



Technip Energies N.V.

(a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands, with its seat in Amsterdam, the Netherlands)

EUR500,000,000

4.000 per cent. Notes due 10 June 2033

Issue Price: 99.712 per cent.

This document (including the documents incorporated by reference) constitutes a prospectus (the "**Prospectus**") for the purposes of Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**"), in respect of, and for the purposes of giving information with regard to, Technip Energies N.V. ("**Technip Energies**", the "**Issuer**" or the "**Company**") and the Issuer and its subsidiaries within the meaning of article 2:24b of the Dutch Civil Code (each a "**Subsidiary**" and together with the Issuer, the "**Group**") and the EUR500,000,000 4.000 per cent. Notes due 10 June 2033 (the "**Notes**") which, according to the particular nature of the Issuer, the Group and the Notes, is material to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer and the Group, the rights attached to the Notes and the reasons for the issuance and its impact on the Issuer.

The Notes will be issued in an initial aggregate principal amount of EUR500,000,000 by the Issuer on 10 June 2026 (the "**Issue Date**"). Interest on the Notes accrues from the Issue Date and is payable annually in arrear on 10 June in each year commencing on 10 June 2027 as further described under "**Terms and Conditions of the Notes – Interest**". Payments on the Notes will be made without deduction for or on account of taxes of the Relevant Taxing Jurisdiction (as defined hereinafter) to the extent described under "**Terms and Conditions of the Notes – Taxation**". The Notes mature on 10 June 2033 but may be redeemed in whole, but not in part, at the option of the Issuer upon the occurrence of a Withholding Tax Event (as defined and described in "**Terms and Conditions of the Notes – Redemption and Purchase**") at their principal amount together with interest accrued to the date fixed for redemption.

On the occurrence of a Change of Control Put Event (as defined herein), each holder of Notes (each a "**Noteholder**" or "**Holder**") will have the right to request the Issuer to redeem or purchase (or procure the purchase of) all or part of its Notes at their principal amount together with accrued interest (or, in the case of purchase, an amount equal to accrued interest) to the date fixed for redemption or purchase. The Issuer may, at its option, on giving not less than 15 nor more than 30 calendar days' notice to the Noteholders, at any time and from time to time redeem the Notes in whole or in part prior to the Maturity Date at the Make-Whole Redemption Amount (as defined herein) in accordance with the provisions set out in "**Terms and Conditions of the Notes – Make-Whole Redemption by the Issuer**". Furthermore, the Issuer may, at its option, on giving not less than 15 nor more than 30 calendar days' notice to the Noteholders, redeem the Notes in whole but not in part: (i) in accordance with the provisions set out in "**Terms and Conditions of the Notes – Redemption in the case of Minimal Outstanding Amount**" or (ii) at any time as from and including the date falling three months prior to but excluding the Maturity Date in accordance with the provisions set out in "**Terms and Conditions of the Notes – Residual Maturity Call Option**", in each case, at their principal amount together with interest accrued to, but excluding, the date fixed for redemption.

The Notes will constitute direct, unsecured and unsubordinated obligations of the Issuer. See "**Terms and Conditions of the Notes – Status**".

Application has been made to the *Autorité des marchés financiers* (the "**AMF**") in its capacity as competent authority in France pursuant to the Prospectus Regulation. The AMF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of either the Issuer or the quality of the Notes that are the subject of this Prospectus and investors should make their own assessment as to the suitability of investing in the Notes.

Application has also been made to the regulated market of Euronext in Paris ("**Euronext Paris**") for the Notes to be admitted to trading on Euronext Paris. Euronext Paris is a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments, as amended. Such admission to trading is expected to occur as of the Issue Date.

This Prospectus will be valid until the date of admission of the Notes to trading on Euronext Paris and shall, during this period and in accordance with the provisions of Article 23 of the Prospectus Regulation, be completed by a supplement to the Prospectus in the event of significant new factors, material mistakes or material inaccuracies. The obligation to supplement the Prospectus in the event of significant new factors, material mistakes or material inaccuracies will not apply when the Prospectus is no longer valid.

The denominations of the Notes are EUR100,000 and integral multiples of EUR1,000 in excess thereof, up to and including EUR199,000.

The Notes are issued in bearer form and will initially be represented by a temporary Global Note (the "**Temporary Global Note**"), without interest coupons, which will be deposited with a common safekeeper for Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") and Euroclear SA/NV ("**Euroclear**") on or around the Issue Date. The Temporary Global Note will be exchangeable, in whole or in part, for interests in a permanent global note (the "**Permanent Global Note**"), without interest coupons, not earlier than 40 days after the Issue Date, upon certification as to non-U.S. beneficial ownership. The Permanent Global Note will be exchangeable, in whole but not in part, for definitive Notes in bearer form (the "**Definitive Notes**"), with coupons attached in certain limited circumstances. No Definitive Notes will be issued with a denomination above EUR199,000. See "**Summary of Provisions relating to the Notes while in Global Form**".

The Issuer has been assigned a long-term issuer credit rating of BBB with a stable outlook by S&P Global Ratings ("**S&P**"). The Notes have been assigned a rating of BBB by S&P. S&P is established in the European Union, registered under Regulation (EC) No. 1060/2009 on credit rating agencies, as amended (the "**CRA Regulation**") and included in the list of registered credit rating agencies published by the European Securities and Markets Authority on its website (<https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) in accordance with the CRA Regulation. The ratings S&P has given to the Issuer's long-term credit and the Notes are endorsed by S&P Global Ratings UK Limited, which is established in the United Kingdom and registered under the CRA Regulation as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 as of the date of this Prospectus. According to S&P's rating scale, an obligor rated "BBB" has adequate capacity to meet its financial commitments. However, adverse economic conditions or changing circumstances are more likely to weaken the obligor's capacity to meet its financial commitments. The addition of a plus (+) or minus (-) sign shows relative standing within the rating category. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency. A revision, suspension, reduction or withdrawal of the rating may adversely affect the market price of the Notes.

This Prospectus is available on the websites of the AMF (www.amf-france.org) and of the Issuer (www.ten.com). All documents incorporated by reference in this Prospectus are available on the website of the Issuer (www.ten.com).

An investment in the Notes involves certain risks. Prospective purchasers of the Notes should ensure that they understand the nature of the Notes and the extent of their exposure to risks and that they consider the suitability of the Notes as an investment in the light of their own circumstances and financial condition. For a discussion of these risks, see "Risk Factors" below.

Global Coordinators and Joint Lead Managers

Crédit Agricole CIB

HSBC

Active Bookrunners

BNP PARIBAS
Société Générale Corporate & Investment Banking

Deutsche Bank
Standard Chartered Bank AG

Passive Bookrunners

BBVA

J.P. Morgan

CIC Corporate & Institutional Banking

IMPORTANT NOTICE

This Prospectus constitutes a prospectus for the purposes of Article 6 of the Prospectus Regulation, and has been prepared for the purpose of giving information with regard to the Issuer and the Issuer and its subsidiaries within the meaning of article 2:24b of the Dutch Civil Code (each a "**Subsidiary**" and together with the Issuer, the "**Group**") and the Notes which is material to an investor for making an informed assessment of the assets and liabilities, profits and losses, and the financial position and prospects of the Issuer, of the rights attached to the Notes, and the reasons for the issuance and its impact on the Issuer.

This Prospectus is to be read in conjunction with all the documents which are incorporated herein by reference.

This Prospectus does not constitute an offer of, an invitation or a recommendation by or on behalf of the Issuer or the Joint Lead Managers (as defined in section "*Restrictions on the transferability of the Notes*" below) to subscribe or purchase, any of the Notes. The distribution of this Prospectus and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Joint Lead Managers to inform themselves about and to observe any such restrictions. The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States. The Notes may not be offered or sold within the United States or to, or for the account of, U.S. persons (all as defined in Regulation S under the Securities Act ("**Regulation S**")), except pursuant to an exemption from, or in a transaction not subject to the registration requirements of the Securities Act. For a description of certain restrictions on offers and sales of Notes and on distribution of this Prospectus, see section "*Restrictions on the transferability of the Notes*".

No person is authorised to give any information or to make any representation not contained in this Prospectus and any information or representation not so contained must not be relied upon as having been authorised by or on behalf of the Issuer or the Joint Lead Managers. Neither the delivery of this Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that the information contained in it or any other information supplied in connection with the Notes is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

To the extent permitted by law, each of the Joint Lead Managers accepts no responsibility whatsoever for the content of this Prospectus or for any other statement in connection with the Issuer or the Group.

The Joint Lead Managers have not separately verified the information or representations contained or incorporated by reference in this Prospectus in connection with the Issuer or the Group. None of the Joint Lead Managers makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information or representations in this Prospectus in connection with the Issuer or the Group. Neither this Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer and the Joint Lead Managers that any recipient of this Prospectus or any other financial statements should purchase the Notes. None of the Joint Lead Managers acts as a fiduciary to any investor or potential investor in the Notes. In making an investment decision regarding the Notes, prospective investors must rely on their own independent investigation and appraisal of the Issuer, its business and the terms of the offering, including the merits and risks involved and the Joint Lead Managers shall have no responsibility or liability (whether fiduciary, in tort or otherwise) to any investor or prospective investor in the Notes with respect thereto.

Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Joint Lead Managers has reviewed or undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Joint Lead Managers.

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy the Notes in any jurisdiction or to any person to whom it is unlawful to make an offer or solicitation in such jurisdiction.

The distribution of this Prospectus and the offering, sale and delivery of Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer, the Joint Lead Managers and any of their respective affiliates to inform themselves about and to observe any such restrictions. In particular, there are restrictions on the distribution of this Prospectus and the offer and sale of the Notes in the United States, the European Economic Area, the United Kingdom, France, Republic of Italy, Singapore and Japan.

Neither the delivery of this Prospectus nor the offering, sale or delivery of any Notes shall, in any circumstances, create any implication that the information contained in this Prospectus is true subsequent to the date upon which this Prospectus has been published or most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or, as the case may be, the date upon which this Prospectus has been most recently amended or supplemented or the balance sheet date of the most recent financial statements which are deemed to be incorporated into this Prospectus by reference is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

EU PRIIPS REGULATION / PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or both) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); or (ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014, as amended (the "EU PRIIPS Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPS Regulation.

CCI REGULATIONS IMPORTANT / PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom ("UK"). For these purposes, a retail investor means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014, as amended, as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA"); or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook (the "DISC") for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling, distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes, taking into account the five categories referred to in item 19 of the Guidelines on MiFID II product governance requirements published by ESMA dated 3 August 2023, has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "Distributor") should take into consideration the manufacturers' target market assessment; however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("COBS"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA ("UK MIFIR"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturers' target

market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time – The Notes shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Canada - The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws. Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

In this Prospectus, unless otherwise specified, references to a "**Member State**" are references to a Member State of the European Economic Area, references to "**EUR**" or "**euro**" or "**€**" are to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended.

IMPORTANT CONSIDERATIONS

The Notes are complex financial instruments which may not be a suitable investment for all investors.

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some potential investors are subject to restricting investment regulations. These potential investors are strongly advised to consult their legal counsel in order to comply with the laws and regulations that are applicable to it including those detailed in this Prospectus and in order to determine whether investment in the Notes is authorised by law, whether such investment is compatible with their other borrowings and whether other selling restrictions are applicable to them.

Considerations on the way Global Notes are held and the impacts on transfer, payment and communication with the Issuer

The Notes will be represented by the Global Notes except in certain limited circumstances described in the Permanent Global Note. The Global Notes will be deposited with a common safekeeper for Clearstream, Luxembourg and Euroclear. Except in certain limited circumstances described in the Permanent Global Note, investors will not be entitled to receive Definitive Notes. Clearstream, Luxembourg and Euroclear will maintain records of the beneficial interests in the Global Notes. While the Notes are represented by the Global Notes, investors will be able to trade their beneficial interests only through Clearstream, Luxembourg and Euroclear.

The Issuer will discharge its payment obligations under the Notes by making payments to or to the order of the common safekeeper for Clearstream, Luxembourg and Euroclear for distribution to their account holders. A Holder of a beneficial interest in a Global Note must rely on the procedures of Clearstream, Luxembourg and Euroclear to receive payments under the Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes.

Holders of beneficial interests in the Global Notes will not have a direct right to vote in respect of the Notes. Instead, such Holders will be permitted to act only to the extent that they are enabled by Clearstream, Luxembourg and Euroclear to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Notes will not have a direct right under the Global Notes to take enforcement action against the Issuer in the event of a default under the Notes but will have to rely upon their rights under the Deed of Covenant.

Considerations relating to English law

The Terms and Conditions of the Notes are based on English law in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Prospectus.

Considerations for investors relating to the credit rating of the Notes

The Notes have been assigned a rating of BBB by S&P. The rating assigned to the Notes by the rating agency is based on the Issuer's financial situation, but takes into account other relevant structural features of the transaction, including, *inter alia*, the terms of the Notes, and reflects only the views of the rating agency. The rating may not reflect the potential impact of all risks related to structure, market, additional factors discussed in this paragraph, and other factors that may affect the value of the Notes. The rating addresses the likelihood of full and timely payment to the Noteholders of all payments of interest on each interest payment date and repayment of principal on the final payment date. There is no assurance that the rating will continue for any period of time or that it will not be reviewed, revised, suspended or withdrawn entirely by the rating agency as a result of changes in or unavailability of information or if, in the rating agency's judgement, circumstances so warrant. A credit rating is not a recommendation to buy, sell or hold securities. Any adverse change in credit rating of the Notes could adversely affect the trading price for the Notes.

Considerations on taxation

Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or documentary charges or duties in accordance with the laws and practices of the jurisdiction where the Notes are issued or disposed of or other jurisdictions (including as a result of change in law). Potential investors are advised to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, sale and redemption of the Notes.

Technip Energies N.V. is incorporated in the Netherlands, with its place of effective management located in France. In accordance with the France–Netherlands Double Tax Treaty, the Issuer is regarded as a French tax resident, a treatment that has been formally confirmed in an agreement with the Dutch tax authorities. As a result, interest on the Notes would be treated as French-source interest, which under current French tax law is not generally subject to French withholding tax when paid to non-French residents. Noteholders should note that neither France nor the Netherlands currently require tax withholding with regard to interest payments, except, potentially, Dutch conditional withholding tax in circumstances where a Noteholder is related to the Issuer within the meaning of the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*)

(parties are generally related where one party has direct or indirect ownership of shares representing more than 50% of the votes of the other party, allowing it to determine the other party's activities). Additionally, please refer to Condition 7 of the Terms and Conditions of the Notes which provides for a gross-up payment by the Issuer should a Relevant Taxing Jurisdiction impose withholding payments following a change in law.

Stabilisation

In connection with the issue of the Notes, Crédit Agricole Corporate and Investment Bank (the "**Stabilisation Manager**") (or any person acting on behalf of the Stabilisation Manager) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 calendar days after the Issue Date and 60 calendar days after the date of the allotment of the Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager (or any person acting on behalf of the Stabilisation Manager) in accordance with all applicable laws and regulations.

The Issuer confirms the appointment of the Stabilisation Manager as the central point responsible for adequate public disclosure of information, and handling any request from a competent authority, in accordance with Article 6(5) of Commission Delegated Regulation (EU) 2016/1052 of 8 March 2016 with regard to regulatory technical standards for the conditions applicable to buy-back programmes and stabilisation measures.

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RISK FACTORS

The following are the risk factors in relation to the offering of the Notes of which prospective investors should be aware.

*The occurrence of any of the 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 the Issuer together with its subsidiaries within the meaning of article 2:24b of the Dutch Civil Code (each a "**Subsidiary**", and together with the Issuer, the "**Group**"). In that event, the value of the Notes could decline, and an investor might lose part or all of its investment.*

All of these risk factors are contingencies, which may or may not occur. The Group may face a number of these risks described below simultaneously, and one or more risks described below may be interdependent. In each category below, the most material risk factors are listed below in a manner that is consistent with the Issuer's assessment of the expected magnitude of their negative impact and the probability of their occurrence.

The risk factors are based on assumptions that could turn out to be incorrect. Furthermore, although the Issuer believes that the risks described below are the material risks concerning the Group's business and the Notes, they are not the only risks relating to the Group and the Notes. Other risks, facts or circumstances not presently known to the Group, or that the Group currently deems to be immaterial, could, individually or cumulatively, prove to be important and could have a material adverse effect on the Group's business, results of operations, financial condition and prospects. The value of the Notes could decline as a result of the occurrence of any such risks, facts or circumstances, or as a result of the circumstances described in these risk factors, and investors could lose part or all of their investment.

Prospective investors should carefully read the entire Prospectus and should reach their own views before making an investment decision with respect to the Notes. Furthermore, before making an investment decision with respect to the Notes, prospective investors should consult their own advisers, and carefully review the risks associated with an investment in the Notes and consider such an investment decision in light of their personal circumstances.

The terms defined in "Terms and Conditions of the Notes" shall have the same meaning where used below.

Risks Factors related to the Issuer and the Group

The risk factors relating to the Issuer and its activity are set out on pages 208 to 223 of the 2025 Annual Report incorporated by reference into this Prospectus, as set out in the section "*Documents Incorporated by Reference*" of this Prospectus.

Risks Factors related to the Notes

A. Risks for the Noteholders as creditors of the Issuer

Credit Risk

An investment in the Notes involves taking credit risk on the Issuer. Since the Notes are unsecured obligations of the Issuer, benefiting from no direct recourse to any assets or guarantees, as contemplated in Condition 2 (*Status*), the Noteholders can only rely on the ability of the Issuer to pay any amount due under the Notes. Noteholders are exposed to a higher credit risk than creditors benefiting from security interests from the Issuer. The value of the Notes will depend on the creditworthiness of the Issuer (as may be impacted by the risks related to the Issuer and the Group as described above). The Issuer has been assigned a long-term issuer credit rating of BBB with a stable outlook by S&P. A withdrawal of, or a reduction in, the rating accorded to the Issuer could materially and adversely affect the market value of the Notes and it could have potentially very serious repercussions on the Noteholders because: (i) the Issuer may not be able to fulfil all or part of its payment obligations under the Notes, (ii) the value of the Notes may decrease, and (iii) investors may lose all or part of their investment.

The Notes are not protected by restrictive covenants and do not prevent the Issuer from incurring additional indebtedness including indebtedness that would rank equally with, or benefit from security and therefore rank prior to, the Notes

The Terms and Conditions of the Notes contain a negative pledge provision (Condition 3 (*Negative Pledge*)) that prohibits the Issuer in certain circumstances from creating security over assets but only to the extent that such is used to secure other Notes or similar debt instruments which are listed or capable of being listed. The Terms and Conditions of the Notes do not contain any other covenants restricting the operations of the Issuer.

Subject to this negative pledge, the Issuer may incur significant additional debt that could be considered to rank equally with, or if such debt benefits from security, rank prior to, the Notes. Accordingly, if the Issuer incurs significant additional debt ranking *pari passu* with the Notes, it will increase the number of claims that would be entitled to share rateably with the Noteholders in any proceeds distributed in connection with an insolvency, bankruptcy or similar proceeding.

If the Issuer's financial condition were to deteriorate, the Noteholders could suffer direct and materially adverse consequences, including loss of interest and, if the Issuer were liquidated (whether voluntarily or not), the Noteholders could suffer the loss of their entire investment.

Insolvency laws

In the event that the Issuer becomes insolvent, insolvency proceedings may be opened in the jurisdiction where the Issuer has its centre of main interests within the meaning of the Regulation (EU) No. 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (the "**EU Insolvency Regulation**"). As the Issuer is incorporated in The Netherlands and has its registered office in France, there is uncertainty as to which courts would have jurisdiction to open such insolvency proceedings and where the main insolvency proceedings in respect of the Issuer would likely be initiated, while secondary proceedings could be initiated in one or more EU jurisdictions (with the exception of Denmark) in which the Issuer has an establishment.

Under French insolvency law, the EU Insolvency Regulation was transposed into French law by the Ordonnance 2021-1193 dated 15 September 2021 (the "**2021 Ordonnance**"). Such 2021 Ordonnance amended French insolvency laws in particular with regard to the process of adoption of restructuring plans under insolvency proceedings. According to the 2021 Ordonnance, "affected parties" (including creditors, and therefore the Noteholders) shall be treated in separate classes which reflect certain class formation criteria for the purpose of adopting a restructuring plan. Classes shall be formed in such a way that each class comprises claims or interests with rights that reflect a sufficient commonality of economic interest based on verifiable criteria. Noteholders will no longer deliberate on the proposed restructuring plan in a separate assembly, meaning that they will no longer benefit from a specific veto power on this plan. Instead, as any other affected parties, the Noteholders will be grouped into one or several classes (with potentially other types of creditors) and their dissenting vote may be overridden by a cross-class cram down. This limitation could have a material adverse effect on the ability of the Noteholders to recover their investments in the Notes.

The decision of each class is taken by a two-third (2/3rd) majority of the voting rights of the participating members, no quorum being required. If the restructuring plan is not approved by all classes of affected parties, it can still be ratified by the court at the request of the Issuer or the receiver with the Issuer's consent and be imposed on dissenting classes through a cross-class cram down, under certain conditions.

The commencement of any insolvency proceedings against the Issuer would have a material adverse effect on the market value of the Notes. Any decisions taken by the assembly or a class of affected parties, as the case may be, could negatively and significantly impact the Noteholders and cause them to lose all or part of their investment, should they not be able to recover all or part of the amounts due to them from the Issuer.

Dutch insolvency laws differ from insolvency proceedings in France and may make it more difficult for holders of the Notes to effect a restructuring to recover the amount they would have recovered in a liquidation or bankruptcy proceeding in France. There are three primary insolvency regimes under Dutch law in relation to corporations: suspension of payments, bankruptcy and the WHOA (as defined below). A general description of the risks associated with each regime is set forth below:

Suspension of payments and bankruptcy proceedings.

Under a suspension of payments (*surseance van betaling*), which is intended to facilitate reorganisation and enable the debtor to continue as a going concern, unsecured and non-preferential creditors (including subordinated creditors) cannot recover claims existing at commencement, whilst secured creditors and, subject to certain limitations, preferential creditors may still enforce their claims. Under bankruptcy (*faillissement*), which is primarily designed to liquidate the debtor's assets and distribute proceeds to creditors, secured or preferential creditors have special rights that may adversely affect Holders' interests, and secured creditors may enforce security rights as if no bankruptcy exists, potentially resulting in asset sales below going concern value and reduced Holder recovery. In practice, depending on the amount of secured and preferential creditors, there is often little or no funds available in the bankruptcy estate for the payment of unsecured or non-preferential creditors. Additionally, in bankruptcy proceedings, as a general rule, in order to obtain payment on unsecured and non-preferential claims, such claims need to be submitted to the liquidator for recognition. Creditors whose claims are disputed will be referred to separate court proceedings, which could result in Holders receiving less than the principal amount of their Notes or Coupons and could cause payment delays. In addition, in both suspension of payments and bankruptcy proceedings, the debtor may propose a composition plan to creditors which will be binding on all unsecured and non-preferential creditors, irrespective of whether they voted in favour or against it or whether they were represented at the creditors' meeting at which voting takes place, if (i) it is approved by a simple majority of recognized creditors representing at least 50 per cent. of the amount of recognized claims and (ii) it is subsequently ratified by the court. Consequently, Holders could be bound by a composition that they did not approve or vote upon, which could preclude or inhibit the ability to effect a restructuring and could result in a partial or total loss of the principal amount of their Notes and/or any interest amounts thereon, and materially adversely affect the recovery prospects of the Holders.

The WHOA

Since 1 January 2021, the Act on Court Confirmation of Extrajudicial Restructuring Plans (the "WHOA") introduced a framework allowing debtors to restructure their debts outside of formal insolvency proceedings. Under the WHOA, a debtor may offer its creditors a composition plan which entails changes to the rights of its creditors, including a partial write-off of claims, conversion of debt into equity, or elongated payment terms. Voting on a composition plan is done in classes and there is the possibility for a composition plan to be binding on a non-consenting class (known as cross class cramdown). The court will ratify a composition plan if at least one class of creditors (other than a class of shareholders) that can be expected to receive a distribution in case of a bankruptcy approves the plan, unless there is a statutory ground for refusal. As a result, Holders' claims against the Issuer could be compromised as a result of a composition and, as such, the rights of the Holders could be affected without their consent.

Risk related to the enforcement of English law judgments

The Notes are governed by English law and subject to the jurisdiction of the English courts. The recognition and enforcement in France or in the Netherlands of an English court judgement against the Issuer is subject to the commencement of a procedure (*exequatur*), such proceedings may be time-consuming, costly and subject to uncertainty, as the French or Dutch courts may refuse to recognise or enforce an English court judgment on various grounds, which may limit the ability of the Noteholders to enforce their rights under the Notes.

B. Risks related to the market generally

The secondary market generally

Application has been made for the Notes to be admitted to trading on Euronext Paris as from the Issue Date. The Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Notes in the secondary market in which case the market or trading price and liquidity may be adversely affected or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market.

The degree of liquidity of the Notes may negatively impact the price at which an investor can dispose of the Notes where the investor is seeking to achieve a sale within a short timeframe. In such circumstances, the impact of this risk on the Noteholder would be high because the Notes would likely have to be resold

at a discount to the nominal value of the Notes. Furthermore, if additional and competing products are introduced in the markets, this may adversely affect the market value of the Notes in a significant manner.

Market value of the Notes

The Notes have been assigned a rating of BBB by S&P and the Issuer's long-term senior unsecured debt is rated BBB (stable outlook) by S&P. The market value of the Notes depends on a number of interrelated factors, including the creditworthiness of the Issuer, economic, financial and political events in France, in The Netherlands or elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Notes are traded.

If any rating assigned to the Notes and/or to the Issuer is revised, lowered, suspended, withdrawn, put on creditwatch or not maintained by the Issuer, this may adversely affect the market value of the Notes. Further, independent credit rating agencies may assign unsolicited ratings to the Notes. If non-solicited ratings are assigned, it is possible that such ratings might differ from, or be lower than, the ratings sought by the Issuer which may also adversely affect the market value of the Notes.

The price at which a Noteholder will be able to sell such Notes prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such purchaser. Accordingly, all or part of the capital invested by the Noteholder may be lost upon any disposal of the Notes, so that the Noteholder in such case would receive significantly less than the total amount of capital invested.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes in Euro. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than Euro. These include the risk that exchange rates may change significantly (including changes due to devaluation of Euro or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Euro would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency-equivalent value of the principal payable on the Notes and (iii) the Investor's Currency-equivalent market value of the Notes, all of which could have an adverse effect on the return on the investment of the Noteholders.

C. Risks related to the commercial terms of the Notes, including interest rate and early redemption

Interest Rate Risk

As further detailed in Condition 4, the Notes bear interest at a fixed rate of 4.000 per cent. per annum, from and including 10 June 2026 to, but excluding, the Maturity Date and payable annually in arrear on 10 June in each year.

Investment in instruments like the Notes which bear interest at a fixed rate involves the risk that subsequent changes in market interest rates may adversely affect the value and yield of the Notes and Noteholders may receive a lower return on the Notes than anticipated at the time of the issue. In particular, a Noteholder that receives interest at a fixed rate is exposed to the risk that the market value of such Note could fall as a result of changes in the market interest rate. While the nominal interest rate of the fixed rate Notes is fixed during the term of such Note, the current interest rate on the capital markets ("market interest rate") typically varies on a daily basis. As the market interest rate changes, the market value of the fixed rate Notes would typically change in the opposite direction. If the market interest rate increases, the market value of the fixed rate Notes would typically fall, until the yield of such Notes is approximately equal to the market interest rate. If the market interest rate falls, the market value of the Notes would typically increase, until the yield of such Notes is approximately equal to the market interest rate. Movements of the market interest rate may adversely affect the price of the Notes and can lead to losses for the Noteholders if they sell Notes during the period in which the market interest rate exceeds the fixed rate of the Notes.

Modification and waivers

Condition 11 (*Meetings of Noteholders, Modification, Waiver and Substitution*) contains provisions for calling meetings (including by way of conference call or by use of a videoconference platform) of Holders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Holders including Holders who did not attend and vote at the relevant meeting and Noteholders who

voted in a manner contrary to the majority. If a decision were adopted by a majority of Noteholders and such modifications were to impair or limit the rights of the Noteholders, this might have an adverse impact on the market value of the Notes and Noteholders might lose part of their investment.

Substitution of the Issuer

Condition 11 (Meetings of Noteholders, Modification, Waiver and Substitution) provides that the Issuer may at any time, without the consent of the Noteholders, substitute for itself as principal debtor under the Notes and the Coupons any Subsidiary or Affiliate of the Issuer. Whilst the Substitute will, by means of a deed poll, agree to indemnify and hold harmless each Noteholder against any tax, duty, assessment or governmental charge imposed as a result of such substitution, and the obligations of the Substitute under the Notes and the Coupons will be unconditionally and irrevocably guaranteed by Technip Energies N.V., Noteholders will not have the right to object to such substitution. Any such substitution may have an adverse effect on the market value of the Notes.

Change of control – Put option

In the event of a Change of Control of the Issuer (as defined in Condition 5(c)) in conjunction with a rating downgrade, each Noteholder will have the right to request that the Issuer redeem or purchase (or procure purchase of) all or part of its Notes at their principal amount, together with any accrued interest thereon (or, in the case of purchase, an amount equal to such accrued interest). Since the Issuer has the option to procure the purchase of such Notes instead of redeeming them, if the Issuer has to redeem the Notes, this could affect the Issuer's liquidity and have a negative impact on the Issuer's financial outlook as the amounts outstanding under the Notes would become payable in advance of their intended maturity date. In addition, depending on the number of Notes in respect of which the Noteholders exercise the Put Option, any trading market in respect of Notes that remain outstanding in respect of which the Put Option is not exercised may become illiquid.

All of the above may impact the returns which Noteholders may have expected to receive in subscribing the Notes and could have a material adverse impact on the Noteholders. Noteholders that choose not to exercise their put option may not be able to trade their Notes on the market and may need to hold their Notes until maturity in order to realise their investment.

In such case, any trading market in respect of those Notes in respect of which such redemption right is not exercised may become illiquid. Investors may not be able to reinvest the moneys they receive upon such early redemption in securities with the same yield as the redeemed Notes.

Early redemption options exercisable by the Issuer: Make-whole or Minimal Outstanding Amount

The Issuer has the option to redeem all or any of the outstanding Notes at any time under a make-whole call option as provided in Condition 5(e). In the event that the Issuer chooses to redeem some only of the outstanding Notes under the make-whole call option described above, any trading market in respect of those Notes in respect of which such call option is not exercised may become illiquid.

The Issuer may redeem all but not some only of the Notes at their principal amount, together with any accrued interest thereon in the circumstances described in the call option for Redemption in the Case of Minimal Outstanding Amount as provided in Condition 5(d). The option provided under Condition 5(d) may be expected to be exercised when prevailing interest rates are relatively low.

The Issuer may also redeem the Notes at any time as from and including the date falling three months prior to but excluding the Maturity Date in whole (but not in part), at their principal amount together with interest accrued to, but excluding, the date fixed for redemption.

During a period when the Issuer may elect to redeem Notes, such Notes may feature a market value not above the price at which they can be redeemed.

Furthermore, the exercise of the Make-Whole Redemption by the Issuer may be subject to certain refinancing conditions referred to in the notice published by the Issuer in connection thereto, in which case the Notes will not be redeemed if some or all of such conditions are not satisfied. In the event that the redemption at the relevant Make-Whole Redemption Amount pursuant to Condition 5(e) does not occur as a result, the market price of the Notes may be adversely affected and fall below the expected Make-whole Redemption Amount.

**PERSONS RESPONSIBLE, THIRD PARTY INFORMATION, EXPERTS' REPORTS AND
COMPETENT AUTHORITY APPROVAL**

Paris, 8 June 2026

The Issuer hereby certifies that the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and makes no omission likely to affect its import.

Technip Energies N.V.
2126 boulevard de La Défense
Immeuble Origine
92000 Nanterre
France

Technip Energies N.V., duly represented by Bruno Vibert, Chief Financial Officer of the Issuer

signed in Nanterre

dated 8 June 2026



This Prospectus has been approved by the AMF, in its capacity as competent authority under Regulation (EU) 2017/1129. The AMF has approved this Prospectus after having verified that the information it contains is complete, coherent and comprehensible in accordance with Regulation (EU) 2017/1129.

This approval does not imply verification of the accuracy of this information by the AMF. This approval is not a favourable opinion on the Issuer and on the quality of the Notes described in this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

It is valid until the date of admission of the Notes to trading on Euronext Paris and shall, during this period and in accordance with the provisions of article 23 of the Regulation (EU) 2017/1129, be completed by a supplement to the Prospectus in the event of new material facts or substantial errors or inaccuracies. The Prospectus has been given the approval number 26-183 on 8 June 2026.

Information on experts' reports

PricewaterhouseCoopers Accountants N.V. is the independent auditor of the Issuer. PricewaterhouseCoopers Accountants N.V. has audited, and rendered unqualified auditor's reports on (i) the consolidated financial statements and the company financial statements of the Issuer as at 31 December 2025 and (ii) the consolidated financial statements and the company financial statements of the Issuer as at 31 December 2024. PricewaterhouseCoopers Accountants N.V. is an independent registered accounting firm (Dutch Chamber of Commerce 34180285). The address of PricewaterhouseCoopers Accountants N.V. is Fascinatio Boulevard 350, 3065 WB Rotterdam, The Netherlands. The auditor signing the independent auditor's reports on behalf of PricewaterhouseCoopers Accountants N.V. is a member of the Royal Netherlands Institute of Chartered Accountants (*Koninklijke Nederlandse Beroepsorganisatie van Accountants*).

Interest of natural and legal persons involved in the issue/offer

Save for any fees payable to the Joint Lead Managers as referred to in section "*Restrictions on the transferability of the Notes*" and save as disclosed in the section "*Use of Proceeds and Expenses of the*

Admission to Trading", as far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the issue.

Certain of the Joint Lead Managers (as defined in the section "*Restrictions on the transferability of the Notes*" of this Prospectus) and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Joint Lead Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. Certain of the Joint Lead Managers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Joint Lead Managers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities. The Joint Lead Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. For the purpose of this paragraph the term "affiliates" includes also parent companies.

Additional information

The Issuer has been assigned a long-term issuer credit rating of BBB with a stable outlook by S&P. The Notes have been assigned a rating of BBB by S&P.

S&P is established in the European Union, registered under the CRA Regulation and included in the list of registered credit rating agencies published by the European Securities and Markets Authority on its website (<https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) in accordance with the CRA Regulation. The ratings S&P has given to the Issuer's long-term credit and the Notes are endorsed by S&P Global Ratings UK Limited, which is established in the United Kingdom and registered under the CRA Regulation as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 as of the date of this Prospectus.

USE OF PROCEEDS AND EXPENSES OF THE ADMISSION TO TRADING

The net proceeds of the issue of the Notes, amounting to approximately EUR497,060,000, will be used by the Issuer for general corporate purposes.

The estimated costs for the admission to trading of the Notes are EUR11,240.

STRATEGY, PERFORMANCE AND BUSINESS ENVIRONMENT

The Legal Entity Identifier (LEI) of the Issuer is: 724500FLODI49NSCIP70.

There has been no significant change in the financial performance and/or financial position of the Group since 31 March 2026 and there has been no material adverse change in the prospects of the Issuer since 31 December 2025.

For more information on the Issuer's strategy, performance and business environment, please refer to Section 3 – Strategy, Performance and Business Environment of the cross-reference table set out in the section "*Documents Incorporated by Reference*" below.

TERMS AND CONDITIONS OF THE NOTES

The following are the terms and conditions in the form in which they will be endorsed on the Notes:

The issue of EUR500,000,000 4.000 per cent. Notes due 10 June 2033 (the "**Notes**") was authorized by the board of directors of the Issuer in a resolution adopted on 3 December 2025. An agency agreement dated 10 June 2026 (as amended from time to time, the "**Agency Agreement**") has been entered into in relation to the Notes between the Issuer and CACEIS Bank, Luxembourg Branch as principal paying agent and fiscal agent. A make-whole calculation agency agreement has been entered into between the Issuer and Aether Financial Services UK Limited as make-whole calculation agent (the "**Make-Whole Calculation Agent**") for the purpose of Condition 5(e). The fiscal agent and the paying agent for the time being (including any successor agents appointed from time to time in connection with the Notes) are referred to below respectively as the "**Fiscal Agent**" and the "**Paying Agent**" (which expression shall include the Fiscal Agent), together with the "**Make-Whole Calculation Agent**", the "**Agents**". The Agency Agreement includes the form of the Notes and the coupons relating to them (the "**Coupons**"). Copies of the Agency Agreement are available for inspection during normal business hours at the specified offices of the Paying Agent (specified below in accordance with Condition 6(e)). The holders of the Notes (the "**Noteholders**") and the holders of the Coupons (whether or not attached to the relevant Notes) (the "**Couponholders**") are deemed to have notice of all the provisions of the Agency Agreement applicable to them. References to "**Holders**" shall include both Noteholders and Couponholders.

References below to "**Conditions**" are, unless the context requires otherwise, to the numbered paragraphs below.

1. **Form, Denomination and Title**

- (a) *Form and denomination:* The Notes are serially numbered and in bearer form in the denominations of EUR100,000 and integral multiples of EUR1,000 in excess thereof, up to and including EUR199,000, each with Coupons attached on issue. No definitive Notes will be issued with a denomination above EUR199,000. Notes of one denomination may not be exchanged for Notes of any other denomination.
- (b) *Title:* Title to the Notes and Coupons passes by delivery. The Holders will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss) and no person will be liable for so treating the Holder.

2. **Status**

The Notes and Coupons constitute direct, general, unconditional, unsubordinated and (subject to Condition 3) unsecured obligations of the Issuer and rank and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Notes and the Coupons shall, save for such exceptions as may be provided by applicable legislation and subject to Condition 3, at all times rank at least equally with all its other present and future unsecured and unsubordinated obligations, save for such obligations which may be preferred by applicable law.

3. **Negative Pledge**

So long as any Note or Coupon remains outstanding (as defined below), the Issuer will not create, any mortgage, charge, pledge or other security interest, upon the whole or any part of its present or future assets ("**Security**") (except any Security granted in connection with Project Debt) to secure any Relevant Indebtedness of the Issuer or to secure any guarantee or indemnity assumed or granted by the Issuer in respect of any Relevant Indebtedness, without at the same time or prior thereto according to the Notes and the Coupons the same security as is created to secure any such Relevant Indebtedness, guarantee or indemnity or such other security as shall be approved by an Extraordinary Resolution of the Noteholders passed in accordance with the provisions for meetings of Noteholders set forth in Annex 3 of the Agency Agreement.

In these Conditions:

- (i) "**outstanding**" means, in relation to the Notes, all the Notes issued except (a) those which have been redeemed in accordance with these Conditions, (b) those in respect of which the date for redemption has occurred and the redemption moneys (including all interest accrued on such Notes to the date for such redemption and any interest payable under the Conditions after such date) have been duly paid to the Fiscal Agent as provided in the Agency Agreement, and remain available for payment against presentation and surrender of Notes and/or Coupons, as the case may be, (c) those in respect of which claims have become void, (d) those which have been purchased and cancelled as provided in these Conditions, (e) those mutilated or defaced Notes which have been surrendered in exchange for replacement Notes and (f) (for the purpose only of determining how many Notes are outstanding and without prejudice to their status for any other purpose) those Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Notes have been issued; **provided that** for the purposes of (1) ascertaining the right to attend and vote at any meeting of the Noteholders and (2) the determination of how many Notes are outstanding for the purposes of the meetings of Noteholders (provisions of which are further described in Annex 3 of the Agency Agreement) those Notes which are beneficially held by, or are held on behalf of, the Issuer or any of its Subsidiaries and not cancelled shall (unless and until ceasing to be so held) be deemed not to remain outstanding;
- (ii) "**Project**" means, in respect of a person, any particular project of such person for the ownership, creation, development or exploitation of any of its assets;
- (iii) "**Project Assets**" means, in respect of a Project, any assets used in connection with that Project;
- (iv) "**Project Debt**" means any debt for borrowed money incurred in connection with a Project where the primary credit support consists of recourse to the Project Assets; and
- (v) "**Relevant Indebtedness**" means any indebtedness which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock or other debt securities which for the time being are, or are capable of being, quoted, listed or dealt in or traded on any stock exchange or over-the-counter or other securities market.

4. **Interest**

The Notes bear interest from and including 10 June 2026 (the "**Issue Date**") at the rate of 4.000 per cent. per annum, payable annually in arrear in equal instalments of EUR40.00 per Calculation Amount (as defined below) on 10 June in each year (each an "**Interest Payment Date**"), with the first Interest Payment Date to be on 10 June 2027. The yield in respect of the Notes is 4.048 per cent. *per annum* and is calculated on the basis of the issue price of the Notes. It is not an indication of future yield. Each Note will cease to bear interest from the due date for redemption unless, upon due presentation, payment of principal is improperly withheld or refused. In such event it shall continue to bear interest at such rate (both before and after judgment) until whichever is the earlier of (a) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Holder, and (b) the day seven days after the Fiscal Agent has notified Noteholders of receipt of all sums due in respect of all the Notes up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant Holders under these Conditions).

In these Conditions, the period beginning on and including 10 June 2026 and ending on but excluding the first Interest Payment Date and each successive period beginning on and including an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date is called an "**Interest Period**".

Interest in respect of any Note shall be calculated per EUR1,000 in principal amount of the Notes (the "**Calculation Amount**"). The amount of interest payable per Calculation Amount for any period save as provided above in relation to equal instalments for a complete Interest Period shall be equal to the product of the interest rate, the Calculation Amount and the day count fraction for the relevant period (such day count fraction being the number of days in the relevant period, from

and including the date from which interest begins to accrue to but excluding the date on which it falls due, divided by the number of days in the Interest Period in which the relevant period falls (including the first such day but excluding the last)). The resulting figure will be rounded to the nearest cent (half a cent being rounded upwards).

5. **Redemption and Purchase**

(a) *Redemption Date*: To the extent they have not previously been redeemed or repurchased and cancelled, the Notes will be redeemed at their principal amount plus accrued interest on 10 June 2033 (the "**Maturity Date**").

(b) *Redemption for withholding taxation reasons*: The Issuer may redeem the Notes in whole, but not in part, at any time on giving not less than 30 nor more than 60 calendar days' notice to the Noteholders in accordance with Condition 13 (*Notices*) and the Fiscal Agent (which notice shall be irrevocable), at their principal amount together with interest accrued to the date fixed for redemption, if the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7 as a result of any actual or proposed change in, or amendment to, the laws or regulations of the tax jurisdiction of the Issuer or any Substitute appointed pursuant to Condition 11 (the "**Relevant Taxing Jurisdiction**") (including a decision or ruling of any court or tribunal) or any political subdivision or any authority thereof or therein having power to tax, or any actual or proposed change in the official application or official interpretation of such laws or regulations (including any interpretation or pronouncement by any relevant tax authority), which change or amendment becomes effective on or after the Issue Date (a "**Withholding Tax Event**"), **provided that** (i) such Withholding Tax Event cannot be avoided by the Issuer or any Substitute taking reasonable measures available to it and (ii) no such notice of redemption shall be given earlier than 90 calendar days prior to the earliest date on which the Issuer or any Substitute would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

(c) *Redemption at the option of the Noteholders in the event of a Change of Control*:

If at any time while any Note remains outstanding, there occurs (i) a Change of Control (as defined below) and (ii) within the Change of Control Period, a Rating Downgrade (as defined below) occurs as a result of such Change of Control (a "**Put Event**"), each Noteholder will have the option (the "**Put Option**") (unless, prior to the giving of the relevant Put Event Notice (as defined below), the Issuer has given notice to redeem the Notes in accordance with Conditions 5(b), 5(d) or 5(e)) to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase of) the Notes held by it on the Optional Redemption Date (as defined below) at their principal amount together with (or, where purchased, together with an amount equal to) interest (if any) accrued to, but excluding, the Optional Redemption Date.

Promptly upon a Put Event having occurred, the Issuer shall give notice (a "**Put Event Notice**") to the Noteholders in accordance with Condition 13 (*Notices*) specifying the nature of the Put Event and the circumstances giving rise to it, the procedure for exercising the Put Option and the Optional Redemption Date.

In order to exercise the Put Option, the Noteholder must deposit, or cause to be transferred, such Note to be so redeemed or purchased to the account of the Fiscal Agent specified in the Put Option Notice (as defined below) for the account of the Issuer, at any time, accompanied by a duly signed and completed option exercise notice in the form (for the time being current) available from the specified office of the Fiscal Agent (a "**Put Option Notice**") within the period (the "**Put Period**") of 30 calendar days after a Put Event Notice is given. No Note so deposited and option so exercised may be revoked or withdrawn without the prior approval of the Issuer.

A Put Option Notice once given shall be irrevocable. The Notes should be delivered together with all Coupons relating to them maturing after the Optional Redemption Date, failing which the amount of any such missing unmatured Coupon will be deducted from the sum due for payment in the manner provided in Condition 6(d). The Fiscal Agent will

issue to the Noteholder concerned a non-transferable receipt in respect of all Notes so delivered. Payment in respect of any Note so delivered will be made on the Optional Redemption Date, by transfer to the bank account specified in the Put Option Notice. For the purposes of these Conditions, receipts issued pursuant thereto shall be treated as if they were Notes.

The Issuer shall redeem or purchase (or procure the purchase of) the relevant Notes on the Optional Redemption Date unless previously redeemed (or purchased) and cancelled.

For the purposes of this Condition 5(c):

"acting in concert" means a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition directly or indirectly of shares in the Issuer by any of them, either directly or indirectly, to obtain an ownership interest in the Issuer.

A **"Change of Control"** shall be deemed to have occurred each time that a person or a group of persons acting in concert owns more than fifty (50) per cent. of the voting rights in the shareholders' general meetings of the Issuer.

"Change of Control Period" means the period commencing on the date of the first public announcement of the result of the relevant Change of Control and ending 90 calendar days after such announcement.

"Optional Redemption Date" is the tenth Business Day after the last day of the Put Period.

"person" means any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two (2) or more of the foregoing.

"Rating Agency" means Standard & Poor's Rating Services, a division of the McGraw-Hill Companies, Inc., Fitch Ratings Ltd., Moody's Investor Services or any other rating agency of equivalent international standing specified from time to time by the Issuer and, in each case, their respective successors or affiliates.

A **"Rating Downgrade"** shall be deemed to have occurred in respect of a Change of Control if within the Change of Control Period, the rating previously assigned to the Notes by any Rating Agency (as defined below) solicited by the Issuer is (x) withdrawn or (y) changed from an investment grade rating (BBB-, or its equivalent for the time being, or better) to a non-investment grade rating (BB+, or its equivalent for the time being, or worse) or (z) if the rating previously assigned to the Notes by any Rating Agency solicited by the Issuer was below an investment grade rating (as described above), lowered by at least one full rating notch (for example, from BB+ to BB; or their respective equivalents), **provided that** a Rating Downgrade otherwise arising by virtue of a particular change in rating shall be deemed not to have occurred in respect of a particular Change of Control if the Rating Agency does not publicly announce or publicly confirm that the reduction was the result of the Change of Control.

- (d) *Redemption in the case of Minimal Outstanding Amount:* The Issuer may, on giving not less than 15 nor more than 30 calendar days' irrevocable notice in accordance with Condition 13 (*Notices*) to the Noteholders, redeem all, but not some only, of the Notes at their principal amount together with accrued interest thereon to the date set for redemption, if immediately before giving such notice, the aggregate principal amount of the Notes outstanding is less than 25 per cent. of the aggregate principal amount originally issued (which shall, for the avoidance of doubt, include any further Notes issued pursuant to Condition 12), provided that if the Issuer redeems the Notes in part at its option pursuant to Condition 5(e) (*Make-Whole Redemption by the Issuer*), this Condition 4(d) will not apply for a period of twelve (12) months following the relevant Make-Whole Redemption Date.

(e) *Make-Whole Redemption by the Issuer:*

(i) The Issuer may on giving not less than 15 nor more than 30 calendar days' notice in accordance with Condition 13 (*Notices*) to the Noteholders (which notice shall (i) specify the Make-whole Redemption Date (as defined below), (ii) in the case of a partial redemption of the Notes, specify the principal amount per Note so elected to be redeemed by the Issuer in its sole discretion and (iii) either (a) specify the refinancing conditions to which the redemption is subject (if any) or (b) otherwise be irrevocable), redeem the Notes, in whole or in part, at any time or from time to time, up to but excluding the date falling three months prior to their Maturity Date (a "**Make-Whole Redemption Date**"). Any such redemption of Notes shall be made on the Make-Whole Redemption Date at their Make-Whole Redemption Amount (as defined below) calculated by the Make-Whole Calculation Agent.

(ii) For the purposes of this Condition 5(e):

"Make-Whole Calculation Agent" means: Aether Financial Services UK Limited.

"Make-Whole Redemption Amount" means, in respect of any Note subject to redemption pursuant to Condition 5(e), an amount in euro, being rounded to the nearest euro cent (half a cent rounded up), determined by the Make-Whole Calculation Agent, equal to the sum of:

- (i) the greater of (x) 100 per cent. of the principal amount of such Note and (y) the sum of the then present values of the remaining scheduled payments of principal and interest on such Note (excluding any interest accrued on such Note to, but excluding, the relevant Make-Whole Redemption Date) with the last scheduled interest payment date and date of principal repayment advanced to the date falling three months prior to the Maturity Date (the interest at such date being determined as per Condition 4 (*Interest*)) discounted to such Make-Whole Redemption Date on the basis of the day count fraction defined in Condition 4 (*Interest*) at the Make-Whole Redemption Rate plus the Make-Whole Redemption Margin;
- (ii) any interest accrued on such Note to, but excluding, such Make-Whole Redemption Date (the interest at such date being determined as per Condition 4 (*Interest*)).

"Make-Whole Redemption Margin" means: 0.20 per cent.

"Make-Whole Redemption Rate" means, in respect of any redemption of Notes on any Make-Whole Redemption Date pursuant to this Condition 5(e), the average, calculated by the Make-Whole Calculation Agent, of the four quotations (or such lesser number of quotations that the Make-Whole Calculation Agent is capable of obtaining from the Reference Banks, subject to a minimum of one quotation, and in such case, the Make-Whole Redemption Rate shall be such quotation) given by the Reference Banks of the mid-market annual yield to maturity of the Reference Security (or, as the case may be, the Similar Security) on the fourth business day in Paris preceding the relevant Make-Whole Redemption Date at 11:00 a.m. (Central European time (CET)). If the Reference Security is no longer outstanding, a Similar Security will be chosen by the Make-Whole Calculation Agent in its reasonable judgment, at 11:00 a.m. (Central European time (CET)) on the fourth business day in Paris preceding the relevant Make-Whole Redemption Date, quoted in writing by the Make-Whole Calculation Agent to the Issuer. The Make-Whole Redemption Rate shall be expressed to three (3) decimal places (0.000), with half a unit being rounded upwards. The Make-Whole Redemption Rate will be notified to the Noteholders by the Issuer in accordance with Condition 13 (*Notices*).

"Reference Security" means the German federal government bond bearing interest at a rate of 2.3 per cent. per annum and maturing in 15 February 2033 (ISIN DE000BU2Z007).

"**Reference Bank**" means each of the four banks that may have been selected by the Make-Whole Calculation Agent (excluding the Make-Whole Calculation Agent and any of its affiliates) which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues.

"**Similar Security**" means a reference bond or reference bonds issued by the German federal government having an actual or interpolated maturity comparable with the remaining term of the Notes that would be used, at the time of financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes.

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Make-Whole Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties. The Make-Whole Calculation Agent shall act as an independent expert and not as an agent for the Issuer and the Noteholders. The Make-Whole Calculation Agent (acting in such capacity) shall not have any relationship of agency or trust with, and, to the extent permitted by law, shall not incur any liability against, the Noteholders, the Fiscal Agent or the Principal Paying Agent.

- (f) *Residual Maturity Call Option*: The Issuer may, on giving not less than 15 nor more than 30 calendar days' irrevocable notice in accordance with Condition 13 (*Notices*) to the Noteholders, redeem, at any time as from and including the date falling three months prior to but excluding the Maturity Date, the Notes, in whole (but not in part), at their principal amount together with interest accrued to, but excluding, the date fixed for redemption.
- (g) *Notice of redemption and drawings*: All Notes in respect of which any notice of redemption is given under this Condition shall be redeemed on the date specified in such notice in accordance with this Condition. In the case of a partial redemption, the notice shall also contain the serial numbers of the Notes to be redeemed, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange or other relevant authority requirements.
- (h) *Partial redemption*: If the Notes are to be redeemed in part only on any date in accordance with Condition 5(e) (*Make-Whole Redemption by the Issuer*), the Notes to be redeemed shall be selected by the drawing of lots in such place as the Fiscal Agent approves and in such manner as the Fiscal Agent considers appropriate, subject to compliance with applicable law and the rules of each listing authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation, and the notice to Noteholders referred to in Condition 5(e) (*Make-Whole Redemption by the Issuer*) shall specify the serial numbers of the Notes so to be redeemed.
- (i) *Purchase*: The Issuer and its Subsidiaries may at any time purchase Notes in the open market or otherwise at any price (**provided that** all unmatured Coupons relating thereto are attached thereto or surrendered therewith). The Notes so purchased may be resold but, while held by or on behalf of the Issuer or any such Subsidiary, shall not entitle the Holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or for the purposes of Condition 11(a).
- (j) *Cancellation*: All Notes so redeemed or purchased in accordance with Condition 5 and any unmatured Coupons attached to or surrendered with them, other than any Notes or Coupons purchased in the ordinary course of a business of dealing in Notes, will be cancelled and may not be re-issued or resold. The obligations of the Issuer in respect of any such Notes shall be discharged.

6. **Payments**

- (a) *Method of Payment*: Payments of principal and interest will be made against presentation and surrender (or, in the case of a partial payment, endorsement) of Notes or the appropriate Coupons (as the case may be) at the specified office of any Paying Agent.

Payments of interest due in respect of any Note other than on presentation and surrender or endorsement of matured Coupons shall be made only against presentation and either surrender or endorsement (as appropriate) of the relevant Note.

- (b) *Payments subject to laws:* All payments are subject in all cases to any applicable laws and regulations in the place of payment, but without prejudice to the provisions of Condition 7. No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (c) *Surrender of unmatured Coupons:* Each Note should be presented for redemption together with all unmatured Coupons relating to it, failing which the amount of any such missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon which the sum of principal so paid bears to the total principal amount due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relevant missing Coupon not later than 10 years after the Relevant Date (as defined in Condition 7) for the relevant payment of principal.
- (d) *Payments on business days:* A Note or Coupon may only be presented for payment on a day which is a business day in the place of presentation. No further interest or other payment will be made as a consequence of the day on which the relevant Note or Coupon may be presented for payment under this Condition 6 falling after the due date. In this Condition "**business day**" means a day on which commercial banks and foreign exchange markets are open in the relevant city.
- (e) *Agents:* The initial Fiscal and Principal Paying Agent and the Make-Whole Calculation Agent and their respective initial specified offices are listed below. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent and appoint additional or other Paying Agent, or vary or terminate the appointment of the Fiscal Agent or the Calculation Agent **provided that** it will maintain a Fiscal Agent and a Calculation Agent having a specified office in a European City. Notice of any change in the Paying Agent or their specified offices will promptly be given to the Noteholders.

Fiscal Agent and Principal Paying Agent

CACEIS Bank, Luxembourg Branch
5 allée Scheffer
2520 Luxembourg

Make-Whole Calculation Agent

Aether Financial Services UK Limited
28 Queen Street,
EC4R 1BB London
United Kingdom

7. Taxation

All payments of principal and interest by or on behalf of the Issuer in respect of the Notes and the Coupons shall be made free and clear of, and without withholding or deduction for or on account of, any taxes present or future, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of or within the Relevant Taxing Jurisdiction or any political subdivision thereof or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall, to the extent permitted by applicable law, pay such additional amounts as will result in receipt by the Holders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Note or Coupon presented for payment:

- (a) *Other connection*: by or on behalf of a Holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of his having some connection with the Relevant Taxing Jurisdiction other than the mere holding of the Note or Coupon;
- (b) *Presentation more than 30 calendar days after the Relevant Date*: more than 30 calendar days after the Relevant Date except to the extent that the Holder of it would have been entitled to such additional amounts on presenting such Note or Coupon for payment on the last day of such period of 30 calendar days;
- (c) *Avoidable deduction*: by or on behalf of a Holder if such withholding or deduction would have been avoided by such Holder complying with any statutory requirement or making a declaration of residence or non-residence or other similar claim from exemption to the relevant tax authority and such Holder fails to do so; or
- (d) *Beneficial owners*: by or on behalf of a Holder that is a partnership, or a Holder that is not the sole beneficial owner of the Note or which holds the Note in a fiduciary capacity, to the extent that any of the members of the partnership, the beneficial owner or the settler or beneficiary with respect to the fiduciary would not have been entitled to the payment of an additional amount had each of the members of the partnership, the beneficial owner, settler or beneficiary (as the case may be) received directly his beneficial or distributive share of the payment.

In addition, no additional amounts will be paid by the Issuer or any Paying Agent or any other person on account of any deduction or withholding from a payment on, or in respect of, the Notes where such withholding or deduction is required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations thereunder, any official interpretations thereof, any governmental agreement with respect thereto or any law implementing, or relating to, an intergovernmental agreement ("**FATCA**").

"**Relevant Date**" means whichever is the later of (i) the date on which such payment first becomes due and (ii) if the full amount payable has not been received by the Principal Paying Agent on or prior to such due date, the date on which, the full amount having been so received, notice to that effect shall have been given to the Holders. Any reference in these Conditions to principal and/or interest shall be deemed to include any additional amounts which may be payable under this Condition.

8. **Events of Default**

If any of the following events occurs and is continuing:

- (a) *Non-Payment*: the Issuer fails to make payment of principal or interest due in respect of any Note and the Issuer does not remedy such default within a period of seven (7) Business Days (as defined in Condition 11) from such due date; or
- (b) *Breach of Other Obligations*: the Issuer fails to perform or observe any of its other obligations relating to the Notes and such failure is not remedied within fourteen (14) Business Days from the date on which written notice of such failure shall have been given to the Fiscal Agent at its specified office by any Noteholder;
- (c) *Cross-Default*: if the Issuer or its Material Subsidiary is in default for the payment of indebtedness for borrowed money or guarantee of any indebtedness for borrowed money, on the date of the stated maturity of such indebtedness for borrowed money or guarantee or, as the case may be, at the end of any applicable grace period, or such indebtedness for borrowed money or guarantee therefor becomes due and payable prior to its stated maturity as a result of any event of default (howsoever described), save where the Issuer or such Material Subsidiary is contesting in good faith, by appropriate proceedings, its payment obligation under such indebtedness for borrowed money, or that such indebtedness for borrowed moneys was due and unless the aggregate amount of any such

indebtedness for borrowed money is less than the higher of (i) 110,000,000 euros or its equivalent in other currencies and (ii) 1.2% of the total assets of the Group;

- (d) *Insolvency and Winding-up*: if the Issuer or its Material Subsidiary (i) applies for the appointment of a *mandataire ad hoc* under French insolvency law, or (ii) enters into a conciliation procedure (*procédure de conciliation*) pursuant to articles L. 611-1 *et seq.* of the French *Code de Commerce*, or (iii) a judgement is rendered for its judicial liquidation (*liquidation judiciaire*) or the transfer of the whole of its business (*cession totale de l'entreprise*), or any other French legal proceedings that may replace one or more of the proceedings mentioned herein, or any analogous step or proceeding having a similar effect in The Netherlands, or if the Issuer or its Material Subsidiary is wound up or dissolved or the Issuer ceases to carry on all of its business or operations, in each case, except as a result of, or followed by, a reconstruction, amalgamation, reorganisation, merger or consolidation where all the obligations of the Issuer under the Notes are assumed by the resulting or remaining entity,

then all of the Notes may, by notice in writing given to the Fiscal Agent at its specified office by one or several Holders together representing at least 20 per cent. of all outstanding Notes, be declared immediately due and payable whereupon they shall become immediately due and payable at their principal amount together with accrued interest without further formality unless such event of default shall have been remedied prior to the receipt of such notice by the Fiscal Agent.

For the purposes of this Condition 8:

"Group" means the Issuer and its subsidiaries within the meaning of article 2:24b of the Dutch Civil Code.

"Material Subsidiary" means T.EN Eurocash S.N.C.

"T.EN Eurocash S.N.C." means T.EN Eurocash SNC, a company incorporated under the laws of France as a *société en nom collectif*, with its registered office at 2126 boulevard de la Défense, 92000 Nanterre, France, registered with the Trade and Companies Registry of Nanterre under number 428 574 248 or any successor to its business and/or function within the Group and any transferee of all its rights, assets and obligations.

9. **Prescription**

Claims in respect of principal and interest will become void unless presentation for payment is made within a period of 10 years in the case of principal and five years in the case of interest from the appropriate Relevant Date.

10. **Replacement of Notes and Coupons**

If any Note or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Fiscal Agent or any Paying Agent subject to all applicable laws and stock exchange or other relevant authority requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may require (**provided that** the requirement is reasonable in the light of prevailing market practice). Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

11. **Meetings of Noteholders, Modification, Waiver and Substitution**

- (a) *Meetings of Noteholders*: The Agency Agreement contains provisions for convening meetings (including by way of conference call or by use of a videoconference platform) of Noteholders to consider matters affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Agency Agreement) of a modification of any of these Conditions. Such a meeting may be convened by Noteholders holding not less than 10 per cent. in principal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution will be two or more persons holding or representing a clear majority in principal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or

representing Noteholders whatever the principal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to modify the dates on which interest is payable in respect of the Notes, (ii) to reduce or cancel the principal amount of, or interest on, or to vary the method of calculating the rate of interest on, the Notes, (iii) to change the currency of payment of the Notes or the Coupons, or (iv) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass an Extraordinary Resolution, in which case the necessary quorum will be two or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 25 per cent. in principal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

The Agency Agreement provides that a resolution in writing signed by or on behalf of the Holders of not less than 75 per cent. in principal amount of the Notes outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

- (b) *Modification of Agency Agreement:* The Issuer shall only permit any modification of, or any waiver or authorization of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders and/or the Couponholders.
- (c) *Substitution:* The Issuer, or any previous substituted company, may at any time, without the consent of the Holders, substitute for itself as principal debtor under the Notes and the Coupons, any Subsidiary or Affiliate of the Issuer (the "**Substitute**"), **provided that** no payment in respect of the Notes or the Coupons is at the relevant time overdue or in default. The substitution shall be made by a deed poll (the "**Deed Poll**"), to be substantially in the form scheduled to the Agency Agreement, and may take place only if: (i) the Substitute shall, by means of the Deed Poll, agree to indemnify and hold harmless each Holder against any tax, duty, assessment or governmental charge which is or may be imposed on, incurred by or levied on it by (or by any authority in or of) the jurisdiction of the country of the Substitute's residence for tax purposes and, if different, of its incorporation with respect to any Note or Coupon and which would not have been so imposed had the substitution not been made, as well as against any tax, duty, assessment or governmental charge, and any liability, charge, cost or expense, in connection with the substitution; (ii) the substitution shall not be significantly detrimental to the interests of the Holders (iii) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents or approvals) to ensure that the Deed Poll, the Notes and Coupons represent valid, legally binding and enforceable obligations of the Substitute and in the case of the Deed Poll of Technip Energies N.V. have been taken, fulfilled and done and are in full force and effect; (iv) the Substitute shall have become party to the Agency Agreement, with any appropriate consequential amendments, as if it had been an original party to it; (v) the obligations of the Substitute (including any previous Substituted Company) under the Notes and the Coupons shall be unconditionally and irrevocably guaranteed by Technip Energies N.V. by means of the Deed Poll; (vi) legal opinions, dated not more than five Business Days (as defined in Condition 4) prior to the date of substitution, addressed to the Holders shall have been delivered to them (care of the Fiscal Agent) from independent legal advisers of recognized standing (which may include legal advisers of the Issuer and/or legal advisers who have advised in connection with the original issue of the Notes) in each jurisdiction referred to in (i) above, the jurisdiction of the Issuer (if different) and in England as to the fulfilment of the preceding conditions of this Condition 11 and the other matters specified in the Deed Poll; and (vii) the Issuer shall have given at least 14 calendar days' prior notice of such substitution to the Noteholders in accordance with Condition 13 (*Notices*), stating that copies, and pending execution the agreed text, of all documents in relation to the substitution which are referred to above, or which might otherwise reasonably be regarded as material to Noteholders, will be available for inspection at the specified office of each of the Paying Agent. The Issuer will notify Noteholders as soon as reasonably practicable following a substitution in

accordance with Condition 13 (*Notices*) and such substitution shall become effective upon the publication of such notice.

For the purposes of this Condition 11:

"**Affiliate**" means a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.

"**Subsidiary**" means a person of which another person owns directly or indirectly more than fifty (50) per cent. of the voting capital or similar right of ownership.

For the purposes of the Conditions:

"**Business Day**" means (i) a day on which commercial banks and foreign exchanges markets are open in Paris, and (ii) a day on which T2 is operating.

"**T2**" means the real time gross settlement system operated by the Eurosystem or any successor or replacement for that system.

12. **Further Issues**

The Issuer may from time to time without the consent of the Holders create and issue further Notes either having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single series with the outstanding Notes. References in these Conditions to the Notes include (unless the context requires otherwise) any other Notes issued pursuant to this Condition and forming a single series with the Notes.

13. **Notices**

Any notice to the Noteholders will be valid if (i) published in a daily newspaper of general circulation in Europe or, (ii) so long as the Notes are admitted to trading on Euronext Paris and if the rules of that stock exchange so require, published on the website of Euronext Paris (www.euronext.com). Any such notice shall be deemed to have been given on the date of such publication, if published more than once or on different dates, on the first date on which such publication is made. Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the Noteholders in accordance with this Condition.

14. **Contracts (Rights of Third Parties) Act 1999**

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999.

15. **Governing Law and Jurisdiction**

- (a) *Governing Law*: The Agency Agreement, the Notes and the Coupons and any non-contractual obligations arising out of or in connection with them are governed by and shall be construed in accordance with English law.
- (b) *Jurisdiction*: The courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Notes or the Coupons and accordingly any legal action or proceedings arising out of or in connection with the Notes or the Coupons (including a dispute relating to any non-contractual obligations arising out of or in connection with the Notes or Coupons) ("**Proceedings**") may be brought in such courts and accordingly each of the Issuer and any Noteholders or Couponholders in relation to any Proceedings submits to the exclusive jurisdiction of the English courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in any such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum.
- (c) *Agent for Service of Process*: The Issuer irrevocably appoints Genesis Oil & Gas Consultants Ltd. whose address, as at the Issue Date is, 100 Fetter Lane, London, EC4A

IES, United Kingdom as its agent in England to receive service of process in any Proceedings in England based on any of the Notes or the Coupons. If for any reason the Issuer does not have such an agent in England, it will promptly appoint a substitute process agent and immediately notify the Holders of such appointment in accordance with Condition 13 (*Notices*). Nothing herein shall affect the right of any Holder to serve process in any other manner permitted by law.

RESTRICTIONS ON THE TRANSFERABILITY OF THE NOTES

Subscription Agreement - *Crédit Agricole Corporate and Investment Bank and HSBC Continental Europe (the "Global Coordinators and Joint Lead Managers"), BNP PARIBAS, Deutsche Bank Aktiengesellschaft, Société Générale and Standard Chartered Bank AG (the "Active Bookrunners") and Banco Bilbao Vizcaya Argentaria, S.A., Crédit Industriel et Commercial S.A. and J.P. Morgan SE (the "Passive Bookrunners"), and together with the Global Coordinators and Joint Lead Managers and the Active Bookrunners, the "Joint Lead Managers")* have, pursuant to a Subscription Agreement dated 8 June 2026 (the "**Subscription Agreement**"), jointly and severally agreed with the Issuer, subject to the satisfaction of certain conditions, to procure subscriptions and payment for, and failing which, to subscribe for the Notes at an issue price equal to 99.712 per cent. of the principal amount of the Notes, less any applicable commission. In addition, the Issuer will pay certain costs incurred by it and the Joint Lead Managers in connection with the issue of the Notes.

The Joint Lead Managers are entitled to terminate the Subscription Agreement in certain limited circumstances prior to the issue of the Notes. The Issuer has agreed to indemnify the Joint Lead Managers against certain liabilities in connection with the offer and sale of the Notes.

General Selling Restrictions

Each Joint Lead Manager has agreed to observe all applicable laws and regulations in each jurisdiction in or from which it may acquire, offer, sell or deliver Notes or have in its possession or distribute this Prospectus or any other offering material relating to the Notes. No action has been, or will be, taken in any country or jurisdiction that would, to the best of each Joint Lead Manager's knowledge, permit an offering of the Notes to any retail investor, or the possession or distribution of this Prospectus or any other offering material relating to the Notes, in any country or jurisdiction where action for that purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Prospectus nor any circular, prospectus, form of application, advertisement or other offering material relating to the Notes may be distributed in or from, or published in, any country or jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations and all offers and sales of Notes by it will be made on the same terms.

Prohibition of Sales to EEA Retail Investors

Each of the Joint Lead Managers has represented and agreed, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area. For the purposes of this provision, the expression "**retail investor**" means a person who is one (or both) of the following:

- (a) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
- (b) a customer within the meaning of the Directive 2016/97/EU as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

Prohibition of Sales to United Kingdom Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold, distributed or otherwise made available and will not offer, sell, distribute or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus to any retail investor in the United Kingdom.

- (i) For the purposes of this provision, the expression "**retail investor**" means a person who is either one (or both) of the following:
 - (a) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "EUWA");
 - (b) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024; and

- (ii) the expression "*offer*" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes.

France

Each of the Joint Lead Managers has represented and agreed that it has not offered or sold and will not offer or sell, directly or indirectly, any Notes in the Republic of France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed in the Republic of France, this Prospectus or any other offering material relating to the Notes, except to qualified investors (*investisseurs qualifiés*), as defined in Article 2(e) of the Prospectus Regulation and in accordance with Article L.411-2 of the French *Code monétaire et financier*.

Republic of Italy

The offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of this Prospectus or of any other document relating to the Notes be distributed in the Republic of Italy, except:

- (a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of the Prospectus Regulation and any applicable provision of the Legislative Decree No. 58 of 24 February 1998, as amended (the "**Financial Services Act**") and Italian CONSOB regulations; or
- (b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 34-ter of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, and the applicable Italian laws.

Any such offer, sale or delivery of the Notes or distribution of copies of this Prospectus or any other document relating to the Notes in the Republic of Italy under paragraph (a) or (b) above must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 and Legislative Decree No. 385 of 1 September 1993 (in each case, as amended from time to time) and any other applicable laws and regulations; and
- (ii) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including, the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

Additional United Kingdom restrictions

Each Joint Lead Manager has represented and agreed that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**")) received by it in connection with the issue or sale of the Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

Singapore

Each Joint Lead Manager has acknowledged that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Joint Lead Manager has represented, warranted and agreed that it has not offered or sold the Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell the Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or

sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "SFA")) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No.25 of 1948, as amended (the "**Financial Instruments and Exchange Act**")). Accordingly, each of the Joint Lead Managers has represented and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell the Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or resale, directly or indirectly in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and ministerial guidelines of Japan.

Canada

The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Accordingly, each of the Joint Lead Managers has represented and agreed that any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws. Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

United States

Without prejudice to the foregoing, the Notes have not been and will not be registered under the Securities Act or under the securities laws of any U.S. state and may not be offered or sold, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or such state securities laws. The Notes are being offered and sold only outside of the United States, in offshore transactions, to non-U.S. persons in reliance upon an exemption from registration under the Securities Act pursuant to Regulation S.

Accordingly, this document does not constitute an offer, or an invitation to apply for, or an offer or invitation to purchase or subscribe for, any Notes in the United States. Any person who subscribes or acquires Notes will be deemed to have represented, warranted and agreed, by accepting delivery of this Prospectus or delivery of the Notes, that it is subscribing or acquiring the Notes in compliance with Rule 903 of Regulation S in an "offshore transaction".

Each of the Joint Lead Managers has represented and agreed that:

- (i) it has not offered or sold and will not offer or sell the Notes within the United States or to, or for the account or benefit of, U.S. persons, (a) at any time as part of their distribution, or (b) otherwise until 40 calendar days after the later of the commencement of the offering and the Issue Date (the "**Distribution Compliance Period**"), and
- (ii) it will have sent to each dealer to which it sells Notes during the Distribution Compliance Period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, each of the Joint Lead Managers has represented, undertaken and warranted that it has not entered and will not enter into any written contract with any distributor (as that term is defined for purposes

of Regulation S) with respect to the distribution of the Notes, except (i) with its affiliates, (ii) with a Joint Lead Manager, or (iii) pursuant to the written contract the Joint Lead Manager has obtained or will obtain from the distributor, for its benefit and the benefit of the Issuer, which includes the representations contained in, and the distributor's agreement to comply with, the provisions of Schedule 2 to the Subscription Agreement.

Moreover, during the Distribution Compliance Period, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act, unless such offer or sale is made in accordance with an available exemption from registration under the Securities Act.

Terms used in this section, and not otherwise defined in this Prospectus, have the meanings given to them by Regulation S.

DETAILS OF ADMISSION TO TRADING

1. The total amount of Notes being admitted to trading is EUR500,000,000.
2. Application has been made for the Notes to be admitted to trading on Euronext Paris on or about 10 June 2026.
3. The Notes have been accepted for clearance through Euroclear and Clearstream Luxembourg. The International Securities Identification Number (ISIN) for the Notes is XS3317598053. The Common Code number for the Notes is 331759805.
4. The address of Euroclear is 1 boulevard du Roi Albert II, 1210 Brussels, Belgium and the address of Clearstream is 42 avenue John Fitzgerald Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg.

CORPORATE GOVERNANCE

For information relating to the Issuer's governance, please refer to Section 4 – Corporate Governance of the cross-reference table set out in the section "*Documents Incorporated by Reference*" below.

FINANCIAL INFORMATION

Please refer to Section 5 – Financial Information of the cross-reference table set out in the section "*Documents Incorporated by Reference*" below.

SHAREHOLDER AND SECURITY HOLDER INFORMATION

1. Save as disclosed in any Document Incorporated by Reference, neither the Issuer nor any of its consolidated subsidiaries is involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), during the 12 months preceding the date of this Prospectus which may have, or have had in the recent past, significant effects on the Issuer or the Group's financial position or profitability.
2. As at the date of this Prospectus, the Issuer has not entered into any material contracts in the ordinary course of its business which could result in any Group member being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to the Noteholders in respect of the Notes.
3. As far as the Issuer is aware, there are no conflicts of interest between the personal interests or other duties of Directors or senior management on the one hand and the interests of Technip Energies on the other hand.
4. For more information on the share and security holding of the Issuer, please refer to Section 6 – Shareholder and Security Holder Information of the cross-reference table set out in the section "*Documents Incorporated by Reference*" below.

DOCUMENTS AVAILABLE

The following documents:

- (i) the articles of association (*statuten*) of the Issuer;
- (ii) this Prospectus and any supplement to this Prospectus; and
- (iii) the Documents Incorporated by Reference,

can be inspected on the website of the Issuer (www.ten.com).

This Prospectus and any supplement thereto are available on the website of the AMF (www.amf-france.org).

The Agency Agreement (which includes the forms of the Temporary Global Notes, the Permanent Global Notes, the Definitive Notes and the Coupons and information relating to the representation of the Noteholders) and the Deed of Covenant will be available for inspection during usual business hours on any week day except Saturdays, Sundays and public holidays at the primary business office of the Issuer.

SUMMARY OF PROVISIONS WHILE IN GLOBAL FORM

The Notes will initially be in the form of a Temporary Global Note which will be deposited on or around the Issue Date with a common safekeeper for Clearstream, Luxembourg and Euroclear.

*The Notes will be issued in new global note ("NGN") form. On 13 June 2006, the European Central Bank (the "ECB") announced that Notes in NGN form are in compliance with the "Standards for the use of EU securities settlement systems in ESCB credit operations" of the central banking system for the euro (the "Eurosystem"), **provided that** certain other criteria are fulfilled. At the same time the ECB also announced that arrangements for Notes in NGN form will be offered by Clearstream, Luxembourg and Euroclear as at 30 June 2006 and that debt securities in global bearer form issued through Clearstream, Luxembourg and Euroclear after 31 December 2006 will only be eligible as collateral for Eurosystem operations if the NGN form is used.*

The Notes are intended to be held in a manner which would allow Eurosystem eligibility — that is, in a manner which would allow the Notes to be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

The Agency Agreement, the Temporary Global Note and the Permanent Global Note contain provisions which apply to the Notes while they are in global form, some of which modify the effect of the terms and conditions of the Notes set out in this document. The following is a summary of certain of those provisions:

1. **Exchange**

The Notes will initially be in the form of a Temporary Global Note in substantially the form set out in Schedule 1 to the Agency Agreement, without interest coupons. The Temporary Global Note is exchangeable, in whole or in part, for interests in a Permanent Global Note in bearer form without interest coupons not earlier than the date which is 40 days after the Issue Date and only upon certification as to non-U.S. beneficial ownership in the form set out in the Temporary Global Note.

The Permanent Global Note is exchangeable in whole but not, except as provided in the next paragraph, in part (free of charge to the Holder) for the Definitive Notes described below (i) if the Permanent Global Note is held on behalf of a clearing system and such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so or (ii) any of the circumstances described in Condition 8 (Events of Default) occurs. Thereupon, the Holder may give notice to the Fiscal Agent of its intention to exchange the Permanent Global Note for Definitive Notes.

If principal or interest in respect of any Notes is not paid when due and payable, the Holder of the Permanent Global Note may, by notice to the Fiscal Agent (which may but need not be the default notice referred to in "*– Default*" below), require the exchange of a specified principal amount of the Permanent Global Note (which may be equal to or (**provided that**, if the Permanent Global Note is held by or on behalf of a clearing system, that clearing system agrees) less than the outstanding principal amount of Notes represented thereby) for Definitive Notes on or after the Exchange Date (as defined below) specified in such notice.

On or after the Exchange Date, the Holder of the Permanent Global Note may surrender the Permanent Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Fiscal Agent. Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall deliver, or procure the delivery of, an equal aggregate principal amount of duly executed and authenticated Definitive Notes (having attached to them all Coupons in respect of interest which has not already been paid on the Permanent Global Note), security printed in accordance with any applicable legal and stock exchange requirements and in or substantially in the form set out in Schedule 1 to the Agency Agreement. On exchange in full of the Permanent Global Note, the Issuer will, if the Holder so requests, procure that it is cancelled and returned to the Holder together with any relevant Definitive Notes.

If:

- (a) Definitive Notes have not been delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer has duly requested exchange of the Permanent Global Note for Definitive Notes; or
- (b) the Permanent Global Note (or any part of it) has become due and payable in accordance with the Conditions or the date for final redemption of the Notes has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of the Permanent Global Note on the due date for payment,

then the Permanent Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the bearer of the Permanent Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Note or others may have under a deed of covenant dated 10 June 2026 (the "**Deed of Covenant**") executed by the Issuer). Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg as being entitled to an interest in the Permanent Global Note will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Permanent Global Note became void, they had been the holders of Definitive Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or (as the case may be) Clearstream, Luxembourg.

"**Exchange Date**" means a day falling not less than 60 days or, in the case of exchange pursuant to (ii) above, 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Fiscal Agent is located and, except in the case of exchange pursuant to (i) above, in the cities in which the relevant clearing system is located.

2. **Payments**

No payment will be made on the Temporary Global Note unless exchange for an interest in the Permanent Global Note is improperly withheld or refused. Payments of principal and interest in respect of Notes represented by the Permanent Global Note (or by the Permanent Global Note and/or the Temporary Global Note) will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of the Permanent Global Note (or by the Permanent Global Note and/or the Temporary Global Note) to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. The Issuer shall procure that the payment is entered *pro rata* in the records of Clearstream, Luxembourg and Euroclear. For the purpose of any payments made in respect of a Temporary Global Note or Permanent Global Note, "**business day**" means any day on which T2 is operating.

3. **Notices**

So long as the Notes are represented by the Permanent Global Note (or by the Permanent Global Note and/or the Temporary Global Note) and the Permanent Global Note (or by the Permanent Global Note and/or the Temporary Global Note) is held on behalf of a clearing system, notices to Noteholders may be given by delivery of the relevant notice to Clearstream, Luxembourg and Euroclear for communication by them to the entitled accountholders, in substitution for publication as required by the Conditions except that, so long as the Notes are admitted to trading on Euronext Paris and if the rules of that stock exchange so require, notices shall also be published on the website of Euronext Paris (www.euronext.com).

4. **Prescription**

Claims against the Issuer in respect of principal and interest on the Notes while the Notes are represented by the Permanent Global Note (or the Permanent Global Note and/or the Temporary Global Note) will become void unless it is presented for payment within a period of 10 years (in

the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 7).

5. **Meetings**

The Holder of the Permanent Global Note (or the Permanent Global Note and/or the Temporary Global Note) shall (unless it represents only one Note) be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, as having one vote in respect of each EUR1,000 in principal amount of Notes.

6. **Purchase and Cancellation**

Cancellation of any Note required by the Conditions to be cancelled following its purchase will be effected by reduction in the principal amount of the Permanent Global Note (or the Permanent Global Note and/or the Temporary Global Note).

7. **Put Option**

The Noteholders' put option in Condition 5(c) may be exercised by the Holder of the Permanent Global Note (or the Permanent Global Note and/or the Temporary Global Note), giving notice to the Fiscal Agent of the principal amount of Notes in respect of which the option is exercised and presenting the Permanent Global Note (or the Permanent Global Note and/or the Temporary Global Note) for endorsement of exercise within the time limits specified in Condition 5(c).

8. **Issuer's Option**

The Issuer's call options provided for in Conditions 5(b), 5(d) and 5(e) and 5(f) shall be exercised by the Issuer giving notice to the Noteholders within the time limits set out in and containing the information required by the relevant Conditions. The rights of accountholders will be governed by the standard procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion).

9. **Electronic Consent and Written Resolution**

While any Permanent Global Note (or the Permanent Global Note and/or the Temporary Global Note) is held on behalf of a relevant clearing system, then:

- (a) approval of a resolution proposed by the Issuer given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the Holders of not less than 75 per cent. in nominal amount of the Notes outstanding (an "**Electronic Consent**" as defined in the Agency Agreement) shall, for all purposes (including matters that would otherwise require an Extraordinary Resolution to be passed at a meeting for which the Special Quorum was satisfied), take effect as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held, and shall be binding on all Holders whether or not they participated in such Electronic Consent; and
- (b) where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution (as defined in the Agency Agreement) has been validly passed, the Issuer shall be entitled to rely on consent or instructions given in writing directly to the Issuer by accountholders in the clearing system with entitlements to such Permanent Global Note (or the Permanent Global Note and/or the Temporary Global Note) or, where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person for whom such entitlement is ultimately beneficially held, whether such beneficiary holds directly with the accountholder or via one or more intermediaries and **provided that**, in each case, the Issuer obtained commercially reasonable evidence to ascertain the validity of such holding and have taken reasonable steps to ensure that such holding does not alter following the giving of such consent or instruction and prior to the effecting of such amendment. Any resolution passed in such manner shall be binding on all Noteholders and Couponholders, even if the relevant consent or instruction proves to be defective. As used in this paragraph,

"commercially reasonable evidence" includes any certificate or other document issued by Euroclear, Clearstream, Luxembourg or any other relevant clearing system, or issued by an accountholder of them or an intermediary in a holding chain, in relation to the holding of interests in the Notes. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's Creation Online system) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Notes is clearly identified together with the amount of such holding. The Issuer shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

10. **Outstanding Notes**

The definition of "outstanding" in Condition 3 of the Terms and Conditions of the Notes shall not include the Temporary Global Note to the extent that it shall have been exchanged for the Permanent Global Note pursuant to its provisions and the Permanent Global Note to the extent that it shall have been exchanged for Definitive Notes pursuant to its provisions.

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the following sections identified in the cross-reference table below which are incorporated by reference in, and shall be deemed to form part of, this Prospectus and which are extracted from the following documents (the "**Documents Incorporated by Reference**") (see hyperlinks in blue) which have been published and filed with the AMF:

- (a) the Issuer's press release on a major EPC contract published on 15 May 2026 on the Company's website (the "[EPC Contract Press Release](#)");
- (b) the Issuer's press release on the voting results of the 2026 Annual General Meeting published on 5 May 2026 on the Company's website (the "[AGM Press Release](#)");
- (c) the Issuer's 2026 first quarter results press release published on 30 April 2026 on the Company's website (the "[Q1 Press Release](#)");
- (d) the Issuer's 2025 annual results press release published on 26 February 2026 on the Company's website (the "[2025 Annual Results Press Release](#)");
- (e) the Issuer's 2025 annual report, including its audited consolidated financial statements as at, and for the year ended, 31 December 2025, published on 10 March 2026 and made available on the Company's website (the "[2025 Annual Report](#)"); and
- (f) the Issuer's 2024 annual report, including its audited consolidated financial statements as at, and for the year ended, 31 December 2024, published on 10 March 2025 and made available on the Company's website (the "[2024 Annual Report](#)").

Any statement contained in a Document Incorporated by Reference shall be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

For the purpose of the Prospectus Regulation, information can be found in the Documents Incorporated by Reference in this Prospectus in accordance with the following cross-reference table.

In accordance with ESMA's statement "Prospectus requirements in the period prior to the amendments to the Delegated Regulation" published on 7 May 2026, the cross-reference table below is based on Annex 7 of Commission Delegated Regulation (EU) 2019/980, as amended, taking into account the amendments introduced by Regulation (EU) 2024/2809 and the related delegated act adopted by the European Commission on 7 May 2026, which has not yet entered into application as at the date of this Prospectus.

The information contained in a Document Incorporated by Reference that is not included in the cross-reference list is either not relevant for the investor or is covered elsewhere in the Prospectus.

The Documents Incorporated by Reference and this Prospectus will be available on the website of the Issuer (www.ten.com). This Prospectus is also available on the website of the AMF (www.amf-france.org). Unless otherwise explicitly incorporated by reference into this Prospectus, the information on the websites to which this Prospectus (including, for the avoidance of doubt, any information on the websites which appear in the information incorporated by reference) refers does not form part of this Prospectus and has not been scrutinised or approved by the AMF.

Rule		2024 Annual Report (page number)	2025 Annual Report (page number)	2025 Annual Results Press Release (page number)	Q1 Press Release (page number)	AGM Press Release (page number)	EPC Contract Press Release (page number)
1	RISK FACTORS						
1.1	A description of the material risks that are specific to the issuer and that may affect the issuer's ability to fulfil its obligations under the securities, in a limited number of categories, in a section headed 'Risk Factors'.		208-223				
3	STRATEGY, PERFORMANCE AND BUSINESS ENVIRONMENT						
3.1	Information about the issuer: b) the place of registration of the issuer, its registration number and legal entity identifier ('LEI'); (c) the date of incorporation and the length of life of the issuer, except where the period is indefinite; (e) any recent events particular to the issuer and which are to a material extent relevant to an evaluation of the issuer's solvency;		300 359 357	1-22	1-19	1	1
3.2	Business overview						
3.2.1	Principal Activities: a brief description of the issuer's principal activities, stating the main categories of products sold and/or services performed.		8-11, 20-33, 300				
3.3	Organisational structure						
3.3.1	Where the issuer is part of a group, a brief description of the group and the issuer's		353-357				

Rule		2024 Annual Report (page number)	2025 Annual Report (page number)	2025 Annual Results Press Release (page number)	Q1 Press Release (page number)	AGM Press Release (page number)	EPC Contract Press Release (page number)
	position within the group. That may be in the form of, or accompanied by, a diagram of the organisational structure where that helps to clarify the structure.						
4	CORPORATE GOVERNANCE						
4.1	Administrative, management, and supervisory bodies and senior management						
4.1.1	Names, business addresses and functions within the issuer of the following persons and an indication of the principal activities performed by those persons outside of that issuer where those activities are significant with respect to that issuer: (a) members of the administrative, management and/or supervisory bodies; (b) partners with unlimited liability, in the case of a limited partnership with a share capital.		228- 234, 371			1	
5	FINANCIAL INFORMATION						

Rule		2024 Annual Report (page number)	2025 Annual Report (page number)	2025 Annual Results Press Release (page number)	Q1 Press Release (page number)	AGM Press Release (page number)	EPC Contract Press Release (page number)
5.1	Historical financial information						
5.1.1	Audited historical financial information covering the last financial year (or such shorter period as the issuer has been in operation) and the audit report in respect of that year.	298-385	294-381				
5.1.3	Accounting Standards	304	300-315				
5.1.5	Consolidated financial statements	298-361	294-357				
5.1.6	Age of Financial Information The balance sheet of the last year of audited financial information shall not be older than 18 months from the date of the registration document.	300	296				
5.2	Auditing of historical annual financial information						
5.2.1	The historical annual financial information shall be independently audited. The audit report shall be prepared in accordance with Directive 2006/43/EC and Regulation (EU) No 537/2014.	377-385	373-381				
6	SHAREHOLDER AND SECURITY HOLDER INFORMATION						
6.1	Major shareholder						
6.1.1	To the extent known to the issuer, state whether the issuer is directly or indirectly owned or controlled and by whom and describe the nature of		19				

Rule		2024 Annual Report (page number)	2025 Annual Report (page number)	2025 Annual Results Press Release (page number)	Q1 Press Release (page number)	AGM Press Release (page number)	EPC Contract Press Release (page number)
	such control and describe the measures in place to ensure that such control is not abused.						
6.2	Legal and arbitration proceedings						
6.2.1	Information on any governmental, legal or arbitration proceedings (including any such proceedings which are pending of which the issuer is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the issuer and/or group's financial position or profitability or, where that is not the case, a statement to that effect.		77				

REGISTERED OFFICE OF THE ISSUER

Technip Energies N.V.
2126 boulevard de La Défense
Immeuble Origine
92000 Nanterre
France

GLOBAL COORDINATORS & JOINT LEAD MANAGERS

Crédit Agricole Corporate and Investment Bank

12, place des Etats-Unis CS 70052
92547 Montrouge Cedex
France

HSBC Continental Europe

38, avenue Kléber
75116 Paris
France

ACTIVE BOOKRUNNERS

BNP PARIBAS

16, boulevard des Italiens
75009 Paris
France

Deutsche Bank Aktiengesellschaft

Mainzer Landstr. 11-17
60329 Frankfurt am Main
Germany

Société Générale

29, boulevard Haussmann
75009 Paris
France

Standard Chartered Bank AG

TaunusTurm, Taunustor 1
60310 Frankfurt am Main
Germany

PASSIVE BOOKRUNNERS

Banco Bilbao Vizcaya Argentaria, S.A.

Ciudad BBVA
C/ Saucedo, 28
Edificio Asia - 1st Floor
28050, Madrid, Spain

Crédit Industriel et Commercial S.A.

6, avenue de Provence
75009 Paris
France

J.P. Morgan SE

Taunustor 1 (TaunusTurm)
60310 Frankfurt am Main
Germany

INDEPENDENT AUDITOR OF THE ISSUER

PricewaterhouseCoopers Accountants N.V.

Fascinatio Boulevard 350
3065 WB Rotterdam
The Netherlands

LEGAL ADVISORS

To the Issuer

As to English law:

Clifford Chance Europe LLP

1, rue d'Astorg
75008 Paris

As to Dutch law:

De Brauw Blackstone Westbroek N.V.

Burgerweeshuispad 201
1076 GR Amsterdam

France

The Netherlands

To the Joint Lead Managers

As to English law:

Allen Overy Shearman Sterling
Serrano 73
28006 Madrid
Spain

As to Dutch law:

Allen Overy Shearman Sterling LLP
Apollolaan 15
1077 AB Amsterdam
The Netherlands

FISCAL AGENT AND PRINCIPAL PAYING AGENT

CACEIS Bank, Luxembourg Branch
5 allée Scheffer
2520 Luxembourg

MAKE-WHOLE CALCULATION AGENT

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28 Queen Street,
EC4R 1BB London
United Kingdom