

Consolidated version integrating additional clause N°3 of 14/06/2023

ENGIE European Works Council Agreement

INTRODUCTION

ENGIE is a leading global group that operates in low carbon energy and services. With a presence throughout the entire energy chain, upstream to downstream, the Group works alongside its customers, partners and stakeholders to accelerate the transition to a carbon neutral world through more energy efficient and more environmentally friendly solutions.

Based on an ambitious and responsible industrial model, the Group relies on its key business activities (gas, renewable energies and services) to offer efficient and sustainable solutions to its customers, in accordance with international rules: the fundamental principles and rights of the ILO, the UN Global Compact and Declarations and the guiding principles of the OECD.

Because management and employee representatives believe social dialogue to be one of the foundations underpinning its economic success, the Group intends to back up its development by creating bodies to facilitate this dialogue between Management and the representatives of the Group's employees.

The priority area for the Group to realise this ambition in practice is the enlarged Europe with its incoming Member States, on the basis of transnational laws and practices, and in particular, the European Directive on European Works Councils as transposed into law in the Member States of the European Union (by Law No. 96-985 of 12 November 1996 and ruling no. 2011-1328 of 20/10/2011, transposing the European Directive 2009/38/CE of 06/05/2009).

Within this geographical area, the aim of the signatories to this agreement is to ensure that the EWC acts as an information and consultation body in which Management and employee representatives shall endeavour to ensure the efficiency of the companies in the Group, while at the same time taking the interests of employees into consideration. Within the scope of the EWC, they are convinced that social dialogue can enhance the relevance and effectiveness of Management decisions by enabling employee representatives to be informed of and understand the reasons for these decisions, and to suggest additions or improvements. In so doing, they wish to see the Group's development linked with improvements in the material conditions and morale of employees. Particular attention shall be paid to issues regarding employment, working conditions, health and safety, vocational training, mobility, diversity and equal opportunities.

The signatories also wish to ensure that the EWC is one of the means by which ENGIE's principles of social responsibility and its public service values are demonstrated and shared, notably with regard to solidarity and access to energy for customers in difficulty. Accordingly, they intend to promote the emergence of a strong identity combining the cultural diversity within the Group's companies with the shared aim of economic and social progress in Europe.

ARTICLE 1 – PURPOSE OF THE AGREEMENT

The European Works Council (EWC) is a body for informing and consulting employee representatives on issues that affect the entire Group (parent company and subsidiaries) within the meaning of Article 1-(a) of the appendix of European Directive 2009/38/EC dated 06/05/2009.

The European Works Council (EWC) also aims to promote information, the exchange of points of view, and social dialogue, as well as to promote the sharing of experience and develop consultation.

Information and consultation of employees takes place at the appropriate Management and representation level, depending on the issue at hand and the applicable documents on the matter.

The purpose of the EWC is to improve the quality of the information provided to the employees of all companies within the consolidation scope of the ENGIE Group.

In accordance with the principle of subsidiarity, the EWC is not a replacement for the personnel information and consultation bodies operating in each company and in each country, which retain all of their authority and duties.

The purpose of this agreement is to define the scope, information, consultation, composition, operation and resources of the EWC.

ARTICLE 2 - CONSOLIDATION SCOPE CONCERNED

This agreement covers the dominant company and its subsidiaries in European countries (European Union, FTA and EU candidate countries).

Subject to compliance with the criteria for consolidation in the scope given below (fully consolidated or a majority interest of over 50% of shares, and in accordance with the criteria for dominant influence), this agreement will also be applicable to subsidiaries whose headquarters are located outside the 28-member European Union.

Appendix 2 of this agreement gives the list of these companies on the date of signature. It is subject to change according to developments in the Group.

Within this geographical area, the agreement covers the companies over which ENGIE exerts a dominant influence, according to the meaning of Article 1 of the legislation transposing the Directive into French Law.

The following are included in the consolidation scope: companies consolidated according to the full consolidation method (see the definition in Appendix 1) or in which ENGIE has a majority interest of over 50% of the shares, provided that they comply with the criteria for dominant influence.

This definition of the consolidation scope shall be reviewed once a year at the beginning of the year (according to the position at 31/12 of the previous year) in order to take any changes in the Group into account and to make any amendments required.

Moreover, if a company or a group of companies in which ENGIE holds 10 - 50% of the shares within the geographical scope specified above does not fulfil the aforementioned criterion, but does have a special position within the Group by virtue of its size, the number of employees involved, its social importance in that country, its strategic importance, or particular position in the Group, the EWC Secretariat and the Management representative may nevertheless

examine the specific situation with a view to allowing an observer or additional members to participate, subject to the agreement of the Chairman of the council and the majority of the EWC employee representatives.

When a new company based in a country not represented on the EWC meets the criteria specified in Article 2, one or more members may be appointed, in accordance with the provisions of Article 7, during the first meeting of the Secretariat and approved during the next plenary session of the EWC.

The Secretariat shall be informed about any company that no longer fulfils the criteria for inclusion within the scope of the EWC. The information will then be sent to members electronically.

ARTICLE 3 - TRANSNATIONALITY

The EWC is informed and/or consulted on transnational issues of concern to the community-wide company, or the group of community-wide companies, or at least two companies or establishments of the company or the Group located in two different Member States.

Also considered to be transnational issues are those that concern a subsidiary located outside France and which fall within the scope of a decision by the dominant company, or which are a direct consequence of one of the strategies taken by the Group and are significant for European personnel in terms of the extent of their potential effects, or which involve a transfer of activities between Member States.

ARTICLE 4 - INFORMING THE EWC

EWC members shall receive continuous information relating to the life of the Group and its economic, financial and social strategies at European level.

To this end and in due time, Management shall provide the employee representatives with information enabling them to understand the objectives pursued and strategies implemented, evaluate their impact, assess the results achieved, and follow up issues that fall within the EWC's remit.

The following are therefore presented in an ordinary plenary session:

- the Group's strategy (roadmap and outlook)
- the structure of the Group and its development
- the Group's economic and financial situation and outlook (including investments), the presentation of the consolidated financial statements and the statutory auditor's report
- the Group's social policy and outlook (equal opportunities, training, mobility, etc.) based on information in the Group Social Reporting
- developments in the Group's activities and their impact on employment in the Group
- the Research & Innovation policy

- the Social and Environmental Responsibility policy (including the climate roadmap and energy transition)
- the annual review of the Group vigilance plan

In addition, each ordinary plenary session will include a presentation of Group news and a H&S report.

Other cross-cutting topics may be specifically discussed.

The Chairman may also submit any information to the EWC that he/she deems relevant to the Group's global strategy.

Such information and its social consequences may give rise to debate and discussions between EWC members and the Chairman.

Without prejudice to the information obligations of other bodies, the EWC Secretariat shall be immediately informed between meetings of any changes to the structures or strategic orientations of the Group.

To support the EWC on these topics, the following are also planned throughout the year:

- studies and work in working groups
- regular discussions in the Secretariat of the European Works Council
- the submission of an annual expert report from the France Group Committee (including presentation of the consolidated financial statements)

Management reserves the right to postpone the communication of certain information that may seriously harm its strategic interests. When in a position to communicate this information, it will inform the EWC of the reasons for the postponement.

The EWC shall be informed of European agreements or Charters signed within ENGIE by the trade union organisations and Management. Provided that the signatories of these Charters or European agreements have specifically provided for it, the EWC may also participate in the implementation and monitoring of Charters or European agreements.

ARTICLE 5 – EWC CONSULTATION

5-1

Consultation with the EWC is understood to mean the establishment of dialogue and an exchange of points of view between employee representatives and Management, at a time, in a manner and with content that enables employee representatives to express a relevant opinion, based on the information provided.

Accordingly, the EWC shall have accurate, written and relevant information on the matters on the agenda. This information shall be provided in accordance with Article 8-4.

Consultation shall take place according to the conditions and in the areas set forth hereafter:

5-2 Recurrent consultations

In addition to the annual information provided under the terms of Article 4, the EWC is consulted on the Group's strategic objectives, related to the following in particular:

- the Research and Innovation policy,
- undertakings of general interest,
- the Social and Environmental Responsibility policy (including the climate roadmap and energy transition)
- the Prevention and Safety, Working Conditions, Hygiene and Health policy
- the Group Social Policy for issues of restructuring

To this end, dialogue and discussions allowing questions to be answered and the EWC to issue an opinion, shall take place every 3 years, unless a new direction is taken during this time.

Opinions issued in this way regularly fuel ideas and discussions and contribute to the continuous improvement of these policies.

5-3 Information process prior to a consultation

In addition to the recurrent consultations mentioned in Article 5-2, the EWC may be consulted as part of an information process prior to consultation, on transnational issues within the meaning of Article 3.

In accordance with the terms of European Directive 2009/38/EC dated 06/05/2009, its preamble and its appendix, the EWC shall be informed and consulted on transnational issues as defined in Article 3 and which, "*taking into account the extent of their potential effects*" (preamble Art.16), may lead in particular to "*substantial changes affecting the organisation*" (Art 1a of Appendix 1) or "*which are of importance to European workers in terms of the scale of their potential impact*" (preamble Art.16).

When this information process prior to consultation of the EWC is combined with that of national and/or local employee representation bodies, these must be carried out in line with their respective remits and scopes of intervention.

So, when a single topic is subject to a pre-consultation information process with various employee representation bodies at different levels (local and/or national, and European), each of these processes must begin with the same 4 week-long period. Then each of the bodies concerned will carry out its own process independently.

As a general rule, it is desirable that the EWC is informed as a priority. Furthermore, it will be seen to that each body is aware of this information process prior to a consultation in its entirety.

The schedule of meetings for an information process prior to consultation (including the meeting for issuing an opinion) is discussed with Management in advance in the Secretariat, bearing in mind the importance of the project, the necessary and reasonable time required to allow for debate and dialogue on the project, and the date of implementation planned.

Then, provided that all the information has been communicated and answers to questions provided, the information process prior to consultation will be carried out in accordance with this schedule, except in special circumstances that can be discussed in the Secretariat.

The timetable for the pre-consultation information process takes priority over the regular agenda of the EWC.

Lastly, the project cannot come into force until all the pre-consultation information procedures have been completed.

5-4

In the event of exceptional circumstances within the remit of the EWC, whose implications are likely to have a serious impact on the interests of employees in the Group (for example, relocation, disposals, mergers or closures of companies or establishments, mass redundancies, voluntary redundancy plans, etc.), the EWC shall meet in extraordinary session at the Secretary's request.

It must be consulted in sufficient time for the issues debated or the EWC's opinion to be incorporated in the decision-making process. Moreover, Management must provide a substantiated response to the EWC's opinion.

5-5

The EWC is also consulted on all issues which are subject to an agreement between the Chairman and the secretary.

ARTICLE 6 - OPINIONS OF THE ENGIE EWC AND EMPLOYEE INFORMATION

6-1

The EWC is a forum in which the members are free to express their views and opinions on all its areas of application.

In view of both the range of topics to be discussed at EWC meetings and the work required to look into each individual issue effectively, the EWC has decided to form working groups to extend its work.

Accordingly, temporary working groups shall be formed (Article 6-3) on an ad-hoc basis in exceptional circumstances, as well as permanent working groups to cover a number of areas within the remit of the EWC (Article 6-2).

The task of these working groups is to facilitate and provide greater depth to the work of the plenary body. They are not intended to replace either the role of the EWC, or the role of the trade union organisations.

The dates of the meetings will be set by the Management and the working group coordinator together with the EWC secretariat, at least two months before the meeting, except in extraordinary circumstances.

6-2 Permanent Working Groups

The purpose of these working groups is to promote information, consultation and social dialogue, and to encourage in-depth examination of issues specific to the Group's activities in Europe, as well as to allow EWC members to get to grips with the issues at hand.

The working groups are an offshoot of the EWC and are made up of full or deputy members elected to the EWC, appointed by the Secretariat. In the absence of a consensus in the Secretariat on the composition of a working group, its membership will be validated by a majority vote of the EWC members present at the meeting.

The working groups will begin their work as soon as their members are appointed by the Secretariat, which will inform the EWC of its decision at the nearest meeting.

Coordinators of the working groups are also appointed by the Secretariat, usually from among the deputy secretaries or, where applicable, the members of the EWC.

The topics studied will focus in particular on the areas of strategy, innovation & new technologies, environmental, economic & financial aspects, energy transition, and social issues (working conditions, safety, health, social reporting, organisation of work, etc.) as well as health & safety.

Working groups dedicated to monitoring certain subjects, and working groups assigned to specific studies are created and structured as follows:

- A monitoring working group for labour relations, incorporating the annual social reporting (jobs, training, mobility, gender equality, diversity, etc.) and the annual report on the duty of vigilance.
- A monitoring working group devoted to health and safety, prevention of occupational risks and quality of life at work.
- Various study working groups dedicated to the areas of strategy, innovation & new technologies, environmental, economic & financial aspects, and energy transition.

The topics and themes to be studied, as well as the schedule of work, are determined by the Secretariat and Management after consulting the EWC.

The number of participants in these working groups is limited to 10 members.

Management takes part in the meetings of working groups dedicated to employment and labour relations, and to health and safety issues.

The plan is to schedule up to 6 meetings a year, divided between the monitoring and study working groups, as well as a total of 12 hours' digital discussions, allocated for all working groups combined and used in 2-hour slots.

The schedule and distribution of working groups and digital discussion time (12 hours) are planned over the year at the beginning of each year in the Secretariat.

Depending on current events and the subjects to be discussed, additional meetings may be agreed upon in consultation between the EWC Secretariat and Management.

Working group meetings are held over two days, organised into several working sequences. Meetings can include time spent working among members, and time with Management. At least 6 members of the working group must be in attendance, otherwise the meeting will be cancelled.

If the meeting requires Management to be present, the agenda is set by the Working Group Coordinator and Management, in consultation with the Secretariat.

It will be sent out no later than 10 days before the meeting. Documents will be sent to the working group participants no more than 5 days before the meeting.

Employee representatives of companies or the Group, not represented in the EWC, as well as competent professionals employed by the Group, may be invited to the permanent working group meetings, following consultation between Management and the Secretariat.

Representatives of the trade union federations that signed the European framework agreements in the ENGIE group may also be invited to take part in the meetings of the social working groups, in connection with the topics covered by the European framework agreements.

Each working group reports on its work to the EWC either annually or at the end of its study assignment. The Secretariat organises regular monitoring of the work of each working group during its regular meetings. It reports on their progress to the EWC.

One-off replacement

In the case of absence, members of working groups may be replaced on a one-off basis by another member of their delegation or country for the working group meeting; they shall inform the Coordinator and management of this as early as possible.

Except in special cases where representation by a country or delegation cannot be provided, replacements must be announced before the invitations are sent out, at least two weeks before the meeting.

Permanent replacements

The Secretariat and Management must be notified of any request for a permanent replacement in a working group, and will communicate this information at the next EWC meeting.

Experts/Guests

For matters brought to the agenda of a working group meeting whose theme is subject to an expert assessment within the scope of the EWC (or extended to the EWC), the working group coordinator, in agreement with the EWC secretariat and Management, can arrange the participation of an expert from outside the EWC to assist with their work.

6-3 Non-permanent working groups

Non-permanent working groups, whose members are representatives of the EWC, may be set up in exceptional circumstances with the agreement of Management and for topics that do not fall within the scope of the secretariat or permanent working groups.

If necessary, such working groups may be assisted by competent professionals, who may either be Group employees or not. The formation of these working groups and the appointment of outside professionals are decided on the joint initiative of the Chairman and employee representatives.

6-4

Information on discussions within the EWC and its opinions must be wide-ranging and circulated quickly to the Group's employees.

As part of improving employees' access to information concerning the work of the EWC, EWC members will be responsible for circulating the information made available by the secretariat.

This information must be distributed according to the specific practices of each company within the Group.

The Secretariat and members of the EWC have access to various resources, including a virtual online document database.

6-5 Expert opinions

As part of its prerogatives, the EWC can:

1. decide, on its sole initiative and by a majority vote of the EWC members present at the meeting, to commission an expert appraisal/report as part of an EWC information process prior to consultation (Article 5 of this agreement)
2. agree with the Chairman to commission any other expert appraisals.

These appraisals will be carried out in cooperation with Management, and will be paid for by the company. The members of the EWC and the Chairman shall jointly decide the lead time for completion of expert appraisals paid for by the company at the time of the vote.

3. decide, on an ad hoc basis and at the initiative of the majority of its members or that of the Secretariat, to seek the support of an expert or commission an expert appraisal on any subject they wish.

This support, undertaken on the sole initiative of the EWC or Secretariat, will be charged to the EWC's own budget in accordance with Article 8-7.

Finally, whatever the nature of the appraisal or report (1., 2., 3.), The specifications for the expert appraisal and the appointment of an expert must be approved by a majority decision by the EWC members, present at the meeting prior to commencing the expert appraisal.

The firm of experts is chosen in consultation with other employee representative bodies to avoid duplication. Where applicable, the expert report shall be sent to all bodies concerned.

The mandatory expert appraisal of the consolidated accounts carried out by the Group France Committee, expanded to take into account European aspects, shall be presented and explained by the expert during the preparatory meeting of the EWC during which the Group's economic and financial situation and outlook are presented in accordance with Article 4.

ARTICLE 7 - COMPOSITION OF THE EWC

7-1 Full members

The EWC is chaired by the CEO of the dominant company. It is made up of representatives of the employees of Group companies, who are themselves employees of these companies.

The following is the number and breakdown of full EWC members representing employees:

- each country represented within the Group's consolidation scope shall appoint one ex-officio member, representing the employees of all Group companies in that country, if there are at least 150 employees.
- in each country, the employees of Group companies shall be represented, by one member according to the following employment size groups:
 - 2,000 to 3,999: one member,
 - 4,000 to 5,999: one member,
 - 6,000 to 7,999: one member,
 - 8,000 to 11,999: one member,

- on crossing the threshold of 12,000 : 1 member,
- 12,000 and upward: 1 additional member per 4,700 employees.

In accordance with Article 2, a summary document about the composition of the EWC is updated each year then distributed to members.

7-2 Deputy members

Deputy members are appointed according to the same conditions and at the same time as the full members. They participate in preparatory, plenary and reporting sessions in the absence of a full member of their delegation. They may be appointed to take part in the various working groups.

A deputy replacing a full member has the same rights and obligations as a full member. They also have the rights assigned to deputies, laid down in this agreement.

They systematically receive the same documents and information as full members and are permitted to take part in any training intended for full EWC members.

Full and deputy members must be Group employees.

7-3 Invited members

Those invited by the EWC in a consultative capacity may include:

- observers, according to the conditions set out in Article 2;
- with the Chairman's agreement, one or more competent professionals, according to the issues at hand;
- on a permanent basis, three representatives from European trade union federations.

7-4 Appointment of members

7-4-1 In France:

French members are appointed by the representative trade unions at Group level in France, in accordance with the provisions of Article L. 2122-4 of the French Labour Code, from amongst their elected, full, deputy or appointed members.

Seats are distributed between these organisations according to the representativeness of each union, calculated on the basis of the votes cast in the first round of elections to the works councils (SECs) or employee forums on the date closest to the EWC's renewal and at least six months prior to this renewal, according to the method of the greatest remainder.

7-4-2 Outside France:

The representatives of the employees in companies or undertakings included within the consolidation scope and located outside France are appointed or elected in accordance with the provisions of the law transposing the Directive in each country, where they are specified, or if not, according to the representation practices or rules in these countries.

Appointments by representative trade union organisations, or failing these, by employee representatives, shall ensure equitable representation taking into account diversity of activities, the 3 socio-professional categories of employees (in accordance with the definitions of the Group Social Reporting) and gender balance. The company Divisions to which the EWC members belong shall ensure that they are facilitated to carry out their mandate and attend meetings.

7-5 Term of office

Subject to the provisions of Article 6-6, the term of office is set at 4 years.

7-6 Changes to representation

Changes to employee representation associated with developments in the Group must comply with the provisions of Article 2 regarding the consolidation scope.

Once a year, employee representation on the EWC, specified in Article 7-1, is adjusted according to the changes in the consolidation scope defined in Article 2, except for the situations stated in the second to last paragraph of Article 2.

Crossing a threshold that results in an increased number of EWC representatives is taken into account immediately.

Crossing a threshold that results in a decreased number of EWC representatives is only taken into account if the decrease of staff in year N compared to the year in which the mandates begun is strictly greater than 5%.

An EWC member's mandate automatically ends when the company to which the representative belongs falls outside the consolidation scope of the Group.

Likewise, the same applies if the representative loses his or her electoral or trade union mandate. In this case, the outgoing member is replaced in accordance with the rules for appointment set out in Article 7-4.

ARTICLE 8 - OPERATION AND RESOURCES

8-1 Chair

The meeting is chaired by the Group's CEO or their representative.

The CEO's representative has the same powers and duties as the CEO of the dominant company.

The Chair of the EWC (otherwise referred to as Management in this document) may be accompanied by persons of their choice, and where necessary, by experts depending on the subjects addressed.

8-2 Secretariat

8-2-1 Composition and role of the Secretariat

The secretariat is made up of a Secretary and deputy secretaries in accordance with the breakdown hereafter.

The Secretary and deputy secretaries are elected from among the full members of the EWC.

The Secretary represents the EWC in carrying out all tasks associated with the Committee's legal status. In the exercise of his/her mandate, the Secretary shall act on behalf of the EWC, irrespective of their membership in a trade union, their company or their nationality.

The Secretariat is responsible for coordinating the EWC's activities and follow-up between sessions and organising the meetings. It is also responsible for monitoring the expert appraisals referred to in Article 6-5, in cooperation with Management when the expert assistance is requested jointly.

The Secretariat handles the ongoing coordination between Management and EWC members, representing employees on issues relating to the operation of the EWC and working groups.

In addition to its coordination and monitoring missions, the Secretariat is a primary forum for discussions with Management.

The Secretariat meets in accordance with a schedule defined at the secretariat, making a total of 12 days a year. A member of Management shall attend part of each meeting to discuss topical issues.

8-2-2 Functioning of the Secretariat

Each agenda is sent no later than three working days before the meeting.

A summary of decisions shall be prepared under the responsibility of the Secretary, in draft form jointly with Management. It shall be circulated to Secretariat members for their comments, at the latest at the same time as the agenda for the subsequent meeting.

The summary of decisions shall be approved at the following Secretariat meeting.

Invitation to Secretariat meetings

Depending on the topics on the agenda, the Secretariat may invite the following parties to its meetings to participate in its work:

- **EWC members** to provide information on subjects regarding countries which do not have a representative on the Secretariat. The people who are invited can be present for all the work of the secretariat after consultation with Management.
- **employee representatives from those group companies which are not represented at the secretariat as well as competent professionals, group employees or not**, following consultation with Management. These people only attend the part of the secretariat to which they have been invited.
- **experts**, with the agreement of the Chair, who work with the Secretariat solely on the topic or matter for which they were asked to attend.

Permanent working group coordinators will systematically take part in the secretariat from the start of the year in order to set the objectives and examine the yearly planning.

In consultation with Management, a delegation of Secretariat members can visit local stakeholders on site concerning current social issues. The Group's Labour Relations Department will validate the procedures for these trips in conjunction with the local entity concerned.

8-2-3 Electing the Secretary

The Secretary is elected for the duration of their term of office as an EWC member (4 years) by an absolute majority vote of the EWC employee representative full members in a single ballot. If no candidate obtains the absolute majority, a second ballot will be held: the candidate who obtains the majority of votes shall then be elected secretary.

If no candidate is elected, a third - or even fourth – ballot will be held between the two candidates who obtained the most votes in the second or third ballot. The candidate who obtains the majority of votes shall then be elected. In the event of a tie in the fourth ballot, the candidates will draw lots.

In the event that the Secretary leaves before the end of the planned term of office, a new election shall be held for the remaining duration of the term.

When requested by a member, the election of the secretary shall be carried out by secret ballot.

8-2-4 Appointing the Deputy Secretaries

The representatives of French employees appoint one Deputy Secretary per trade union organisation represented in the EWC.

The representatives of employees of other nationalities in the Group appoint 7 Deputy Secretaries, in accordance with the terms and conditions defined by them. In the event of disagreement, these Deputy Secretaries come from the 7 countries in which the Group employs the largest workforce.

Appointments to the position of Secretary and Deputy Secretaries shall ensure fair representation taking the diversity and transnational nature of the Group into consideration.

All employee representatives approve the list of Deputy Secretaries by absolute majority.

8-3 EWC meetings

Barring exceptional circumstances, the EWC meets in plenary session twice a year, convened by the Chairman.

Meetings take place over one day. If required, they can be extended by one day, depending on the agenda.

The employee representatives hold a preparatory meeting the day before the plenary and a debriefing meeting the morning after the plenary session. It will end at lunch-time (1.00 pm) to enable members to travel back to their own countries during the afternoon.

In an instance where the plenary meeting is extended to more than one day when the agenda is drawn up, the preparatory meeting will be allotted a duration which is at least proportional to that of the plenary meeting.

The Secretary and the Chairman of the EWC may convene one or more additional meetings.

Moreover, the EWC shall be entitled to meet within six weeks if the majority of the employee representatives so request.

8-4 EWC agenda

The Chairman and the Secretary set the agenda jointly.

In the absence of agreement on the contents of the agenda, it is set by the Chairman.

However, if the majority of the employee representatives request inclusion of an item on the agenda, the request must be granted.

The agenda is sent electronically to the full and deputy members at least 3 weeks before each ordinary meeting.

All the documents required to brief the EWC are sent electronically at least 15 days before each ordinary meeting, to allow for adequate preparation and improve the quality of discussion in the plenary session. For extraordinary meetings, the agenda and all the related documents are sent as soon as possible. These documents are translated into all EWC languages.

8-5 Deliberations of the EWC

All the deliberations of the EWC, particularly relating to the adoption of its opinions, the appointment of an expert or the mandate given to one of its members to carry out representation of the EWC or attend court shall be adopted by a majority vote of members of the EWC in attendance at that session.

8-6 Minutes of meetings

Minutes are taken for all plenary sessions.

The minutes include the main points of the discussions, positions and opinions expressed by all parties.

After being conveyed to the Chairman and the Secretary, the draft minutes are sent out to participants in their respective languages within one month of the date of each meeting. The final document, approved at a subsequent meeting, is signed by the Chairman and the Secretary and then distributed to the Group's companies by the Secretariat.

8-7 Budget and operating costs

All costs incurred in connection with the meetings provided for in Articles 6-2, 6-3, 8-2, 8-3, 8-8, 9-6 of this Agreement are met by the Group (interpretation, translation and distribution of preparatory documents and minutes, the accommodation expenses of employee representatives and invited members, referred to in Article 7-3).

Travel costs for employee representatives are borne by the entities/subsidiaries.

Management shall meet the costs in connection with the Secretariat's meetings.

Management will endeavour to reduce the costs that are met by smaller companies.

The Group shall also meet the cost of training for full and deputy members of the EWC, as specified in Article 9-4 hereafter.

The Secretariat is provided with equipped (IT and telecommunications) and independent premises on a permanent basis.

The Secretariat shall be provided with part-time administrative support.

Each year, a budget is allocated to the EWC and monitored by the Secretariat, in particular to cover the cost of the expert appraisals decided on the EWC's initiative (see Article 6-5), of other translations commissioned on the initiative of the members or the Secretariat, and of transport and accommodation expenses that are not covered by Management.

The maximum budget is set at EUR 62,000 per year. An update on this budget will be shared twice a year at the Secretariat.

8-8 Mandate renewal seminar

Each time the mandate is renewed (4 years, see article 7-5) a specific one day meeting is organised at an EWC, for the new members. The organisation and programme for this day are drawn up between the EWC secretariat and Management.

ARTICLE 9 - STATUS AND RESOURCES OF FULL AND DEPUTY MEMBERS

9-1 Protection clause for employee representatives on the EWC

The protections or guarantees enjoyed by the EWC members arise, where applicable, from their national mandates, from legislation and/or the conventional or regulatory agreements that govern them.

Work and activities that are part of an EWC member's mandate are assimilated to a professional activity, and cannot lead to discrimination or sanction.

9-2 Material resources of members

All full and deputy members are provided with the modern IT and telecommunication resources they need to carry out their duties, according to best practices in their home companies (mobile telephone, laptop computer, printer and consumables, Internet access, WiFi) and access to all modern communication systems enabling good communication between members.

The company shall provide any maintenance, updates and replacements required, in accordance with the usual procedures in the home companies.

9-3 Time-off rights

In addition to the time spent in each EWC preparatory, plenary and debriefing meeting, full and deputy members of the EWC are all given the time they deem necessary to fulfil their mandate.

When a member wishes to exercise this possibility, they should inform their manager, giving reasonable notice, unless there are exceptional circumstances.

Application of this system relies on the responsibility of each individual and on trust.

In the event of problems applying the system, Management and the Secretariat will hold a discussion in order to resolve this difficulty.

If recurring problems persist, Group Management could define another way of working after discussion with the Secretariat.

The EWC Secretary has an additional 800 hours' time off rights per year (excluding travel time and meetings).

9-4 Training of EWC members

Each EWC member (full and deputy members) receives five training days per year. This training may be delivered by accredited training organisations or by national or European trade union federations or confederations.

The above notwithstanding, language training (French or English) shall also be provided for all EWC members, in accordance with the Group's policy for the development of language skills.

9-5 Visiting rights

The members of the EWC shall have access to all companies included within the Group's consolidation scope, so that they can meet with elected employee representatives or trade union representatives on site. They may visit the sites of these companies, with the prior agreement of the head of the relevant company.

When an EWC member represents several companies, or a company consisting of more than one establishment within a given country, he/she shall have the right to consult with the employees on-site and report to them with respect to his/her mandate, after first consulting with that company's Management, in particular on the associated means.

9-6 EWC member visits

Visits of delegations of EWC members can be organised, at the initiative of the Secretariat, in order to gain a deeper understanding of the operation of Group subsidiaries, meet local management and local staff or trade union representatives and employees.

Up to 3 visits per year are planned for 6 to 8 participants who must be full or deputy members of the EWC. The EWC members of the country or entity (for France) visited also take part in the visit, as well as the secretary of the EWC.

The Group Labour Relations Department facilitates the organisation of these visits, specifically by contacting local management prior to the visit taking place.

The travel costs (transport, accommodation and interpretation) associated with these visits are covered by Management.

The organisational arrangements for these visits at local level are specified in written guidelines after discussion with the Secretariat.

9-7 Confidentiality obligation

EWC members, the expert(s) assisting them, as well as observers, are bound by a confidentiality obligation concerning all information communicated to them, notably by Management who will specify the duration of the obligation. This obligation continues even after the expiry of their mandate.

9-8 Value placed on experience

The experience and skills acquired throughout the EWC member's term of office must be recognised in their career development.

ARTICLE 10 - TERM, REVIEW AND TERMINATION

This agreement shall come into force on the day after registration.

Under no circumstances may this agreement lessen the members' rights originating from national regulations.

It shall run for a fixed term of 4 years.

It shall be renewed for 4-year periods by tacit agreement.

Revision procedure:

The agreement may be revised at any time to include amendments, particularly in response to events such as changes to the consolidation scope or to the legal or regulatory framework which may disrupt the general equilibrium of the agreement.

The revision process will be led first of all by Management and the secretariat. Any proposal for a revision amendment will have to be approved by the CEO of the dominant company and by a majority vote of the EWC members present at the meeting and who are representing employees, at a plenary meeting.

Formalisation of this approval will give rise to:

- in the case of a vote in favour by all members present, the signing of a revision amendment by the CEO of the dominant company and by the EWC Secretary (the latter representing the unanimous vote by the EWC members at the meeting).
- in the case of a vote in favour by the majority of members present, the signing of a revision amendment by the CEO of the dominant company and by each of the members who voted in favour.

Termination procedure:

At the end of the initial 4-year period, the agreement may be terminated at any time by the CEO of the dominant company or by the majority of the employee representative members of the EWC.

The other party shall be notified of the termination and the reasons for this by registered letter(s) with acknowledgement of receipt. The agreement shall cease on the expiration of a notice period of six months.

Within one month of notice of termination, a Special Negotiating Body (SNB) shall be convened, under the legal rules in force, to negotiate a new agreement.

If the parties fail to reach an agreement at the end of the six-month notice period, the initial agreement will be extended for a maximum period of one year, at the end of which, and pending a new agreement, a committee will be set up according to the terms and powers of Article 2343-1 et seq. of the French Labour Code.

Adaptation procedure in the event of mergers/acquisitions

If significant modifications are made to the structure of the company, arising in particular as a result of mergers, acquisitions or splits, resulting in a conflict between the provisions of two or more applicable agreements, Management shall commence negotiations on its own initiative or on the written request of at least one hundred employees or their representatives.

A Special Negotiations Body shall be formed, in accordance with the terms and conditions agreed by a seminar attended by the members of the European Works Councils of the relevant companies and in consultation with Management.

Throughout these negotiations, the existing European Works Council(s) shall continue to operate, in accordance with the terms and conditions that may be adapted by agreement between the members of the European Works Councils and Management.

When the new European Works Council commences operation at the end of the procedure referred to in the first paragraph above, the previously existing European Works Council(s) shall be dissolved and the agreement(s) constituting them shall cease.

ARTICLE 11: REGISTRATION

This agreement shall be translated for each member into the language of the country he represents. However, only the French version shall be legally binding on the parties.

This agreement is governed by French law. The head office of the ENGIE European Works Council is located at 1 place Samuel de Champlain - Faubourg de l'Arche - 92930 Paris La Défense Cedex.

In the event of a dispute, differences shall be brought before the French courts.

This agreement shall be registered by the Management of the dominant company at the *Direction départementale du travail et de l'emploi* (regional labour and employment office) and at the *Conseil de Prud'hommes (conciliation board for industrial disputes)* in Paris.



Consolidated version of amendment 3, taking effect on XX/XX/2023.

Signed in Paris on XX/XX/2023

The CEO of ENGIE:

The Secretary of the ENGIE EWC,

who has the representative power by unanimous vote of the EWC members who represent employees;

Catherine MACGREGOR

Robert TEXTORIS

Appendix 1

Pursuant to IFRS accounting standards, ENGIE consolidates the companies it controls according to the full consolidation method.

Control must be assessed based on capital holdings (de jure control), as well as according to the Group's other rights with respect to the entity under consideration (de facto control).

1. De jure control

De jure control is presumed when the Group holds the majority of the voting rights.

1.1 Existing voting rights

The number of voting rights is determined by taking the voting rights held directly and indirectly by the Group into account.

Accordingly, shares held jointly with third parties by the companies controlled by the Group (joint ventures) or shares held by third parties must be taken into account.

In exceptional cases, it is possible that the majority of the voting rights does not result in control; for example, when severe and lasting restrictions (restrictions on cash transfers, etc.) are imposed by governments, placing a question mark over the control exercised over the company.

1.2 Potential voting rights

The existence of direct or indirect potentially exercisable or convertible voting rights must also be taken into consideration when assessing whether or not control exists.

2. De facto control

Control is established even in the absence of holding the majority of the voting rights, if the Group has:

- control of more than half of the voting rights by virtue of an agreement with other investors,
- the power to direct the financial and operational policies of the entity by virtue of a regulatory text or contract,
- the power to appoint or dismiss a majority of the members of the board of directors or the equivalent management body, if control of the entity is exercised by this board or body,
- or the power to muster a majority of the voting rights in meetings of the board of directors or the equivalent management body, if control of the entity is exercised by this board or body.

Appendix 2

The list of companies within the scope of the ENGIE EWC of 31/12/2022

<i>ENGIE Group companies fully consolidated and/or +50% owned at 31/12/2022 (European Union, companies with employees)</i>		
Countries	Global Business Unit - GBU	Companies
Belgium		
	Energy Solutions	
		IMDC (BE)
		SYNGENIA
		TRACTEBEL ENGINEERING (BE)
		TRACTEBEL IMPACT BELGIUM SA
	GEMS	
		ELECTRABEL - EMT [Mgt view]
		ENGIE Global Markets Belgique
	Nuke	
		ELECTRABEL - NUKE [Mgt view]
		SYNATOM
	Other	
		ENGIE GLOBAL BUSINESS SUPPORT
		ENGIE IT Belgique
		ENGIE MANAGEMENT COMPANY BELGIUM
		LABORELEC
		ENGIE CC
		Engie CC K
	Renewables	
		ELECTRABEL - RES [Mgt view]

	Supply
	ELECTRABEL - M&S Belgium
	ELECTRABEL Corporate HQ Benelux
	N-ALLO
	SENEC
	Cozie NV
	Thermal
	ELECTRABEL - GEN [Mgt view]
	ENGIE EBL SA - EMS
	ENGIE EBL SA - Transversal BU GEN
Czech Republic	
	Energy Solutions
	TRACTEBEL ENGINEERING a.s. (CZ)
France	
	Energy Solutions
	Airport and logistics Services (Cofely)
	Axone
	CHEVALIER Entreprise
	CIEC
	CPCU
	Dargent thermique
	Engie ES SA - Cofely Reseaux Etablissement
	Engie ES SA - Cofely Services Etablissement
	ENGIE Impact France
	ESEIS GEDOC
	GDF Distribution hors Gaz Naturel
	GEPSA
	GEPSA Institut

GNVERT SAS

Inter Energies

Perigord Energies

SAEM

SCD Chambéry

SECIP

SERT

SIRADEL

SODC

Soven

Ssinergie

TRACTEBEL ENGINEERING France (FR)

MAJORELLE

TECHNYS'M

Fraicheur de Paris

ENGIE SA - NewCorp - Energy Solutions

GEMS

CERTINERGY

ENGIE Global Markets France

Entreprises & Collectivités

Engie SA - Gas Supply & Asset Mgt

Networks

ELENGY

ENGIE Bioz

ENGIE Bioz Services

GRDF

GRTgaz

STORENGY

Storengy SAS

ENGIE SA - NewCorp - Networks

Other

Engie ES SA - Corp BU Europe NSC
ENGIE Information et Technologies S.A.
ENGIE MANAGEMENT COMPANY S.N.C.
ENGIE SA - Corporate
ENGIE SA - GBS
ENGIE GBS Solutions
ENGIE Digital
Engie Corporate Recherche et Innovation

Renewables

CNR
Corp BU Enr
Engie Green
SAS ETS BEGUERIE
SHEM
Engie Renouvelables SAS
ENGIE SA - NewCorp - Renewables

Supply

B2C France Corporate
BESUGA
CIEPIELA ET BERTRANUC SAS
Direction des Tarifs Réglementés
Districhauffe
EGSM
Elec Gaz Service
ENGIE Home Performance S.A.S.
Engie Home Services
GAZ 42
GAZ DEPANNAGE
Gaz Régulation

	H. Saint Paul
	LAURENTIN
	MESDEPANNEURS
	SA MAUMON & MAUMON
	SARL CMD
	SAS ANDRIEUX & MAUMON
	SOMME GAZ DEPANNAGE ENTRETIEN S.G.D.E
	Techno-gaz Maintenance SAS
	Teksial
	Direction Grand Public
	Direction Clients Professionnels
	DGTOS
	ACTIF CHAUFFAGE DEPANNAGE (ACD)
	ENGIE MY POWER S.A.S
	Gaz de Gironde
	Thermal
	ENGIE Thermique France
	Generation Corporate
	TOTAL TRACTEBEL EMIRATES OM
	ENGIE SA - NewCorp - Thermal
Germany	
	Energy Solutions
	ENGIE Deutschland AG - CORP
	ENGIE Deutschland GmbH
	ENGIE Refrigeration GmbH
	H.G.S. GmbH
	Lahmeyer Deutschland GmbH
	OVERDICK
	Tractebel DOC GmbH

	Tractebel Engineering GmbH
	ENGIE Impact GmbH
	Otto Building Technologies GmbH
	Tractebel GWK GmbH - locally employed
	Tractebel Hydroprojekt GmbH
	Tractebel Engineering GmbH - locally employed
	Tractebel GWK GmbH
	GEMS
	ENGIE Deutschland AG - EMT
	Networks
	GRTgaz Deutschland GmbH
	Storengy Deutschland GmbH
	Renewables
	ENGIE Erneuerbare GmbH
	Supply
	Engie Mobisol GmbH
	Thermal
	ENGIE Generation Management GmbH
Italy	
	Energy Solutions
	Autec Service Srl
	Conversion & Lighting S.p.A.
	ENGIE PROGRAM S.R.L.
	Engie Servizi Spa
	Polo Sanitario Sardegna
	S.C.T. GROUP S.R.L.
	TRACTEBEL ENGINEERING s.p.a. (IT)
	Engie Reti Calore Srl
	TELCHA

	GEMS
	ENGIE ITALIA S.p.A. - EMT
	Renewables
	Longano Eolica Spa
	Supply
	ENGIE ITALIA S.p.A. - CORP
	Thermal
	ENGIE PRODUZIONE S.P.A.
Luxembourg	
	Other
	ENGIE INVEST INTERNATIONAL
	ENGIE TREASURY MANAGEMENT
Netherlands	
	Energy Solutions
	EV Box
	GEMS
	ENGIE Energie Nederland N.V. - EMT
	Networks
	Biogas Plus Systems
	Renewables
	ENGIE Energie Nederland N.V. - RES
	Supply
	ENGIE Energie Nederland N.V. - CORP
	Thermal
	ENGIE Energie Nederland N.V. - GEN GAS
	ENGIE Energie Nederland N.V. – EMS
	ENGIE Energie Nederland N.V. – GEN TRANSVERSAL
Poland	

	Energy Solutions
	ENGIE EC serwis Sp. z o.o.
	ENGIE EC Slupsk Sp. z o.o.
	ENGIE Elektromontaż Sp. z o.o.
	ENGIE Services Sp. z o. o.
	ENGIE Złotów Sp. z o.o.
	ENGIE SAR
	GEMS
	Engie Zielona Energia(GEMS)
	Renewables
	ENGIE ZIELONA ENERGIA sp. z o.o.
Portugal	
	Energy Solutions
	Arclasse - Serviço total de climatização, S.A.
	Climaespaco
	ENGIE HEMERA
	GDF SUEZ ENERGIA E SERVICIOS Portugal S.A.
	GMFM Multiserviços e Facility Management Unipessoal Lda
	Renewables
	ENGIE – Hidroelétricas do Douro, Lda.
Romania	
	Energy Solutions
	TRACTEBEL ENGINEERING S.A. (RO)
	ENGIE Building Solutions
	GEMS
	ENGIE Romania - EMT [Mgt view]
	Networks

	DEPOMURES
	Distrigaz Sud Retele
	Other
	ENGIE Romania - Holding NewCorp
	Renewables
	ENGIE Romania - RES [Mgt view]
	Supply
	ENGIE Romania - Supply
Slovakia	
	Energy Solutions
	Energy Distribution
	ENGIE SERVICES a.s.
	KPT, a. s.
	PRVA RUZINOVSKA as
	RACIANSKA TEPLARENSKA as
	SKAL & CO, spol. s r.o.
	Službyt, spol. s r.o.
	Tepelné hospodárstvo Moldava, a.s.
	TERMMING, a.s.
Spain	
	Energy Solutions
	COFELY ESPAÑA
	ENGIE ESPANA - CORP
	GEMS
	ENGIE ESPANA - EMT
	Renewables
	Electrometalurgica del Ebro SL (BEE)
	Thermal

ENGIE CARTAGENA

Switzerland

Supply

TIKO Energy Solutions AG

Turkey

Energy Solutions

Tractebel Hidro Dizayn Mühendislik A.Ş.

United Kingdom

Energy Solutions

RED = RED Engineering Design Limited

ENGIE International FM Ltd

GEMS

ENGIE Power Ltd

Networks

Storengy UK Ltd

Other

BU UK Corporate Costs

IPM Energy Ltd

Renewables

ENGIE Renewables Limited

Thermal

First Hydro Company