Where energies make tomorrow

2023 Remuneration Policy

TECHNIP ENERGIES

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TECHNIP ENERGIES N.V.

Revised Remuneration Policy

Adopted May 10, 2023

Note

Technip Energies' ("**Technip Energies**" or the "**Company**") initial Remuneration Policy (the "**Initial Remuneration Policy**") was approved by the General Meeting of Technip Energies on February 15, 2021 and took effect on February 16, 2021. Technip Energies will submit a revised remuneration policy (the "**Revised Remuneration Policy**") to the vote of the shareholders at the annual general meeting which will be held on May 10, 2023.

If adopted, the Revised Remuneration Policy will retroactively take effect as of January 1, 2023.

In the absence of approval by the shareholders, the Initial Remuneration Policy will remain in effect.

The key changes introduced in the Revised Remuneration Policy consist of:

- Adjustment of Executive Directors' long-term incentive ("**LTI**") awards grants by the removal of the time-based component ("**Restricted Stock Units**"), currently representing 30% of the long-term component), which means that 100% of LTIs are now tied to performance (Performance Share Units) under the Revised Remuneration Policy;
- Reduction of the maximum overall LTI component for an Executive Director from 600% of Annual Base Salary under the Initial Remuneration Policy to 450% under the proposed Revised Remuneration Policy (the target nominal grant remaining unchanged at 275% of Annual Base Salary);
- Introduction of the option to provide a supplementary defined contribution pension plan (representing 25% of Annual Base Salary) as part of Executive Director remuneration which, if activated, would reduce the target nominal grant date value of LTIs (to 250% of annual base salary) and newly introduced LTI cap (to 425% of annual base salary);
- Clarification provided on the Executive Directors' Annual Performance Bonus structure and measures with:
  - A minimum of 50% of the Annual Performance Bonus being based on a set of financial business performance indicators (e.g. revenue, profit margin, free cash flow, order intake, book-to-bill, etc.);
  - A formal introduction of an ESG requirement with a minimum of 15% and up to 25% of the Annual Performance Bonus being based on ESG indicators which will be fully aligned with the Company's ESG strategy and ambition;
  - A reduction from a maximum of 25% to a maximum of 20% of the Annual Performance Bonus being based on individual performance components;
- Clarification of the termination conditions and post mandate arrangements with:
  - Payment in case of a change of control being capped at two times the annual remuneration (Annual Base Salary plus 3-year average Annual Performance Bonus);
  - Loss of office payment equal to one year of annual remuneration (Annual Base Salary plus 3-year average Annual Performance Bonus);
  - Payments to an Executive Director for both loss of office and non-compete being capped at €3 million; and
- Incorporation of the adjustments already announced ahead of the 2022 AGM and implemented in 2022 relating to elimination of Restricted Stock Unit grants as part of Non-Executive Directors compensation.

1. Status of this Remuneration Policy

This document consists of Technip Energies N.V.'s (the "**Company**" or "**Technip Energies**") revised remuneration policy (the "**Remuneration Policy**"). It supersedes the Company's remuneration policy which was approved by the General Meeting of Technip Energies on February 15, 2021 and took effect on February 16, 2021.

This Remuneration Policy was submitted to the vote of the Shareholders of Technip Energies at the Annual General Meeting held on May 10, 2023 and was approved at that Annual General Meeting.

It is effective as of January 1, 2023.

2. Link to strategy, long term value creation and sustainability - social consensus

The Remuneration Policy's objective is to ensure that the Company attracts and retains the very best people from across the globe, in an increasingly competitive environment. It focuses on delivering fair, responsible, and transparent remuneration driving the achievement of the Company's long-term interests, sustainability, and strategic objectives and on ensuring alignment between shareholder outcomes and Directors' compensation in the short, medium and long-term.

The Compensation Committee of the Board of Directors of the Company may rely on benchmarks prepared by compensation consultants who survey relevant global, regional and local industry practices. The need to foster and preserve the social consensus when setting the remuneration of the Directors for a given year and the ratio between the pay of the Directors and that of the Company's employees will be taken into account to ensure social support for the Directors' compensation in accordance with the Company's remuneration objectives.

3. Executive Director Remuneration

3.1. Remuneration components

1	**ANNUAL BASE SALARY**	
1.1.	**Purpose and link to strategy**	The annual base salary ("**Annual Base Salary**") is the fixed portion of an Executive Director's annual remuneration providing stability of income given that other remuneration elements are at risk. The Annual Base Salary is intended to reflect the responsibility and the scope of an Executive Director's role, and takes into account seniority, experience, and market practice. The Annual Base Salary for a given year is set at the outset of that year. It reflects and is aligned with global energy and energy transition market remuneration practices in order to attract and retain exceptionally talented individuals who: ■ Deliver superior operational performance in Technip Energies' businesses; ■ Are critical in making Technip Energies a leader in its field; and ■ 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. The Annual Base Salary is the base upon which all other components of an Executive Director's compensation package are structured. The Annual Performance Bonus (as defined in Section 2) and long-term Incentive ("**LTI**") programs are determined based on the Annual Base Salary and the overall cap on these two programs are determined by reference to the Annual Base Salary.
1.2.	**Revisions**	The Annual Base Salary is benchmarked annually and is to be updated as needed. It is not expected that the Annual Base Salary is to be changed every year. Annual Base Salary adjustments will reflect wider market conditions in the geography in which the Executive Director is located and may result in an upward or downward adjustment. The Compensation Committee considers the following when reviewing and setting the Annual Base Salary: ■ Pay increases for other employees across the Technip Energies Group; ■ Economic conditions and governance trends; ■ An Executive Director's individual performance, skills and responsibilities; ■ Base salaries of companies of a similar size and international presence; and ■ Market pay levels. An Annual Base Salary change usually takes effect from January 1, of a given year. The Annual Base Salary is expected to be paid in the currency of an Executive Director's home country.
1.3.	**Maximum payment**	Not applicable. The Annual Base Salary is a set amount determined at the beginning of the year by the Compensation Committee.
2	**ANNUAL PERFORMANCE BONUS**	
2.1.	**Purpose and link to strategy**	The annual performance bonus (the "**Annual Performance Bonus**") incentivises the achievement of Technip Energies annual financial and strategic targets which will include environment, social and governance ("**ESG**") targets. It provides focus on key metrics and an Executive Director's contributions to Technip Energies' performance.
2.2.	**Operation**	Performance measures and stretch targets are set annually at the outset of a given financial year by the Compensation Committee by reference to the annual operating plan for that year, and are based on financial performance, operational, strategic and individual targets as follows: ■ At least 50% of the Annual Performance Bonus is assessed based on a set of business performance indicators comprising financial metrics (eg. revenue, profit margin, free cash flow, order intake, book-to-bill or other similar financial measures). ■ A minimum of 15% and up to 25% of the Annual Performance Bonus is assessed based on a set of ESG indicators. ■ A maximum of 20% of the Annual Performance Bonus is assessed based on personal targets. The award will be paid out in cash in the currency of an Executive Director's home country, after the end of the financial year.
2.3.	**Policy target level**	The target Annual Performance Bonus is set at 100% of the Annual Base Salary.

2.4.	**Maximum payment**	The maximum achievable Annual Performance Bonus amount is 200% of the Annual Base Salary. No Annual Performance Bonus will be paid for below threshold performance.
2.5.	**Definition of targets and performance assessment**	The business performance indicators and stretch targets are set annually by the Compensation Committee by reference to the annual operating plan and are reviewed throughout the year by the Compensation Committee.
3	**LONG-TERM INCENTIVE PROGRAMS (LTIs)**	
3.1.	**Purpose and link to strategy**	LTIs are granted to incentivise an Executive Director to deliver superior long-term returns for shareholders.
3.2.	**Operation**	LTI programs are granted under the Technip Energies Incentive Award Plan (the "**Incentive Plan**") adopted on February 15, 2021. LTI award grants to Executive Directors will be comprised of 100% Performance Stock Unit ("**PSU**"). A PSU grant to an Executive Director will consist of an award of a right to receive Technip Energies shares subject to (i) achievement of applicable performance indicators assessed over a period of three years (or more) and (ii) continuity of service with Technip Energies over such period. LTI awards are all subject to the achievement of performance indicators. See section 3.5.
3.3.	**Policy level**	The target nominal grant date value of LTIs granted to an Executive Director for a given year is set at 275% of Annual Base Salary. In the event the Compensation Committee extends to an Executive Director the benefit of the DC Pension Plan set forth in Section 4 below, the target nominal grant date value of LTIs granted to an Executive Director for a given year will be set at 250% of the Annual Base Salary.
3.4.	**Maximum payment**	The maximum LTI award is capped at 450% of the Annual Base Salary. In the event the Compensation Committee extends to an Executive Director the benefit of the DC Pension Plan set forth in Section 4 below, the maximum award will be capped at 425% of the Annual Base Salary.
3.5.	**Performance assessment**	The vesting of LTI PSU grants is linked to a combination of performance measures that may include, but is not limited to: ■ A growth measure (eg. Earnings per Share (EPS), net sales, etc.); ■ A measure of the Company's performance on ESG matters; ■ A measure of efficiency (e.g. operating margin, operating cash conversion, return on invested capital (ROIC)); and ■ A measure of Technip Energies relative performance in relation to its peers (for example, relative total shareholder return vis-à-vis a peer group). Measures, targets, and peer groups are determined by the Compensation Committee annually prior to, or at the time of the grant, and are set out and commented on in the Remuneration Report applicable for such year.
4	**PENSION PLAN : DC PENSION PLAN**	
4.1.	**Purpose and link to strategy**	Technip Energies' ambition is to align Technip Energies' practice with the practice of its peers and more broadly with comparable listed companies. Technip Energies also seeks to enhance the flexibility and improve the competitiveness of the remuneration package to maximise the opportunity for Technip Energies to onboard executive talent from the broadest possible pool of executives.
4.2.	**Operation**	The Compensation Committee may in its discretion decide to offer to an Executive Director the benefit of a pension plan which is to be arranged within the framework of a defined contribution ("**DC**") plan. The chosen arrangement will comply with the legal requirements of the country where the Executive Director is located and will be aligned with the market practice at peer companies. The DC value, if offered, will be set at 25% of the Annual Base Salary. The DC plan will be managed by an independent insurance company with which the Technip Energies Group will have contracted.
5	**OTHER RETIREMENT BENEFITS**	
5.1.	**Purpose and link to strategy**	Provides competitive post-retirement benefits.
5.2.	**Operation**	An Executive Director will participate in collective pension and other retirement benefits schemes available to the other employees in the country where he or she is located.
6	**ALL EMPLOYEE SHARE SCHEME**	
6.1.	**Purpose and link to strategy**	An Executive Director is not eligible to participate in stock ownership programs applicable to Technip Energies group employees.

7	OTHER BENEFITS AND PERQUISITES	
7.1.	**Purpose and link to strategy.**	To provide market competitive benefits and to facilitate the performance of Executive Directors of their duties.
7.2.	**Operation**	Executive Directors are eligible to receive other benefits 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. Benefits may vary by location.
7.3.	**Maximum payment**	The actual value of benefits and perquisites varies depending on the cost to the business and an individual Executive Director's circumstances. The benefits package is set at a level that the Compensation Committee considers to: ▪ provide an appropriate level of benefits depending on the role and individual circumstances; and ▪ be in line with comparable benefits in companies of a similar size, and complexity in the market in which Technip Energies operates.

3.2. Other arrangements

The Compensation Committee also reserves the right to make any remuneration payments not contemplated by this Remuneration Policy if these were agreed to prior to and not related 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.

4. Discretionary power

The Compensation Committee may deviate from any provisions of this Remuneration Policy by exercising its discretion in order to serve the long-term interests of the Company or to insure its viability.

The discretionary power can be applied on the components listed in the table below:

1	**ANNUAL BASE SALARY**	The Compensation Committee has discretion to increase the Annual Base Salary 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.
2	**ANNUAL PERFORMANCE BONUS**	The Compensation Committee retains the discretion to increase Annual Performance Bonus targets in circumstances it deems appropriate (e.g. change in market levels of executive director bonuses at comparable companies). The Compensation Committee has discretion to vary (both upwards and downwards) the weighting of the performance measures over the life of the Remuneration Policy. The Compensation Committee has discretion to amend the level of payment (both upwards and downwards) if it is not deemed to reflect appropriately the Executive Director's contribution or the overall business performance. 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 the Company's and an Executive Director’s performance, and when it is considered to be in the best interest of Technip Energies and its shareholders.
3	**LONG TERM INCENTIVES**	The Compensation Committee has discretion to amend LTI performance indicators in exceptional circumstances where it considers it appropriate to do so.
4	**BENEFITS AND PERQUISITES**	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.

Any deviation will be justified, detailed, and commented on in the Remuneration Report for the year in which such deviation was exercised.

4.1. Adjustments to variable remuneration (clawback)

Pursuant to Dutch law, in the event of a material restatement of the Company’s financial results, the Board will evaluate the circumstances and may, in its discretion, recover from any current or former Executive Director the portion of any variable performance-based compensation (whether Annual Performance Bonus or LTI) earned by that Executive Director during the periods materially affected by the restatement.

In accordance with Dutch law, if according to the principles of reasonableness and fairness, payment of a bonus would be unacceptable, the Board has the power to modify the level of the variable performance-based compensation, whether paid in the form of equity or cash, to an appropriate level.

If financial results are restated due to fraud or other intentional misconduct, such as violations of the Company’s Code of Conduct or of Company policies, dishonesty, willful misconduct, breach of fiduciary duty, conflict of interest, material failure or refusal to perform job duties in accordance with Company policies, or other wrongful conduct of a similar nature and degree that causes harm to the Company or its subsidiaries, the Board will review any variable performance-based compensation paid or awarded to an Executive Director who is found to be personally responsible for any of the behaviors listed above.

The Board will have authority under Dutch law to recover (clawback) from an Executive Director any variable remuneration awarded based on incorrect financial or other data.

Any activation of this clawback clause will be justified, detailed, and explained in the Remuneration Report for the year in which the clawback right was exercised.

4.2. Potential payments upon change of control

Technip Energies may provide change of 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 of control transaction (generally understood to mean a transaction to acquire ownership of shares in the capital of the Company which, together with the shares in the capital of the Company held by a person or group, constitutes more than 50% of the total voting power of the shares in the capital of the Company) is taking place and in order to ensure continuity of management. The benefits payable upon a change of control will be comparable to benefits offered to Executive Directors at peer companies in similar circumstances.

In case of a change of control, the Board of Directors, upon recommendation from the Compensation Committee, may resolve to pay the ongoing bonus on a pro-rata basis (payment based on the annual target bonus amount if the bonus indicators cannot be assessed) and to provide a compensation in cash equal to two years of annual compensation calculated on the basis of two times the Annual Base Salary for the current year plus the average of the Annual Performance Bonus paid in the completed prior three years immediately preceding the change of control. For an Executive Director not having three years of prior Annual Performance Bonus history, an appropriate bonus amount will be determined by the Board upon recommendation from the Compensation Committee.

In case of change of control, the Board of Directors, upon recommendation from the Compensation Committee, may also resolve as relates to unvested LTI awards:

- To maintain unvested awards i.e. on the same terms and conditions as were set at the time of their grant;
- To require the exchange of unvested rights with comparable rights of the acquiring company or merged company;
- To decide that the unvested rights become fully vested upon consummation of the change of control with relevant business performance indicators assessed at target as follows:
  - If the remaining period to vesting is less than one third of the total vesting period, the Executive Director will be entitled to 100% of his or her award,
  - If the remaining period to vesting is greater than one-third of the full vesting period, the Executive Director will be entitled to a prorated portion of his or her award (reflecting a ratio equal to the number of days that have elapsed since granting divided by the number of days over the full vesting period).

4.3. Non-compete clause

Executive Directors of the Company will provide for the benefit of the Company a non-compete clause preventing him or her from working for a competitor of the Company for a period of 12 months after the termination of his or her executive directorship term, the terms and conditions of which will be defined by the Board upon recommendation from the Compensation Committee and which will be included in an Executive Director's management contract.

The Board, upon recommendation from the Compensation Committee, may unilaterally decide to waive the application of the non-compete clause in which case no payment will be owed to the Executive Director in respect of this clause.

The amount payable pursuant to the non-compete clause will be equal to an amount which cannot be greater than 12 months of the Annual Base Salary plus the average Annual Performance Bonus paid in the prior three years immediately preceding termination of the Executive Director's management agreement. For an Executive Director not having three years of prior Annual Performance Bonus history, an appropriate bonus amount will be determined by the Board upon recommendation from the Compensation Committee.

No payment under the non-compete clause will be paid if an Executive Director is able to exercise his or her retirement rights at the time of his or her departure.

4.4. Compensation for loss of office

The Board of Directors upon recommendation from the Compensation Committee has the discretion to provide an Executive Director with payment for loss of office (“**Loss of Office Payment**”) in circumstances which include but are not limited to, loss of office pursuant to involuntary termination, an Executive Director not being re-elected to the Board, or resignation for personal reasons. Any Loss of Office payment will be reasonable and in the long-term interest of shareholders and the Company's business. The Board will take into account the circumstances of the loss of office and past performance of an Executive Director.

Loss of Office Payment may include but is not limited to:

- Payment of legal fees, financial planning or outplacement costs;
- Payment of an annual bonus for the year of cessation of management services; and
- Continuation of certain taxable benefits and retirement benefits during the year of cessation.

Any Loss of Office Payment will not exceed the Executive Directors Annual Base Salary plus the average Annual Performance Bonus paid in the completed prior three years immediately preceding the termination. For an Executive Director not having three years of prior Annual Performance Bonus history, an appropriate bonus amount will be determined by the Board upon recommendation from the Compensation Committee.

There shall be no loss of office payment in the event the Executive Director is terminated for cause, e. g. serious or gross misconduct including violation of Technip Energies’ Code of Business Conduct.

Unvested LTI awards - The Board of Directors, upon recommendation from the Compensation Committee, may resolve as relates to unvested LTI awards:

- To maintain unvested awards i.e. on the same terms and conditions as were set at the time of their grant;
- To decide that the unvested rights become fully vested at the time of loss of office with relevant business performance indicators assessed at target and:
  - If the remaining period to vesting is less than one third of the total vesting period, the Executive Director will be entitled to 100% of his or her award,
  - If the remaining period to vesting is greater than one-third of the full vesting period, the Executive Director will be entitled to a prorated portion of his or her award (reflecting a ratio equal to the number of days that have elapsed since granting divided by the number of days over the full vesting period).

4.5. Overall cap for the non-compete clause and the payment for loss of office

The aggregate total amount payable under 4.3 and/or 4.4, may not exceed €3,000,000. The vesting or continuation of LTI awards are not included in determining whether this cap has been reached.

The Board of Directors will decide upon recommendation from the Compensation Committee the payment pursuant to 4.3 and/or 4.4. The Board will detail and comment on the activation of either of these two payments in the Remuneration Report for the year in which such indemnity was provided.

4.6. Sign-on bonus

In the event that an Executive Director is recruited externally, the Board of Directors, upon recommendation from the Compensation Committee, will have the right to grant to the newly appointed Executive Director a sign-on bonus. A component of the sign-on bonus may be to compensate the individual for any consideration or benefits he or she will be forfeiting as a result of leaving a prior employment or position. In such a situation, the Board will seek to make awards on a like-for-like basis to ensure that the value awarded would be no greater than the value forfeited by the individual and the sign-on bonus will be structured to reflect the type, risk profile and the vesting horizon of the consideration or benefits which the individual will have forfeited. The Compensation Committee may also consider in its recommendation relocation expenses and other associated expenses when negotiating the service conditions and setting the final amount of any sign-on bonus.

A sign-on bonus may take the form of a cash payment, shares, LTIs or a combination thereof.

Any use of sign-on bonus will be justified, detailed, and commented on in the Remuneration Report for the year in which such sign-on bonus was provided.

4.7. Duration of contracts, notice periods

An Executive Directors' management contract will be for the period starting on the date of execution thereof and will end on and will include the date of the first Annual General Meeting of the Company following the date the management contract is entered into, and will end automatically on that date without prior notice being required unless the term of the Executive Director is extended by the Annual General Meeting.

The Executive Director may be reappointed for one or several terms by the Company's General meeting in which case the management contract's term will be extended and will end automatically without prior notice being required on the date of the Annual General Meeting whereat the Executive Director's mandate is not renewed.

The management contract will contain a three months' termination notice period which can be exercised by either Technip Energies or the Executive Director.

5. Non-Executive Director Remuneration Policy

1.	**NON-EXECUTIVE DIRECTORS FEES**	
1.1.	Purpose and link to strategy	A Non-Executive Director's compensation is designed to reward the time and talent required to serve on the board of a company of Technip Energies' size, complexity, and geographical spread.
1.2.	Operation and maximum payment	Remuneration of Non-Executive Directors is comprised of annual cash remuneration only. Non-Executive Directors will be compensated by way of an annual cash retainer which is aligned with the practice amongst peer companies. Fees are reviewed periodically against market levels and may result in an upward or downward adjustment. The compensation is comprised of the following elements: (i) annual retainer, (ii) annual chair fee, and (iii) committee meeting fees.
1.3.	LTIs and performance based compensation	Non-Executive Directors are not entitled to LTIs or performance-based compensation.
1.4.	Provisions to recover sums paid (clawback)	Not applicable as only fixed remuneration is paid.
2.	**OTHER BENEFITS**	
2.1.	Each Non-Executive Director receives reimbursement for reasonable incidental expenses incurred in connection with the attendance of Board meetings and meetings of committees of the Board. Non-Executive Directors do not participate in employee benefit plans or in stock ownership plans applicable to Technip Energies Group employees.	
3.	**DURATION OF SERVICES AGREEMENT, RESIGNATION**	
3.1.	A Non-Executive Director's services agreement will be for the period starting on the date of execution of such agreement and will end on and will include the date of the first Annual General Meeting of the Company following the date the services agreement is entered into and will end automatically on that date without prior notice being required unless the term of the Non-Executive Director is extended by the Annual General Meeting. The Non-Executive Director may be reappointed for one or several terms by the Company's Annual General Meeting in which case the service agreement's term will be automatically extended and will end without prior notice on the date of the Annual General Meeting whereat the Executive Director's mandate is not renewed.	
3.2.	A Non-Executive Director may resign in which case he or she will give one (1) month's advance notice in writing of his or her resignation, setting out therein the reasons for such resignation.	
4.	**DISCRETIONARY POWER**	
	The Board of Directors, upon recommendation from the Compensation Committee, has the discretionary power to increase or alter the value of compensation provided to Non-Executive Directors, should it considers this appropriate and reasonable. Any use of this discretion will be justified, detailed and commented on in the Remuneration Report for the year in which such discretionary power was exercised.	

6. Process for adoption, and implementation of the Remuneration Policy

This Remuneration Policy sets forth the remuneration of Executive Directors and Non-Executive Directors. It is adopted by the Annual General Meeting at the proposal of the Board. A resolution to adopt the Company's remuneration policy requires a simple majority of the votes cast at the Annual General Meeting of Shareholders.

By delegation of powers of the Board of Directors, the remuneration of the Executive Directors is determined and implemented by the Compensation Committee in accordance with the principles set forth in this Remuneration Policy.

In the event of appointment of an Executive Director, the Board of Directors, upon recommendation of the Compensation Committee, will determine and approve the remuneration of the newly nominated Executive Director in accordance with the principles set forth in this Remuneration Policy.

In the event of the loss of office of an Executive Director, the Board of Directors, upon recommendation of the Compensation Committee, will determine and approve the termination terms and indemnities of such an Executive Director in accordance with the principles set forth in this Remuneration Policy.

The remuneration of the Non-Executive Directors is determined by the Board of Directors in accordance with the principles set forth in this Remuneration Policy and upon recommendation from the Compensation Committee.

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