterparties' financial condition. The maximum exposure to credit loss in the event of non-performance by the counterparty is limited to the amount drawn and outstanding on the financial instrument. The Technip Energies Group mitigates credit risk on derivative contracts by executing contracts only with counterparties that consent to a master netting agreement, which permits the net settlement of gross derivative assets against gross derivative liabilities.

The Group has applied the IFRS 9 simplified approach to measuring expected credit losses which uses a lifetime expected loss allowance for all trade receivables and contract assets.

Credit risk exposure on trade receivables and contract assets using a provision matrix are set out as follows:

December 31, 2021						
	Days past due				Total trade receivables	Contract assets
	Current	Less than 3 months	3 to 12 months	Over 1 year		
<i>(In millions of €)</i>						
Net carrying amount	680.3	114.0	144.3	99.8	1,038.4	331.8
Weighted average expected credit loss rate	—%	—%	—%	—%	0.09%	0.09%

December 31, 2020						
	Days past due				Total trade receivables	Contract assets
	Current	Less than 3 months	3 to 12 months	Over 1 year		
<i>(In millions of €)</i>						
Net carrying amount	664.1	212.4	85.8	96.8	1,059.1	271.8
Weighted average expected credit loss rate	—%	—%	—%	—%	0.16%	0.16%

## Note 29. Commitments and contingent liabilities

### 29.1. Contingent liabilities associated with guarantees

In the ordinary course of business, the Technip Energies Group enters into standby letters of credit, performance bonds, surety bonds and other guarantees with financial institutions for the benefit of its customers, vendors and other parties. The majority of these financial instruments expire within five years. Management does not expect any of these financial instruments to result in losses that, if incurred, would have a material adverse effect on the Technip Energies Group's consolidated financial position, results of operations or cash flows.

Guarantees consisted of the following:

<i>(In millions of €)</i>	As of December 31,	
	2021	2020
Financial guarantees (1)	105.0	167.3
Performance guarantees (2)	2,709.9	2,919.2
<b>MAXIMUM POTENTIAL UNDISCOUNTED PAYMENTS</b>	<b>2,814.9</b>	<b>3,086.5</b>

(1) Financial guarantees represent contracts that contingently require a guarantor to make payments to a guaranteed party based on changes in an underlying agreement that is related to an asset, a liability, or an equity security of the guaranteed party. These tend to be drawn down only if there is a failure to fulfill financial obligations.

(2) Performance guarantees represent contracts that contingently require a guarantor to make payments to a guaranteed party based on another entity's failure to perform under a nonfinancial obligating agreement. Events that trigger payment are performance-related, such as failure to ship a product or provide a service.

## 29.2. Contingent liabilities associated with legal matters

The Group is involved in various pending or potential legal actions or disputes in the ordinary course of business. Management is unable to predict the ultimate outcome of these actions because of their inherent uncertainty. However, management believes that the most probable, ultimate resolution of these matters will not have a material adverse effect on the Technip Energies Group's consolidated financial position, results of operations or cash flows.

In late 2016, TechnipFMC was contacted by the DOJ regarding its investigation of offshore platform projects awarded between 2003 and 2007, performed in Brazil by a joint venture company in which TechnipFMC was a minority participant. Subsequently TechnipFMC has also raised the subject with the DOJ of certain other projects performed by TechnipFMC subsidiaries in Brazil between 2002 and 2013. The DOJ has also inquired about projects in Ghana and Equatorial Guinea that were awarded to TechnipFMC subsidiaries in 2008 and 2009, respectively. TechnipFMC cooperated with the DOJ in its investigation into the potential violations of the U.S. Foreign Corrupt Practices Act ("FCPA") in connection with these projects, and contacted and cooperated with the Brazilian authorities (the Federal Prosecution Service ("MPF"), the Comptroller General of Brazil ("CGU") and the Attorney General of Brazil ("AGU")) as relates to their investigation concerning the projects in Brazil. Technip Energies is subject to an ongoing investigation by the *French Parquet National Financier* ("PNF") related to the above referenced projects in Equatorial Guinea and Ghana. In addition, Technip Energies was recently informed by the PNF that the PNF was reviewing historical projects in Angola.

On June 25, 2019, TechnipFMC announced a global resolution to pay a total of \$301.3 million to the DOJ, the MPF and the CGU/AGU to resolve these anti-corruption investigations, of which \$281.3 million related to Technip Energies' business. As part of this resolution, TechnipFMC entered into a three-year deferred prosecution agreement with the DOJ related to charges of conspiracy to violate the FCPA related to conduct in Brazil and other matters ("DPA"). In addition, Technip USA, Inc (renamed since Technip Energies USA, Inc.), a U.S. subsidiary, pled guilty to one count of conspiracy to violate the FCPA related to conduct in Brazil.

To date, the investigation by the PNF has been involved with the historical projects in Equatorial Guinea and Ghana (with the PNF now having informed Technip Energies that the PNF was reviewing projects in Angola) and has not reached a conclusion. Technip Energies and TechnipFMC are cooperating and Technip Energies remains committed to finding a resolution with the PNF.

There is no certainty that a settlement with PNF will be reached. The PNF has a broad range of potential sanctions under anticorruption laws and regulations that it may seek to impose in appropriate circumstances including, but not limited to, fines, penalties, and modifications to business practices and compliance programs. Any of these measures, if applicable to the Company, as well as potential customer reaction to such measures, could have a material adverse impact on its financial position or profitability. The financial consequences of these investigations are to be retained by TechnipFMC by way of an indemnity provided by TechnipFMC to the Company under the Separation and Distribution Agreement. If the Company cannot reach a resolution with the PNF, it could be subject to criminal proceedings in France, the outcome of which cannot be predicted.

### Contingent liabilities associated with liquidated damages

Some of the Technip Energies Group's contracts contain provisions that require the relevant Technip Energies Group company to pay liquidated damages if the relevant company is responsible for the failure to meet specified contractual milestone dates and the applicable customer asserts a conforming claim under these provisions. These contracts define the conditions under which the customers of Technip Energies may make claims against it for liquidated damages. Based upon the evaluation of Technip Energies Group's performance and other commercial and legal analysis, management believes that the Group has appropriately recognized probable liquidated damages as of December 31, 2021, and 2020, and that the ultimate resolution of such matters will not materially affect its consolidated financial position, consolidated results of operations, or consolidated cash flows.

### Note 30. Auditor's remuneration

For the years ended 2020 and 2019, Technip Energies was not a public listed independent company, and therefore had no disclosures regarding the auditors' remuneration.

Auditor's remuneration as of December 31, 2021 is as follows:

	December 31, 2021
<i>(In millions of €)</i>	
Fees payable to Technip Energies' auditors for the audit of its annual financial statements	(1.8)
Fees payable to Technip Energies' auditors and its associates for the audit of its subsidiaries	(3.7)
<b>TOTAL FEES PAYABLE FOR AUDIT SERVICES</b>	<b>(5.5)</b>
Audit related	—
Tax fees	—
All other fees	(0.9)
<b>TOTAL FEES PAYABLE FOR OTHER SERVICES</b>	<b>(0.9)</b>

Of the total fees billed, an amount of €0.3 million relates to PricewaterhouseCoopers Accountants NV. The remainder relates to other firms within the PwC network.

**Note 31. Companies included in the scope of the consolidated financial statements**

The legal entities comprising Technip Energies' scope of consolidation including principal subsidiaries, associates and joint ventures as of December 31, 2021 are listed below:

**31.1. Principal subsidiaries**

Company Name	Address	Interest held in % as of December 31, 2021
<b>AUSTRALIA</b>		
Genesis Oil & Gas Consultants (Pty) Ltd	Ground Floor, 1 William Street Perth WA 6000	100
T.EN Australia and New Zealand Pty Ltd	Ground Floor, 1 William Street Perth WA 6000	100
<b>BELARUS</b>		
Technip Bel	Unitary Enterprise "Deloitte Legal" 51A K. Tsetkin St. 220004 Minsk	100
<b>BRAZIL</b>		
Genesis Oil & Gas Brasil Engenharia Ltda.	Rua Paulo Emídio Barbosa, 485, quadra 4 (parte) Cidade Universitária 21941-615, Rio de Janeiro	100
<b>BRUNEI</b>		
T.EN Engineering (B) Snd. Bhd.	B6, Second Floor, Block B, Shakirin Complex, Kampong Kiulap BE1518, Bandar Seri Begawan, Brunei Darussalam	93.1
<b>COLOMBIA</b>		
Tipiel, S.A.	Calle 38 # 8-62 Piso 3, 110111, Bogota D.C.	56.5
<b>CHINA</b>		
Shanghai Technip Trading Company	Room 1904, 19th Floor, Xuhui Vanke Center 5 Ding'An Road 200030, Shanghai	100
Technip Chemical Engineering (Tianjin) Co., Ltd.	521 Jing Jin Road 300400, Tianjin	100
Technip Engineering Consultant (Shanghai) Co., Ltd	Room 1902, 19th Floor, Xuhui Vanke Center 5 Ding'An Road 200030, Shanghai	100
Gydan Yard Management Services (Shanghai) Co., Ltd.	18F/1329 Huai Hai Middle Road 200010, Shanghai	84.9
<b>FRANCE</b>		
Clecel SAS	2126 boulevard de La Défense Immeuble Origine CS 10266 92741 Nanterre Cedex	100
Consorcio Intep SNC	2126 boulevard de La Défense Immeuble Origine CS 10266 92741 Nanterre Cedex	90
Cybernetix SAS	Technopôle de Château Gombert 306 Rue Albert Einstein BP 94 13382 Marseille Cedex 13	100
Cyxplus SAS	Technopôle de Château Gombert 306 Rue Albert Einstein BP 94 13382 Marseille Cedex 13	100
Gydan LNG SNC	2126 boulevard de La Défense Immeuble Origine CS 10266 92741 Nanterre Cedex	84
Gygaz SNC	2126 boulevard de La Défense Immeuble Origine CS 10266 92741 Nanterre Cedex	84.85
Middle East Projects International (Technip Mepi) SAS	2126 boulevard de La Défense Immeuble Origine CS 10266 92741 Nanterre Cedex	100
Safrel SAS	2126 boulevard de La Défense Immeuble Origine CS 10266 92741 Nanterre Cedex	100
SCI Les Bessons	Technopôle de Château Gombert 306 Rue Albert Einstein BP 94 13382 Marseille Cedex 13	100
South Tambey LNG (1)	5 place de la Pyramide, Tour Ariane Paris La Défense 92800 Puteaux	50
T.EN Corporate Services SAS	2126 boulevard de La Défense Immeuble Origine CS 10266 92741 Nanterre Cedex	100
T.EN Eurocash SNC	2126 boulevard de La Défense Immeuble Origine CS 10266 92741 Nanterre Cedex	100
Technip Energies France SAS	2126 boulevard de La Défense Immeuble Origine CS 10266 92741 Nanterre Cedex	100
T.EN Engineering SAS	2126 boulevard de La Défense Immeuble Origine CS 10266 92741 Nanterre Cedex	100
T.EN Net SAS	2126 boulevard de La Défense Immeuble Origine CS 10266 92741 Nanterre Cedex	100

T.EN Normandie SAS	14 rue Linus Carl Pauling PAT La Vatine 76130 Mont-Saint-Aignan	100
Yangz SNC (1)	2126 boulevard de La Défense Immeuble Origine CS 10266 92741 Nanterre Cedex	50
FMC Loading Systems SAS	Route des Clérimois - 89100 Sens	100
<b>GERMANY</b>		
Technip Zimmer GmbH	Friessstrasse 20 60388 Frankfurt am Main	100
<b>INDIA</b>		
T.EN Global Business Services Private Limited	B-22 Okhla Industrial Area, Phase -1 110020 New Delhi	100
Technip Energies India Limited	B-22 Okhla Industrial Area, Phase -1 110020 New Delhi	100
<b>INDONESIA</b>		
PT Technip Engineering Indonesia	Metropolitan Tower, 15th Floor Jln. R.A. Kartini Kav. 14 (T.B. Simatupang) Cilandak, Jakarta Selatan 12430 Jakarta	32.67
<b>ITALY</b>		
Consorzio Technip Italy Procurement Services - TIPS	68, Viale Castello della Magliana 00148 Rome	100
T.EN Italy Solutions S.p.A.	68, Viale Castello della Magliana 00148 Rome	100
Technip Energies Italy S.p.A.	68, Viale Castello della Magliana 00148 Rome	100
TPL - Tecnologie Progetti Lavori S.p.A.	68, Viale Castello della Magliana 00148 Rome	100
Consorzio Technip Italy Worley Parsons	68, Viale Castello della Magliana 00148 Rome	90
<b>JAPAN</b>		
Technip Energies Japan GK	Level 10, Huliic Minatomirai 1-1-7, Sakuragi-cho, Naka-ku Yokohama-shi, Kanagawa	100
<b>MALAYSIA</b>		
Genesis Oil & Gas Consultants Malaysia Sdn. Bhd.	Suite 13.03, 13th Floor 207 Jalan Tun Razak 50400 Kuala Lumpur	100
T.EN Far East Sdn Bhd	Suite 13.03, 13th Floor 207 Jalan Tun Razak 50400 Kuala Lumpur	100
Technip Energies (M) Sdn. Bhd.	Suite 13.03, 13th Floor 207 Jalan Tun Razak 50400 Kuala Lumpur	30
<b>MEXICO</b>		
Technip De Mexico S. De R.L. De C.V.	Blvd. Manuel Ávila Camacho 36, Piso 10, Oficina 1058 Lomas De Chapultepec I Sección. C. P. 11000, Alcaldía Miguel Hidalgo Ciudad de México	100
TP Energies Servicios Mexico, S. de R.L. de C.V.	Blvd. Manuel Ávila Camacho 36, Piso 10, Oficina 1058 Lomas De Chapultepec I Sección. C. P. 11000, Alcaldía Miguel Hidalgo Ciudad de México	100
TP Oil & Gas Mexico, S. de R.L. de C.V.	Avenida de la Marina Oficina 1 22800, Encenada, Baja California	100
<b>MOZAMBIQUE</b>		
FMC Technologies Mozambique, Limitada	Zedequias Manganhela Avenue, no. 257, fifth floor, Maputo City	100
<b>NETHERLANDS</b>		
Technip Energies N.V.	2126 boulevard de la Défense Immeuble Origine CS 10266 92741, Nanterre Cedex	100
Technip Benelux B.V.	Afrikaweg 30, 2713 AW, Zoetermeer	100
Technip EPG B.V.	Barbizonlaan 50, 2908 ME, Capelle aan den IJssel	100
Technip Oil & Gas B.V.	Afrikaweg 30, 2713 AW, Zoetermeer	100
Technip Energies International B.V.	Afrikaweg 30, 2713 AW, Zoetermeer	100
<b>NEW-CALEDONIA - FRENCH OVERSEAS TERRITORY</b>		
T.EN Nouvelle-Calédonie SAS	27 bis avenue du Maréchal Foch – Galerie Center Foch – Centre-Ville, B.P. 4460, 98847 Noumea	100
<b>NORWAY</b>		
Anchor Contracting	Bryggegata 9, NO-0250, Oslo	100

Genesis Oil And Gas Consultants Norway AS	Moseidslleta 122, 4033, Stavanger	100
Inocean AS	Bryggegate 9, NO-0250, Oslo	100
Inocean Marotec	Bryggegate 9, NO-0250, Oslo	90.1
Kanfa AS	Philip Pedersens Road 7, 1366 Lysaker	100
<b>PANAMA</b>		
T.EN Overseas S.A.	East 53rd Street, Marbella, Humboldt Tower 2nd Floor, P.O. Box 0819-09132	100
<b>POLAND</b>		
Inocean Poland Sp. Z.o.o.	Ul. Dubois, 20, 71-610, Szczecin	100
Technip Polska Sp. Z o.o.	Ul. Promyka 13/4, 01-604 Warsaw	100
<b>RUSSIAN FEDERATION</b>		
Rus Technip LLC	Prechistenka, str. 40/2, building 1, Office XXVII, 4th floor 123298 Moscow	51
Technip Rus LLC	Ligovskiy Prospekt, 266, Bldg. Litera. O 196084 St. Petersburg	100
Arctic Energies	Territory of TOR "Stolitsa Arktiki", 184363, Kolsky Municipal District, Murmansk Region	100
<b>SAUDI ARABIA</b>		
Technip Saudi Arabia Limited	P.O. Box 3596 Al Khobar 34423	76
TPL Arabia	P.O. Box 3596 Al Khobar 34423	90
<b>SINGAPORE</b>		
Technip Energies Singapore Pte. Ltd.	4 Robinson Road, #05-01 The House of Eden 048543 Singapore	100
<b>SOUTH AFRICA</b>		
Technip South Africa (Pty.) Ltd	34 Monkor Road - Randpark Ridge 2194 Randburg	100
<b>SPAIN</b>		
Technip Iberia, S.A.	Building nº8 – Floor 4th Plaça de la Pau s/n, World Trade Center – Almeda Park – Cornellà de Llobregat, 08940 Barcelona	100
<b>SWEDEN</b>		
Inocean AB	Gardatorget 1, Goteborg	100
<b>SWITZERLAND</b>		
Engineering Re AG	Vulkanstrasse 106, 8048 Zürich	100
Technipetrol AG	Neugasse 14, CH-6304 Zug	100
<b>THAILAND</b>		
Technip Energies (Thailand) Ltd	20th Floor, Suntower, Building A 123 Vibhavadee-Rangsit Road, Jomphon Jatujak, Bangkok 10900	74
Technip Energies Holding (Thailand) Ltd	20th Floor, Suntower, Building A 123 Vibhavadee-Rangsit Road, Jomphon Jatujak, Bangkok 10900	49
<b>UNITED ARAB EMIRATES</b>		
Multi Phase Meters FZE	Office No. LB14414 P.O. Box 262274 Jebel Ali Free Zone, Dubai	100
<b>UNITED KINGDOM</b>		
Coflexip (UK) Ltd	One St Paul's Churchyard London EC4M 8AP	100
Cybernetix S.R.I.S. Limited	One St Paul's Churchyard London EC4M 8AP	100
Genesis Oil & Gas Consultants Ltd	One St Paul's Churchyard London EC4M 8AP	100
Genesis Oil And Gas Ltd	One St Paul's Churchyard London EC4M 8AP	100
Technip E&C Limited	One St Paul's Churchyard London EC4M 8AP	100

Technip PMC Services Limited	One St Paul's Churchyard London EC4M 8AP	100
TechnipFMC Holdings Limited	One St Paul's Churchyard London EC4M 8AP	100
<b>UNITED STATES</b>		
Badger Licensing LLC	c/o Corporation Service Company 251, Little Falls Drive Wilmington, Delaware 19808	100
Technip E&C, Inc.	c/o CT Corporation System 3867 Plaza Tower Dr Baton Rouge, Louisiana 70816	100
T.EN Energy & Chemicals International, Inc.	c/o CT Corporation System 3867 Plaza Tower Dr Baton Rouge, Louisiana 70816	100
T.EN Process Technology, Inc.	c/o CT Corporation System 3867 Plaza Tower Dr Baton Rouge, Louisiana 70816	100
T.EN S&W Abu Dhabi, Inc.	c/o Corporation Trust Center 1209 Orange St. Wilmington, Delaware 19801	100
T.EN S&W International, Inc.	c/o CT Corporation System 3867 Plaza Tower Dr Baton Rouge, Louisiana 70816	100
T.EN Stone & Webster Process Technology, Inc	c/o Corporation Trust Center 1209 Orange St. Wilmington, Delaware 19801	100
Technip Energies USA, Inc.	c/o Corporation Trust Center 1209 Orange St. Wilmington, Delaware 19801	100
<b>VENEZUELA</b>		
Inversiones Dinsa, C.A	Calle 1 con Calle 2, Centro Empresarial INECOM, Piso 1, La Urbina Caracas, 1073	100
Technip Velam	Calle 1 con Calle 2, Centro Empresarial INECOM, Piso 1, La Urbina Caracas, 1073	100
<b>VIETNAM</b>		
T.EN Vietnam Co., Ltd.	207A Nguyen Van Thu, Da Kao Ward, District 1 Ho Chi Minh City	100

(1) Technip Energies has an ownership interest in both Yamgaz SNC and South Tambey LNG of 200.002 shares (of total outstanding shares), or 50.0005%, and obtained a majority interest and voting control over Yamgaz SNC and South Tambey and consolidated both entities effective December 31, 2016.



**31.2. Associates and joint ventures**

Company Name	Address	Interest held in % as of December 31, 2021
<b>BAHRAIN</b>		
TTSJV W.L.L.	Block 215, Rd 1531, Bldg 1130, Flt.12 P.O.Box 28110 Muharraq	36
<b>BOSNIA AND HERZEGOVINA</b>		
Petrolinvest, D.D. Sarajevo	Tvornicka 3, 71000 Sarajevo	33
<b>BRAZIL</b>		
FSTP Brasil Ltda.	Rua Visconde de Inhaúma, N.º 83 - 17º e 18º andares Centro, Rio de Janeiro	25
<b>FRANCE</b>		
Novarctic SNC	2126 boulevard de la Défense Immeuble Origine CS 10266 92741 Nanterre Cedex	33.33
TP JGC Coral France SNC	2126 boulevard de la Défense Immeuble Origine CS 10266 92741 Nanterre Cedex	50
CTEP France	2126 boulevard de la Défense Immeuble Origine CS 10266 92741 Nanterre Cedex	50
<b>INDONESIA</b>		
PT Technip Indonesia	Metropolitan Tower, 15th Floor Jln. R.A. Kartini Kav. 14 (T.B. Simatupang) Cilandak, Jakarta Selatan 12430 Jakarta	33
<b>KAZAKHSTAN</b>		
TKJV LLP	Av. Abdirova, bld. 3, 100009, Karaganda city, Kazybek bi district	49.5
<b>JAPAN</b>		
CTEP Japan	Level 10, Hulic Minatomirai, 1-1-7, , Sakuragi-cho, Naka-ku, Yokohama-shi, Kanagawa	50
<b>MALAYSIA</b>		
T.EN Consultant (M) Sdn. Bhd	Suite 13.03, 13th Floor, Menara Tan & Tan 207 Jalan Tun Razak 50400 Kuala Lumpur	27.18
<b>MEXICO</b>		
Ethylene XXI Contractors S.A.P.I. de C.V.	Bldv Manuel Ávila Camacho Número 32, piso 6, oficina 677, Col. Lomas de Chapultepec, C.P. 11000, Ciudad de México	40
Desarrolladora de Etileno, S. de R.L. de C.V.	Bldv Manuel Ávila Camacho Número 36, piso 10, Col. Lomas de Chapultepec, C.P. 11000, Ciudad de México	40
<b>MOZAMBIQUE</b>		
ENHL- TechnipFMC Mozambique, LDA	Av. Vladimir Lenine, 1123, 7º andar Edificio Topazio Maputo Maputo	51
JGC Fluor TechnipFMC Mozambique, LDA	Av. Vladimir Lenine, 1123, 7º andar Edificio Topazio Maputo Maputo	33.33
TP JGC Coral Mozambique	Av. Vladimir Lenine, 1123, 7º andar Edificio Topazio Maputo Maputo	50
<b>NETHERLANDS</b>		
Etileno XXI Holding B.V.	Afrikaweg 30, 2713 AW, Zoetermeer	50
Etileno XXI Services B.V.	Beursplein 37, Office 869, 3011 AA Rotterdam	40
<b>NORWAY</b>		
Marine Offshore AS	Vollsveien 17A , 1366, Lysaker	51
<b>RUSSIAN FEDERATION</b>		
Nova Energies	Room 1,2, Premises XXXV, ul. Akademika Pilyugina 22 117393, Moscow	50
<b>SAUDI ARABIA</b>		
Technip Italy S.p.A. & Dar Al Riyadh for Engineering		

Consulting	P.O. Box 3596, 34423 Al-Khobar	60
<b>SINGAPORE</b>		
FSTP Pte Ltd	50 Gul Road, 629351 Singapore	25
<b>UNITED ARAB EMIRATES</b>		
Yemgas FZCO	Office # LB15312 P.O. Box 17891 Jebel Ali Free Zone - Dubai	33.33
<b>UNITED STATES</b>		
Spars International Inc.	c/o CT Corporation System 1999 Bryan Street, Suite 900 Dallas, Texas 75201	50
Deep Oil Technology Inc.	c/o CT Corporation System 818 W. Seven St. Los Angeles, California 90017	50

### Note 32. Subsequent events

On January 11, 2022, the Group acquired 1.8 million of its own shares from TechnipFMC. The purchase price of the shares subject to the sale was €13.15 per share.

The Board of Directors has decided to propose at the Annual Shareholder Meeting on May 5, 2022, the distribution of a dividend of €79.6 million for the 2021 financial year (which equals to €0.45 per share, based on the number of shares outstanding less the number of treasury shares held at the dividends payment date). If approved, this dividend would be paid out of retained earnings

On February 8, 2022, Technip Energies has announced that it has acquired a 16.3% stake in X1 Wind for an amount of €5 million, a renewable energy startup that has designed an innovative and disruptive offshore wind turbine floater with major environmental and operational benefits.

On February 17, 2022, The Group has announced its strategic investment of €10 million to the capital increase of Hy2gen AG and its subscription to convertible bonds for an amount of €40 million. Hy2gen AG is a green hydrogen investment platform. This capital will be used for the construction of facilities to produce green hydrogen-based fuels.

At the beginning of 2022, the crisis caused by Russia's invasion of Ukraine and the ensuing war resulted in the adoption of extensive sectoral and financial sanctions. Such sanctions target the core infrastructure of the Russian financial system. We monitor sanctions on a daily basis to understand their effect and to implement real time mitigation action plans. As part of this review, Technip Energies monitors on an on-going basis its clients, their key executives as well as their ultimate beneficial owners against new sanctions adopted against Russian individuals and companies. To date, we have not identified as a result of our sanctions compliance watch any information that would require us to discontinue ongoing work in Russia.

As of December 31, 2021, approximately €3.8 billion or 23% of our backlog scheduled to be executed over the five-year period from 2022 to 2026, related to Russian projects. Our inability to carry out projects in Russia, due to the war and sanctions, will result in the loss of Russian revenues. As a result of the war, Technip Energies has taken the decision to suspend until further notice working on future business opportunities in Russia.

We believe that the impact of the war in Ukraine on Technip Energies can be contained and could be offset by new opportunities arising in other markets due to our energy transition strategy. Our Yamal project is nearing completion and, in relation to our Arctic LNG 2 project, we are in a positive cash flow position and have contractual protections which in the face of sanctions would serve to limit our exposure. We expect to secure projects in other geographies thereby resulting in a more diversified backlog in connection with our growth strategy which is focused on Technology, Products and Services and on helping our clients address the new energy challenges. With regards to the December 31, 2021, balance sheet positions, we have not identified any significant assets (e.g. goodwill, receivable or cash) that would be impaired or exposed to potential valuation allowances as a result of the Ukraine war.



## 9.2. TECHNIP ENERGIES COMPANY FINANCIAL STATEMENTS

### 9.2.1. COMPANY BALANCE SHEET

#### Company balance sheet

(In millions of €)

Before appropriation of profit	Notes	2021	2020	2019
<b>Assets</b>				
Financial fixed assets	9.2.4.1	2,977.2	22.3	—
Deferred tax assets	9.2.4.2	18.5	0.2	—
<b>Total non current assets</b>		<b>2,995.7</b>	<b>22.5</b>	—
Other receivables	9.2.4.3	107.8	6.2	—
Cash and cash equivalent	9.2.4.4	—	0.1	—
<b>Total current assets</b>		<b>107.8</b>	<b>6.3</b>	—
<b>TOTAL ASSETS</b>		<b>3,103.5</b>	<b>28.8</b>	—
<b>Equity and Liabilities</b>				
<b>Equity attributable to Shareholders:</b>				
Issued share capital	9.2.4.5	1.8	—	—
Share premium reserve		941.6	—	—
Treasury shares		(22.5)	—	—
Legal reserves	9.2.4.5	(38.1)	—	—
Retained earnings		319.8	—	—
Share Based Compensation		29.1	—	—
Profit of the period		244.6	7.0	—
<b>Total equity</b>	<b>9.2.4.5</b>	<b>1,476.2</b>	<b>7.0</b>	—
<b>Provisions</b>	<b>9.2.4.6</b>	<b>29.5</b>	<b>0.7</b>	—
<b>Non current liabilities</b>	<b>9.2.4.7</b>	<b>594.5</b>	—	—
Loans and borrowing	9.2.4.7	889.2	16.3	—
Other current liabilities	9.2.4.8	114.0	4.9	—
<b>Total current liabilities</b>		<b>1,003.2</b>	<b>21.2</b>	—
<b>TOTAL EQUITY AND LIABILITIES</b>		<b>3,103.5</b>	<b>28.8</b>	—

### 9.2.2. COMPANY INCOME STATEMENT

#### Company income statement

(In millions of €)

	Notes	2021	2020	2019
Revenue	9.2.4.9	138.6	9.3	—
General and administrative expenses	9.2.4.10	(203.2)	(9.1)	—
<b>Operating profit/(loss)</b>		<b>(64.6)</b>	<b>0.2</b>	—
Financial income	9.2.4.11	14.0	6.9	—
Financial expense	9.2.4.11	(29.1)	—	—
<b>Profit/(Loss) before tax</b>		<b>(79.7)</b>	<b>7.1</b>	—
Income tax (expense)/income	9.2.4.2	18.0	(0.1)	—
Result of Group companies	9.2.4.1	306.3	—	—
<b>PROFIT/(LOSS)</b>		<b>244.6</b>	<b>7.0</b>	—

### 9.2.3. GENERAL

The Company financial statements are part of the 2021 financial statements of Technip Energies N.V.

The Company was a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands on October 16, 2019 with a share capital of 0,01 euro at this date. Following the signature of the contribution agreement with TechnipFMC plc on January 31, 2021, Onshore/Offshore business has been contributed to Technip Energies N.V. in exchange for 4 499 999 ordinary shares of €0.01 issuance in the share capital of Technip Energies. At this date, Technip Energies N.V. was converted into a public limited liability company (*Naamloze Vennootschap*) incorporated and operating under the laws of the Netherlands. On February 6, 2021, new shares have been created by reserve allocation, the new number of shares amounts to 175 313 880 with a nominal value of €0.01 each.

Listing and first admission to trading on Euronext in Paris of ordinary shares in the share capital of Technip Energies N.V. took place on February 16, 2021.

The company has its statutory seat in Amsterdam, the Netherlands and address at: 2126, boulevard de La Défense CS10266 92741 Nanterre France.

The company has no establishment in the Netherlands.

Technip Energies N.V. costs mainly comprise of management activities and cost of the headquarters office at Nanterre (France) of which part is recharged to Group companies.

Management fees and other corporate recharges are recognized in the financial year in which services are rendered to the entities and the costs are incurred.

#### Principles for the measurement of assets and liabilities and the determination of the result

The stand-alone financial statements were prepared in accordance with the statutory provisions of Part 9, Volume 2 of the Dutch Civil Code and the firm pronouncements of the “*Raad voor de Jaarverslaggeving*”. Technip Energies N.V. uses the option provided in section 2:362 (8) of the Dutch Civil Code in that the principles for the recognition and

measurement of assets and liabilities and determination of result (hereinafter referred to as principles for recognition and measurement) of the separate financial statements of Technip Energies N.V. are the same as those applied for the consolidated financial statements. These principles also include the classification and presentation of financial instruments, being equity instruments or financial liabilities. The consolidated financial statements are prepared according to the standards set by the International Accounting Standards Board and adopted by the European Union (referred to as EU-IFRS). Reference is made to the notes to the consolidated financial statements (9.1.6. note 1 Accounting Principles) for a description of these principles.

As a consequence of the Spin-off and compared to the previous year, the Company changed its accounting principles from Dutch GAAP to the accounting principles of the consolidated financial statements as explained above: however, this did not result in a change of the measurement in assets and liabilities.

Although the activities were contributed to Technip Energies N.V. on January 31, 2021, Technip Energies N.V. has recognized the full year net profit of its subsidiaries, joint-venture and associates in the line “Profit from Group Companies” as adjusted net income from contribution date was not available and the impact of such adjustment would not have been significant.

In case no other policies are mentioned, refer to the accounting policies as described in the accounting policies in the consolidated financial statements of this Annual Report. For an appropriate interpretation, the company financial statements should be read in conjunction with the consolidated financial statements.

#### Separation and Distribution Agreement

Technip Energies N.V. and TechnipFMC entered into a Separation and Distribution Agreement on January 7, 2021. Pursuant to the Separation and Distribution Agreement, the following assets and liabilities were contributed to Technip Energies N.V.:

<i>(In millions of €)</i>	<b>2021</b>
Financial fixed assets	2,732.0
Provisions	(27.0)
Loans and borrowings	(1,442.2)
Other current liabilities	(75.4)
<b>NET ASSET CONTRIBUTED</b>	<b>1,187.4</b>

The assets and liabilities contributed have been measured according to the same accounting principles as those used in the consolidated financial statements.



## Investments in subsidiaries, associates and joint-ventures

Consolidated subsidiaries are all entities (including intermediate subsidiaries) over which the company has control. The company controls an entity when it is exposed, or has rights, to variable returns from its involvement with the subsidiary and has the ability to affect those returns through its power over the subsidiary. Subsidiaries are recognized from the date on which control is transferred to the company or its intermediate holding entities.

They are derecognized from the date that control ceases.

Investments in consolidated subsidiaries are measured at net asset value. Net asset value is based on the measurement of assets, provisions and liabilities and determination of profit based on the principles applied in the consolidated financial statements. Investments in Group companies, over which control is exercised, are stated on the basis of the net asset value.

The equity method is used for joint ventures and for investments over which Technip Energies exercises a significant influence on operational and financial policies.

Results on transactions, involving the transfer of assets and liabilities between Technip Energies N.V. and its participating interests or between participating interests themselves, are not incorporated insofar as they are deemed to be unrealized.

As those financial statements were prepared applying equity method, goodwill is presented together with investment in subsidiaries net asset value.

## Taxation

Corporate tax is payable on taxable profits at amounts expected to be paid, or recovered, under the tax rates and laws that have been enacted or substantively enacted at the balance sheet date. Reference is made to note 9.2.4.2. Deferred tax asset of Technip Energies company financial statements.



## 9.2.4. NOTES TO THE COMPANY FINANCIAL STATEMENTS

The accompanying notes are an integral part of the company financial statements.

### ● Contents of notes

9.2.4.1.	Financial fixed assets	246	9.2.4.9.	Revenue	252
9.2.4.2.	Deferred tax asset	249	9.2.4.10.	General and administrative expenses	253
9.2.4.3.	Other receivables	249	9.4.2.11.	Financial income and expenses	253
9.2.4.4.	Cash and cash equivalents	249	9.2.4.12.	Commitments and contingencies	253
9.2.4.5.	Shareholders' equity	249	9.2.4.13.	Board of Directors remuneration	254
9.2.4.6.	Provisions	252	9.2.4.14.	Number of employees	255
9.2.4.7.	Loans and borrowing	252	9.2.4.15.	Independent audit fees	255
9.2.4.8.	Other current liabilities	252	9.2.4.16.	Events after end of reporting	255

### 9.2.4.1. Financial fixed assets

The movements in the financial fixed assets are as follows:

<i>(In millions of €)</i>	Investments in subsidiaries	Investments in associates and joint ventures	Other investments and quoted equity instruments at FVTPL	Loans	Deposits	Total
<b>Balance at January 1, 2020</b>	—	—	—	—	—	—
Acquisitions	—	—	15.4	—	—	15.4
Change in quoted equity instruments at FVTPL	—	—	6.9	—	—	6.9
Foreign currency variations	—	—	—	—	—	—
Movements	—	—	22.3	—	—	22.3
<b>Balance at December 31, 2020</b>	—	—	<b>22.3</b>	—	—	<b>22.3</b>

<i>(In millions of €)</i>	Investments in subsidiaries	Investments in associates and joint ventures	Other investments and quoted equity instruments at FVTPL	Loans	Deposits	Total
<b>Balance at January 1, 2021</b>	—	—	<b>22.3</b>	—	—	<b>22.3</b>
Contribution from TechnipFMC <sup>(1)</sup>	2,697.6	4.2	9.4	20.7	0.2	2,732.0
Result of Group companies	273.2	33.1	—	—	—	306.3
Acquisitions	2.3	—	—	—	—	2.3
Divestments and capital repayments	(8.2)	—	—	—	—	(8.2)
Purchase of deposits through liquidity contract	—	—	—	—	6.5	6.5
Share in other comprehensive income	(5.1)	7.3	—	—	—	2.2
Change in quoted equity instruments at FVTPL	—	—	(6.4)	—	—	(6.4)
Interest accrued/ paid	—	—	—	(0.1)	—	(0.1)
Foreign currency variations	39.8	0.3	—	—	—	40.1
Dividends received	(120.6)	—	—	—	—	(120.6)
Other	0.9	—	—	—	—	0.9
<b>Movements</b>	<b>2,879.9</b>	<b>44.9</b>	<b>3.0</b>	<b>20.6</b>	<b>6.7</b>	<b>2,955.0</b>
<b>Balance at December 31, 2021</b>	<b>2,879.9</b>	<b>44.9</b>	<b>25.3</b>	<b>20.6</b>	<b>6.7</b>	<b>2,977.2</b>

(1) Capital contribution value corresponds to the net asset value of the affiliates as of the contribution date.

An overview of the Company's direct investments required under Articles 2:379 of the Dutch Civil Code is given below:

## Subsidiaries

Company Name	Address	Interest held in % as of December 31,2021
<b>AUSTRALIA</b>		
T.EN Australia and New-Zealand Pty Ltd	1120 Hay St, West Perth WA 6005	100
<b>CHINA</b>		
T.EN Chemical Engineering (Tianjin) Co., Ltd.	10 <sup>th</sup> Floor – Yunhai Mansion 200031 Shanghai	100
<b>COLOMBIA</b>		
Tipiel, S.A.	Calle 38 # 8-62 Piso 3 SantaFe de Bogota D.C.	7.2
<b>FRANCE</b>		
Clecel SAS	2126 Boulevard de La Défense Immeuble Origine-CS 10266 92741 Nanterre Cedex	100
Cybernetix SAS	Technopôle de Château-Gombert 13382 Marseille Cedex 13	100
Middle East Projects International (T.EN Mepi)	2126 Boulevard de La Défense Immeuble Origine-CS 10266 92741 Nanterre Cedex	100
Safrel	2126 Boulevard de La Défense Immeuble Origine-CS 10266 92741 Nanterre Cedex	100
T.EN Catering Services SAS	2126 Boulevard de La Défense Immeuble Origine-CS 10266 92741 Nanterre Cedex	100
T.EN Corporate Services SAS	2126 Boulevard de La Défense Immeuble Origine-CS 10266 92741 Nanterre Cedex	100
T.EN Eurocash SNC	2126 Boulevard de La Défense Immeuble Origine-CS 10266 92741 Nanterre Cedex	96
Technip Energies France SA	2126 Boulevard de La Défense Immeuble Origine-CS 10266 92741 Nanterre Cedex	100
T.EN Engineering SAS	2126 Boulevard de La Défense Immeuble Origine-CS 10266 92741 Nanterre Cedex	100
T.EN NET SAS	2126 Boulevard de La Défense Immeuble Origine-CS 10266 92741 Nanterre Cedex	100
Cyxplus	Technopôle de Château-Gombert 13382 Marseille Cedex 13	0.01
SCI les Bessons	Technopôle de Château-Gombert 13382 Marseille Cedex 13	0.03
<b>ITALY</b>		
Technip Energies Italy S.P.A.	68, Viale Castello della Magliana 00148 Rome	100
<b>MALAYSIA</b>		
T.EN Far East Sdn Bhd	Suite 13.03, 13 <sup>th</sup> Floor 207 Jalan Tun Razak Kuala Lumpur 50400	100
T.EN Consultant (M) Sdn. Bhd	Suite 13.03, 13 <sup>th</sup> Floor 207 Jalan Tun Razak 50400 Kuala Lumpur	25
Technip Energies (M) Sdn. Bhd.	Suite 13.03, 13 <sup>th</sup> Floor 207 Jalan Tun Razak 50400 Kuala Lumpur	30
<b>MEXICO</b>		
T.EN de Mexico S. de R.L. de C.V.	Blvd. Manuel Ávila Camacho 36, Piso 10, Torre Esmeralda II, Col. Lomas de Chapultepec, Miguel Hidalgo, 11000, Ciudad de México, Mexico	50
<b>NETHERLANDS</b>		
Technip Energies International B.V.	Afrikaweg 30 Zoetermeer 2713 AW	100





Company Name	Address	Interest held in % as of December 31, 2021
<b>NEW-CALEDONIA - FRENCH OVERSEAS TERRITORY</b>		
T.EN Nouvelle-Calédonie SAS	27 bis Avenue du Maréchal Foch - Galerie Center Foch - Centre-Ville B.P. 4460 98847 Nouméa	100
<b>NORWAY</b>		
Inocean AS	B Ryggegata 3 0250 Oslo	100
Kanfa AS	Nye Vakas vei 80 1395 Hvalstad	100
<b>PANAMA</b>		
T.EN Overseas S.A.	East 53 <sup>rd</sup> Street Marbella, Humboldt Tower 2 <sup>nd</sup> Floor Panama	100
<b>RUSSIAN FEDERATION</b>		
Technip Energies Rus LLC	266 Litera O, Ligovsky Prospect 196084 St Petersburg	99.98
<b>SINGAPORE</b>		
Technip Energies Singapore Pte. Ltd.	149 Gul Circle - 629605 Singapore	100
<b>SPAIN</b>		
Technip Energies Iberia, S.A.	Building n° 8 - Floor 4 <sup>th</sup> Plaça de la Pau s/n World Trade Center - Almeda Park - Cornellà de Llobregat 08940 Barcelona	100
<b>SWITZERLAND</b>		
Engineering Re AG	Vulkanstrasse 106 8048 Zurich	100
<b>VENEZUELA</b>		
Inversiones Dinsa CA	Avenida Principal de La Urbina, calle 1 con calle 2, Centro Empresarial INECOM, piso 1, oficina 1-1 La Urbina, Municipio Sucre, 1070, Caracas, Venezuela	100
<b>VIETNAM</b>		
T.EN Vietnam Co., Ltd.	7F, Centec Tower Building 72-74 Nguyen Thi Minh Khai Street and 143-145B Hai Ba Trung Street, Ward 6, District 3, Ho Chi Minh City	100

#### Associates and joint ventures

Company Name	Address	Interest held in % as of December 31, 2021
<b>BOSNIA AND HERZEGOVINA</b>		
Petrolinvest, D.D. Sarajevo	Tvornicka 3 71000 Sarajevo	33.01
<b>NORWAY</b>		
Marine Offshore AS	Vollsveien 17A 1327 Lysaker	51
<b>Portugal</b>		
TSKJ Servicos de Engenharia Lda	Avenida Arriaga, numero trinta, terceiro andar - H, Freguesia da Sé, Concelho do Funchal, 9000-064, Funchal, Portugal	25

#### Other investments and quoted equity instruments

Company Name	Address	Interest held in % as of December 31, 2021
<b>FRANCE</b>		
Mc Phy Energy SA	1115, route de Saint Thomas 26190 La Motte Fanjas	2.45
<b>MALAYSIA</b>		
Malaysia Marine & Heavy Engineering Holdings Bhd	PLO 3, Jalan Pekeliling Pasir Gudang, 81700 Malaysia	8.5
<b>LUXEMBOURG</b>		
FreelTech A.G.	25A Boulevard Royal, L – 2449 Luxembourg Grand-Duche du Luxembourg	10

### 9.2.4.2. Deferred tax asset

#### Deferred tax income

The tax rate utilized to compute deferred taxes depends on the location of the underlying transaction. Although registered in the Netherlands, Technip Energies N.V. is tax resident in France, so that the transactions are tax effected using the French tax rate.

Technip Energies N.V. earnings are subject to the French statutory rate which is decreasing from a maximum of 28.41% in 2021 to 25.83% in 2022 and onwards. Technip Energies N.V. is the head of French tax consolidated group.

Deferred tax is recognized to take account of timing differences between the treatment of transactions for financial reporting purposes and their treatment for tax purposes. A deferred tax asset is only recognized when it is regarded as more likely than not there will be a suitable taxable profit from which the future reversal of the underlying timing differences can be deducted.

Deferred tax is measured at the average tax rates that are expected to apply in the periods in which the timing differences are expected to reverse based on the tax rates and laws that have been enacted or substantively enacted at the balance sheet date.

A deferred tax asset is recognized on the tax losses of the French tax consolidated group which can be carried forward and are expected to be recovered based on anticipated future taxable profits within the French tax consolidated group. The tax losses recognized for the years until 2021 can be carried forward for an unlimited period of time.

As of December 31, 2021, €18.1 million of deferred tax assets on carried forward loss has been recognized and recorded in the accounts.

#### Income tax reconciliation

The reconciliation between taxes calculated using the statutory tax rate applicable to Technip Energies and the amount of tax effectively recognized in the statement of income is as follows:

<i>(In millions of €)</i>	Notes	2021	2020	2019
Profit/(Loss) before taxation	9.2.2.	(79.7)	7.1	—
<b>Effects of:</b>				
Change in quoted equity instruments at FVTPL		6.1	(6.9)	—
Equity compensation		(2.1)	—	—
Share of expense allocated to dividends received		6.0	—	—
Others		(0.2)	(0.1)	—
Taxable profit/(loss) for the period		(69.9)	0.1	—
French standard rate		25.83 %	26.50%	—
<b>TAX (EXPENSE)/INCOME</b>	<b>9.2.2.</b>	<b>18.0</b>	<b>(0.1)</b>	<b>—</b>

### 9.2.4.3. Other receivables

<i>(In millions of €)</i>	2021	2020	2019
Amounts owed by Group Companies	74.4	3.9	—
Current income tax receivables	0.3	—	—
Other debtors	17.3	2.3	—
Prepaid expenses	15.8	—	—
<b>TOTAL</b>	<b>107.8</b>	<b>6.2</b>	<b>—</b>

Other receivables fall due in less than one year. The fair value of the receivables reasonably approximates the book value, due to their short-term character.

### 9.2.4.4. Cash and cash equivalents

Cash and cash equivalents are at Technip Energies N.V.'s free disposal.

### 9.2.4.5. Shareholders' equity

#### Share capital

As of December 31, 2021, Technip Energies N.V. had 179 827 459 common shares issued with a nominal value of €0.01 per share.



Changes in shares outstanding are as follows:

<i>(In number of shares)</i>	Ordinary Shares	Treasury Shares
<b>Number of shares at January 1, 2020</b>	<b>1</b>	<b>0</b>
Movements	0	0
<b>Number of shares at December 31, 2020</b>	<b>1</b>	<b>0</b>
Issuance of shares - Contribution	4,499,999	0
Issuance of shares - Reserve allocation	175,313,880	0
Issuance of shares - Share-based payment	13,579	0
Purchase of shares - Share-based payment	0	1,801,802
Net Purchase of shares through liquidity contract	0	210,334
<b>NUMBER OF SHARES AT DECEMBER 31, 2021</b>	<b>179,827,459</b>	<b>2,012,136</b>

On May 3, 2021, the Group acquired 1,801,802 shares in the share capital of the Company from TechnipFMC at €11.10 per share for a total value of €20.0 million. On July 9, 2021, Technip Energies N.V. announced the implementation of a liquidity agreement to enhance the liquidity of Technip Energies' shares admitted to trading on Euronext Paris by maintaining a reasonable average daily turnover reducing bid-

ask spread and monitoring volatility. The cash resources allocated to the liquidity agreement is €9.0 million. As of December 31, 2021, the Group acquired 210,334 shares in the capital of the Company for a total value of €2.5 million. The movements in Shareholders' equity are as follows:

<i>(In millions of €)</i>	Issued share capital	Share premium	Treasury shares	Legal reserve	Retained earnings	Share based compensation	Profit of the period	Total
<b>Balance at January 1, 2020</b>	—	—	—	—	—	—	—	—
Appropriation of the result of preceding year	—	—	—	—	—	—	—	—
Net profit of the year	—	—	—	—	—	—	7.0	7.0
Movements	—	—	—	—	—	—	7.0	7.0
<b>BALANCE AT DECEMBER 31, 2020</b>	—	—	—	—	—	—	<b>7.0</b>	<b>7.0</b>

<i>(In millions of €)</i>	Issued share capital	Share premium	Treasury shares	Legal reserve	Retained earnings	Share based compensation	Profit of the period	Total
<b>Balance at January 1, 2021</b>	—	—	—	—	—	—	<b>7.0</b>	<b>7.0</b>
Appropriation of the result of preceding year	—	—	—	—	7.0	—	(7.0)	—
Capital increase	—	—	—	—	—	—	—	—
Net profit of the year	—	—	—	—	—	—	244.6	244.6
Net contribution from / (distribution to) TechnipFMC	1.8	941.6	—	(119.5)	351.8	11.8	—	1,187.4
Translation reserve change of the year	—	—	—	55.8	—	—	—	55.8
Cash flow hedges change of the year	—	—	—	(15.6)	—	—	—	(15.6)
Value of employee services	—	—	—	—	—	17.3	—	17.3
Acquisition of treasury shares	—	—	(22.5)	—	—	—	—	(22.5)
Non distributable share in profit and other gains regarding associates and joint ventures	—	—	—	41.2	(41.2)	—	—	—
Other	—	—	—	—	2.2	—	—	2.2
<b>Movements</b>	<b>1.8</b>	<b>941.6</b>	<b>(22.5)</b>	<b>(38.1)</b>	<b>319.8</b>	<b>29.1</b>	<b>237.6</b>	<b>1,469.3</b>
<b>BALANCE AT DECEMBER 31, 2021</b>	<b>1.8</b>	<b>941.6</b>	<b>(22.5)</b>	<b>(38.1)</b>	<b>319.8</b>	<b>29.1</b>	<b>244.6</b>	<b>1,476.2</b>



**Difference in equity and profit/loss between the company and consolidated financial statements**

2020 difference between the consolidated equity and company equity is presented below:

<i>(In millions of €)</i>	Equity in the company financial statements	Differences in equity between the company and consolidated financial statements	Equity in the consolidated financial statements
<b>Invested equity as of January 1, 2020</b>	—	<b>1,784.4</b>	<b>1,784.4</b>
Net profit (loss)	7.0	213.1	220.1
Other comprehensive income (loss)	—	(131.1)	(131.1)
Net contribution from distribution to TechnipFMC	—	(45.6)	(45.6)
Share-based compensation	—	—	—
Other	—	(2.0)	(2.0)
<b>Invested equity as of December 31, 2020</b>	<b>7.0</b>	<b>1,818.8</b>	<b>1,825.8</b>

At the end of 2020, Company equity does not include any of the contribution.

In 2020, main difference between Company Shareholder's equity and consolidated Shareholder's equity comes from affiliates net asset value included in Technip Energies N.V. scope of consolidation.

For the financial year 2020, the company financial statements net profit does not include result of Group companies which are included in the consolidated financial statements net profit for an amount of €213.1 million.

2021 difference between the consolidated equity and Company equity is presented below:

<i>(In millions of €)</i>	Equity in the company financial statements	Differences in equity between the company and consolidated financial statements	Equity in the consolidated financial statements
<b>Invested equity as of January 1, 2021</b>	<b>7.0</b>	<b>1,802.8</b>	<b>1,809.8</b>
Net profit (loss)	244.6	—	244.6
Other comprehensive income (loss)	43.5	—	43.5
Net contribution from distribution to TechnipFMC	1,187.4	(1,802.8)	(615.4)
Share-based compensation	17.3	11.8	29.1
Treasury shares	(22.5)	—	(22.5)
Other	(1.1)	(11.8)	(12.9)
<b>INVESTED EQUITY AS OF DECEMBER 31, 2021</b>	<b>1,476.2</b>	<b>—</b>	<b>1,476.2</b>

**Legal reserves**

The legal reserves can be broken down as follows:

<i>(In millions of €)</i>	2021	2020	2019
Translation reserve	(75.1)	—	—
Cash flow hedges	(4.2)	—	—
Non distributable share in profit and other gains regarding associates and joint ventures	41.2	—	—
<b>TOTAL</b>	<b>(38.1)</b>	<b>—</b>	<b>—</b>

The reserve for translation differences concerns all exchange rate differences arising from the translation of the net investment in foreign entities.

### Proposed appropriation of result

Article 10 of the Articles of Association stipulates, among other things, that the Board of directors shall annually decide which part of the profit shall be allocated to the reserves. The remaining part of the profit shall be at the disposal of the Annual General Meeting. The profit attributable to the equity holders of the Company for fiscal year 2021 amounts

to €244.6 million. The board of directors proposes to add an amount of €165 million to retained earnings and to present for approval to the Annual General Meeting its proposal to distribute in cash a dividend amount of €79.6 million, which represents a dividend of €0.45 per share.

### 9.2.4.6. Provisions

<i>(In millions of €)</i>	2021	2020	2019
Provisions for pensions and other employee benefits	1.7	0.7	—
Provisions for liabilities guarantee <sup>(1)</sup>	9.1	—	—
Provisions for lawsuit contingency <sup>(1)</sup>	18.7	—	—
<b>TOTAL PROVISIONS</b>	<b>29.5</b>	<b>0.7</b>	—

<sup>(1)</sup> In connection with the Spin-off, Technip Energies N.V. and TechnipFMC entered into a Separation and Distribution Agreement on January 7, 2021. Pursuant to this agreement, certain lawsuits and provisions were transferred to Technip Energies N.V.

For more information on provisions for lawsuit contingency and provision guarantee, please refer to note 25 of the consolidated financial statements.

### 9.2.4.7. Loans and borrowing

<i>(In millions of €)</i>	2021	2020	2019
Notes	594.0	—	—
Accrued interests - Bonds (non-current)	0.5	—	—
<b>TOTAL NON CURRENT LIABILITIES</b>	<b>594.5</b>	—	—
Accrued interests - Bonds (current)	4.0	—	—
Accrued interests - Bank borrowing	0.1	—	—
Financial debts and liabilities with Group companies <sup>(1)</sup>	885.1	16.3	—
<b>TOTAL LOANS AND BORROWING (CURRENT)</b>	<b>889.2</b>	<b>16.3</b>	—

<sup>(1)</sup> Current account with Group cash pooling entity.

Refer to note 22: revolving facility, bridge facility and notes of the consolidated financial statements.

### 9.2.4.8. Other current liabilities

<i>(In millions of €)</i>	2021	2020	2019
Trade payables	15.6	—	—
Amounts owed to Group companies	56.6	1.5	—
Payroll costs and social security charges	6.1	2.0	—
Current income tax payable	—	0.3	—
Other creditors (1)	35.8	1.2	—
<b>TOTAL CURRENT LIABILITIES</b>	<b>114.0</b>	<b>4.9</b>	—

<sup>(1)</sup> Including €28.2 million liability in relation to the Spin-off, Technip Energies N.V. and TechnipFMC entered into a Separation and Distribution Agreement on January 7, 2021. Pursuant to this agreement, certain liabilities were incurred by Technip Energies N.V.

The other current liabilities fall due in less than one year. The fair value of other current liabilities approximates the book value, due to their short-term character.

### 9.2.4.9. Revenue

The revenue comprises of management fees and other corporate costs recharged to the group companies.

#### 9.2.4.10. General and administrative expenses

<i>(In millions of €)</i>	2021	2020	2019
Employee Benefits	(26.7)	(6.3)	—
Services rendered by subsidiaries	(112.8)	(1.3)	—
External fees and other	(63.8)	(1.6)	—
<b>TOTAL GENERAL AND ADMINISTRATIVE EXPENSES</b>	<b>(203.2)</b>	<b>(9.1)</b>	—

#### 9.4.2.11. Financial income and expenses

<i>(In millions of €)</i>	2021	2020	2019
Interest Income/(charges)	(7.8)	—	—
Foreign exchange gain/(loss)	(1.3)	—	—
Revaluation of quoted equity instruments	(6.1)	6.9	—
Other Financial Income/(expenses)	0.1	—	—
<b>TOTAL FINANCIAL INCOME AND EXPENSES</b>	<b>(15.1)</b>	<b>6.9</b>	—

#### 9.2.4.12. Commitments and contingencies

##### Company and bank guarantees

Technip Energies N.V. has issued guarantees for contractual obligations to complete and deliver projects for the account of several Group companies, and fulfillment of other obligations. Guarantees given by Technip Energies N.V. consist of bank guarantees for a total amount of €822.4 million and parental company guarantee for a total amount of €24,617 million as of December 31, 2021. Please refer to note 29 Commitments and Contingencies of the consolidated financial statements.

##### Contingent liabilities

Technip Energies N.V. committed to provide all the requisite financial support to ensure that the subsidiaries listed below can continue as a going concern and meet all liabilities and obligations as they fall due.

This support is provided for at least the next twelve months from the date that the Directors approved and signed the most recent financial statements:

T.EN Eurocash SNC

T.EN Engineering SAS

Middle East Projects International (T.EN Mepi)

T.EN. NET SAS

Cybermetix SAS

CyXplus SAS

T.EN International UK LTD

Genesis Oil & Gas Consultants Ltd

Genesis Oil & Gas Ltd

Cybermetix S.R.I.S Limited

T.EN E&C Ltd

T.EN PMC Services Ltd

T.EN HOLDINGS Limited

Genesis Oil & Gas Consultants Malaysia Sdn. Bhd.



### 9.2.4.13. Board of Directors remuneration

No remuneration was paid to the Director of Technip Energies N.V. in 2020.

#### Remuneration of Executive Director

The total remuneration cost of the Executive Director for fiscal year 2021 was **€5,440,540**:

	<b>2021</b>
<b>Arnaud Pieton</b>	
Annual base salary (€)	786,924
Total payout (%)	173.75%
<b>Actual Bonus (€)</b>	<b>1,367,280</b>
Main grant – number of PSUs	146,697
Main grant – number of RSUs	62,871
Special grant – number of PSUs	38,103
<b>Main grant – Total LTI allocation fair value (€)</b>	<b>2,896,018</b>
<b>Special grant – LTI allocation fair value (€)</b>	<b>373,791</b>
<b>Total Direct Compensation (€)</b>	<b>5,424,013</b>
Pension (€)	12,067
Other benefits (€)	4,459
<b>TOTAL REMUNERATION COST (€)</b>	<b>5,440,540</b>

The Actual Bonus amount will be paid in 2022.

#### Remuneration of Non-Executive Directors

The compensation for the Non-Executive Directors was approved by Shareholders in February 2021 and is reported below.

#### 2021 NON-EXECUTIVE DIRECTORS

Director <sup>(1)</sup>	Cash Retainer	Chair Fee	Committee Meeting Fees	Total Fees FY2021
Arnaud Caudoux <sup>(2)</sup>	€0	€0	€0	€0
Pascal Colombani (ESG Chair)	€78,500	€6,978	€10,000	€95,478
Marie-Ange Debon (Audit Chair)	€78,500	€15,700	€8,000	€102,200
Simon Eyers (Audit)	€78,500	€0	€10,000	€88,500
Alison Goligher (Compensation Chair, ESG)	€78,500	€10,903	€20,000	€109,403
Didier Houssin (ESG)	€78,500	€0	€10,000	€88,500
Joseph Rinaldi (Non-Executive Chair, Audit, Compensation)	€78,500	€39,250	€20,000	€137,750
Nello Uccelletti (Compensation)	€78,500	€0	€10,000	€88,500

Director	Grant date	Type of grant	Number of granted rights <sup>(3)</sup>	Vesting period
Arnaud Caudoux <sup>(2)</sup>	N/A	N/A	N/A	N/A
Pascal Colombani (ESG Chair)	April 15, 2021	RSU	13,547	1 year
Marie-Ange Debon (Audit Chair)	April 15, 2021	RSU	13,547	1 year
Simon Eyers (Audit)	April 15, 2021	RSU	13,547	1 year
Alison Goligher (Compensation Chair, ESG)	April 15, 2021	RSU	13,547	1 year
Didier Houssin (ESG)	April 15, 2021	RSU	13,547	1 year
Joseph Rinaldi (Non-Executive Chairman, Audit, Compensation)	April 15, 2021	RSU	13,547	1 year
Nello Uccelletti (Compensation)	April 15, 2021	RSU	13,547	1 year

<sup>(1)</sup> Ms. Colette Cohen attended the December 7, 2021 Board Session as an Observer and received €4,223 in fees.

<sup>(2)</sup> Mr. Arnaud Caudoux waived his cash and equity remuneration because of the policies of his employer, Bpifrance.

<sup>(3)</sup> The number of stock units is based on the closing share price at the grant date, ie. €11.81.

The remuneration cost for RSUs granted to Non-Executive Directors was €1,119,931. There were no payments for termination made in 2021 to any Board members. For an explanation of the remuneration policy, see the Remuneration Report at chapter 6.



#### 9.2.4.14. Number of employees

The 8 employees of Technip Energies N.V. are members of the Executive Committee. These employees were located outside of the Netherlands.

#### 9.2.4.15. Independent audit fees

For the audit fees relating to the procedures applied to Technip Energies N.V. and its consolidated group entities by accounting firms and external independent auditors, reference is made to note 30 Independent Auditor's Fees and Services of the consolidated financial statements.

#### 9.2.4.16. Events after end of reporting

##### Treasury shares

On January 11, 2022, the Group announced the purchase of 1.8 million of its own shares from TechnipFMC. The purchase price of the shares subject to the sale was €13.15 per share.

##### Dividend

A dividend of €79.6 million (which equals to €0.45 per share, based on the number of shares outstanding less the number of treasury shares held at the dividends payment date), will be proposed at the Annual General Meeting on May, 5 2022.

In addition please refer to note 32 Subsequent events of the Consolidated Financial Statements.

Nanterre, France

March 18, 2022

##### Executive Committee

- Arnaud Pieton, Chief Executive Officer
- Marco Villa, Chief Operating Officer
- Bruno Vibert, Chief Financial Officer
- Michael McGuinty, Chief Legal Officer
- Stan Knez, Chief Technology Officer (left on January 2022 replaced by Wei Cai)
- Christophe Bêlorgeot, Senior Vice President of Communications
- Magali Castano, Senior Vice President People & Culture
- Charles Cessot, Senior Vice President Strategy
- Alain Poincheval, Fellow Executive Project Director
- Christophe Virondaud, Senior Vice President Commercial

##### Board of Directors

- Joseph Rinaldi, Chairman
- Arnaud Pieton, Chief Executive Officer
- Arnaud Caudoux
- Pascal Colombani
- Marie-Ange Debon
- Simon Eysers
- Alison Goligher
- Didier Houssin
- Nello Uccelletti



## 9.2.5. APPROPRIATION OF RESULT

### Articles of association governing profit appropriation

With regard to the appropriation of results, Article 10 of the Articles of Association provides as follows:

- 10.1 Profit and loss. Distributions on Shares:
  - 10.1.1 Distribution of dividends pursuant to this Article 10.1 will take place after the adoption of the Annual Accounts which show that the distribution is allowed,
  - 10.1.2 The Company may make distributions on Shares only to the extent that its Shareholders' equity exceeds the sum of the paid-up and called-up part of the capital and the reserves which must be maintained by Dutch law or the articles of association,
  - 10.1.3 The Board may determine that any amount out of the profit will be added to the reserves,
  - 10.1.4 The profit remaining after application of Article 10.1.3 will be at the disposal of the General Meeting,
  - 10.1.5 The General Meeting may only resolve to make a distribution on Shares in kind or in the form of Shares at the proposal of the Board,
  - 10.1.6 Subject to the other provisions of this Article 10.1, the General Meeting may, at the proposal of the Board, resolve to make distributions on Shares to the debit of one or several reserves which the Company is not prohibited from distributing by virtue of Dutch law or the articles of association,
  - 10.1.7 For the purpose of calculating the amount of any distribution, Shares held by the Company shall not be taken into account. No distribution shall be made on Shares held by the Company, unless those Shares are encumbered with a right of usufruct or a right of pledge;
- 10.2 Interim distributions:
  - 10.2.1 The Board may resolve to make interim distributions on Shares if an interim statement of assets and liabilities shows that the requirement of article 10.1.2 has been met,
  - 10.2.2 The interim statement of assets and liabilities referred to in Article 10.2.1 relates to the condition of the assets and liabilities on a date no earlier than the first day of the third month preceding the month in which the resolution to distribute is published. This interim statement must be prepared on the basis of generally acceptable valuation methods. The amounts to be reserved under Dutch law and the articles of association must be included in the statement of assets and liabilities. This statement must be signed by the Directors. If one or more of their signatures are missing, this absence and the reason for this absence must be stated;
- 10.3 Notices and payments:
  - 10.3.1 Any proposal for a distribution on Shares must immediately be published by the Board in accordance with the regulations of the stock exchange where the Shares are officially listed at the Company's request. The notification must specify the date when and the manner in which the distribution will be payable or – in the case of a proposal for distribution – is expected to be made payable,
  - 10.3.2 Distributions will be payable on the day determined by the Board. 10.3.3 The persons entitled to a distribution shall be the relevant Shareholders, holders of a right of usufruct on Shares and holders of a right of pledge on Shares, at a date to be determined by the Board for that purpose. This date shall not be earlier than the date on which the distribution was announced,
  - 10.3.4 Distributions which have not been claimed upon the expiry of five years and one day after the date when they became payable will be forfeited to the Company and will be carried to the reserves,
  - 10.3.5 The Board may determine that distributions will be made payable in euro or in another currency.



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# Glossary

## B

**BED:** Basic Engineering Design.

**BEDP:** Basic Engineering Design Package.

**BtG:** Biomass to Gas.

**BtL:** Biomass to Liquid.

## C

**CAPEX:** Capital expenditures company's major, long-term expenses.

**CCS (Carbon Capture and Storage):** CCS is a solution for reducing greenhouse gas emissions from industrial installations in response to global warming.

**CCUS:** Carbon Capture Utilization and Storage.

**CSR (Corporate Social Responsibility):** A concept whereby companies integrate social and environmental concerns in their business operations and in their interaction with their stakeholders on a voluntary basis. CSR concerns actions by companies over and above their legal obligations towards society and the environment.

## E

**EARTH®:** Enhanced Annular Reforming Tube for Hydrogen.

**ECH:** Epichlorohydrin.

**E&T:** Engineering and Technology.

**ENVID:** Environmental Aspects and Impacts Identification.

**EPC (Engineering, Procurement, Construction):** Type of contract comprising management and engineering services, procurement of equipment and materials, and construction.

**EPCC (Engineering, Procurement, Construction and Commissioning):** Type of contract comprising management and engineering services, procurement of equipment and materials, construction and commissioning.

**EPIC (Engineering, Procurement, Construction, Installation, Commissioning and Startup):** Type of contract comprising management and engineering services, procurement of equipment and materials, construction, commissioning and startup.

**EPCm (Engineering, Procurement and Construction Management):** Type of contract comprising management and engineering services, procurement of equipment and construction management.

**ERM:** Enterprise Risk Management

**ESG:** Environmental, Social, and Governance.

**Ethylene:** Widely used in the production of consumer goods, such as plastics or polymers, ethylene is a hydrocarbon produced in the petrochemical industry by steam cracking, i.e. transformation of hydrocarbons by pyrolysis above 820°C.

## F

**FEED:** Front-End Engineering Design.

**FLNG (Floating Liquefied Natural Gas unit):** In a FLNG solution, the gas liquefaction installations are situated directly above the offshore gas field, thus making the construction of long subsea pipelines and large onshore infrastructure unnecessary.

**FPSO (Floating, Production, Storage and Offloading):** A converted ship or custom-built vessel used as a support of oil and gas installations and for temporary storage of the oil prior to transport.

**Furnace:** A furnace is an enclosed structure in which material is heated to high temperatures to produce ethylene and other products. This occurs in two sections. In the radiant section, the tubes receive heat through thermal radiation and the pyrolysis reaction (cracking) takes place. In the convection section, the flue gas is cooled to deliver high thermal efficiency by recovering the remaining heat.

## G

**GHG:** Greenhouse gas emissions.

**Global Compact:** International initiative of the United Nations, launched in 2000. It unites public and private businesses around 10 universal principles relating to human rights, labor and the environment.

**GHG (Greenhouse gas):** Any of the atmospheric gases that contribute to the greenhouse effect by absorbing infrared radiation produced by the solar warming of the Earth's surface. Greenhouse gases include carbon dioxide, methane, nitrous oxide and water vapor. These gases can be naturally occurring or produced by human activity.

**GTL (Gas-to-Liquids):** Transformation of natural gas into liquid fuels.

## H

**H<sub>2</sub>:** Hydrogen.

**HSE (Health, Safety and Environment):** Defines all measures taken by Technip Energies to guarantee the occupational health and safety of individuals and the protection of the environment during the performance of its business activities, whether in offices or on construction sites.

**Hydrogen:** Hydrogen is widely used in petroleum refining processes to remove impurities found in crude oil such as sulfur, olefins and aromatics to meet the product fuels specifications. Removing these components allows gasoline and diesel to burn cleaner and thus makes hydrogen a critical component in the production of cleaner fuels needed by modern, efficient internal combustion engines.

**I**

**ISO 14001:** A standard dealing with environmental management systems.

**K**

**KPI:** Key Performance Indicator.

**L**

**LA:** Lactic acid.

**LCOH:** Levelized cost of hydrogen.

**LNG (Liquefied Natural Gas):** Natural gas, liquefied by cooling its temperature to -162°C, thus reducing its volume 600 times, allowing its transport by boat.

**S**

**Spar:** A cylinder-shaped floating offshore drilling and production platform partially submerged that is particularly well-adapted to deep water by using top tensioned risers and surface wellheads.

**Steam methane reforming:** See definition of Reformer hereabove.

**Sustainable Development:** Development that meets the needs of the present without compromising the ability of future generations to meet their own needs.

**Synthesis gas:** Gas mixture that primarily contains varying amounts of hydrogen and carbon monoxide and often some carbon dioxide.

**T**

**Topside:** Surface installation allowing the drilling and/or production and/or processing of offshore hydrocarbons.

**TPS:** Technology, Products and Services.

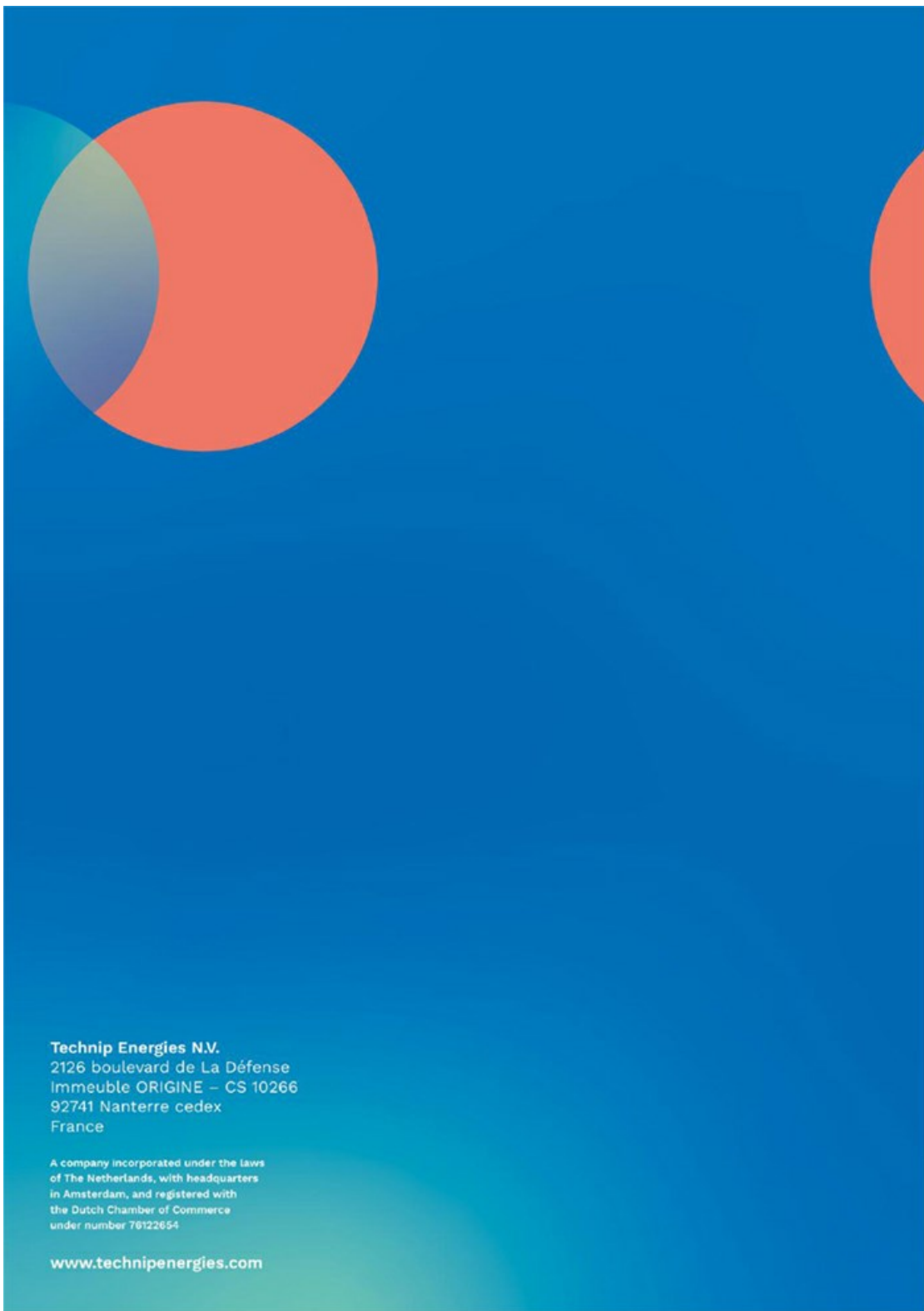
**U**

**UN:** United Nations.

**Realization:** Ruban Blanc

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**Technip Energies N.V.**  
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Immeuble ORIGINE – CS 10266  
92741 Nanterre cedex  
France

A company incorporated under the laws  
of The Netherlands, with headquarters  
in Amsterdam, and registered with  
the Dutch Chamber of Commerce  
under number 76122654

[www.technipenergies.com](http://www.technipenergies.com)



**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the incorporation by reference in the Registration Statement on Form S-8 (No. 333-253144) of Technip Energies N.V. of our report dated March 25, 2022 relating to the financial statements, which appears in this Form 20-F.

/s/ PricewaterhouseCoopers Audit

Neuilly-sur-Seine, France

March 25, 2022

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