Global Framework Agreement on Fundamental Rights and ENGIE's Social Responsibility

PREAMBLE **3**

ARTICLE 1 - SCOPE OF THE GLOBAL FRAMEWORK AGREEMENT 4

CHAPTER I- GROUP COMMITMENTS RELATED TO FUNDAMENTAL RIGHTS **5**

ARTICLE 2 - RESPECT FOR AND COMPLIANCE WITH INTERNATIONAL STANDARDS 5
ARTICLE 3 - GROUP ETHICS AND DUTY OF VIGILANCE 7
ARTICLE 4 - FISCAL INTEGRITY 9
ARTICLE 5 – RESPECT FOR TRADE UNION RIGHTS 10
ARTICLE 6 - PREVENTING AND FIGHTING ALL FORMS OF HARASSMENT 10

CHAPTER 2- COMMITMENTS RELATED TO HEALTH, SAFETY AND QUALITY OF LIFE AT WORK **11**

ARTICLE 7 - KEEPING EVERYONE SAFE: A TOP PRIORITY. 11
ARTICLE 8 - PROMOTING QUALITY OF LIFE AT WORK 12

CHAPTER 3- SOCIAL PROTECTION AND A COMMITMENT TO INCLUSION AT THE HEART OF THE EMPLOYEE EXPERIENCE **13**

ARTICLE 9 - SOCIAL PROTECTION FOR ENGIE EMPLOYEES WORLDWIDE 13
ARTICLE 10 - INCLUSIVE GROWTH 14
10-1 Gender equality: 50% women managers *14*
10-2 Pay equality between women and men with equivalent skills and positions *14*
10-3 Diversity, Equal Opportunities and Non-Discrimination *15*
10-4 Workers' benefit plans *15*

CHAPTER 4- EMPLOYMENT AND SKILLS DEVELOPMENT **16**

ARTICLE 11 – SUSTAINABLE EMPLOYMENT 16
ARTICLE 12 - DIGITAL TRANSFORMATION 16
ARTICLE 13 - LIFELONG LEARNING 17

CHAPTER 5- QUALITY DIALOGUE WITH ALL STAKEHOLDERS **18**

ARTICLE 14 - CREATION OF A WORLD FORUM 18
ARTICLE 15 - SOCIAL DIALOGUE AT THE LEVEL OF GROUP'S MANAGERIAL ENTITIES 18
ARTICLE 16 - SUSTAINABLE RELATIONS WITH SUPPLIERS AND SUBCONTRACTORS 19

CHAPTER 6- IMPLEMENTATION AND MONITORING OF THE AGREEMENT **19**

ARTICLE 17 - DEPLOYMENT OF THE AGREEMENT 19
ARTICLE 18 - MONITORING OF THE AGREEMENT 20
ARTICLE 19 - CONFLICT RESOLUTION / WHISTLEBLOWING PROCEDURE 21

CHAPTER 7- FINAL PROVISIONS **22**

ARTICLE 20 - ENTRY INTO FORCE AND DURATION OF THE AGREEMENT 22
ARTICLE 21 - REVISION OF THE AGREEMENT 22
ARTICLE 22 - RENEWAL OF THE AGREEMENT 22
ARTICLE 23 - TRANSLATION OF THE AGREEMENT 22
Document 1 – GLOBAL HEALTH & SAFETY AGREEMENT *24*
Document 2 – COMPOSITION AND OPERATION OF THE WORLD FORUM *24*

PREAMBLE

ENGIE is a leading global group in the field of low-carbon energy, with a strategy focused on three areas of growth:

- Renewable energies
- Energy infrastructure
- Services (Customer Solutions) based on decentralised infrastructure.

In response to the climate emergency, ENGIE's statutes now include a "Purpose", worded as follows: *To take action to accelerate the transition to a carbon neutral economy, through more energy-efficient and more environmentally friendly solutions.*

This neutral carbon transition must be accompanied by a more sustainable and more inclusive method of social development in terms of social protection, diversity and skills development. ENGIE actively supports the principles of a "Just Transition" in accordance with the guiding principles of the ILO, for a just transition to ecologically sustainable economies and societies for all.

To achieve its goal of carbon neutrality, ENGIE commits to the use of clean and green technologies for itself, its subsidiaries and promotes the use of these technologies for its subcontractors.

This strategy includes the development of a comprehensive Just Transition policy for ENGIE employees worldwide. To achieve these objectives, ENGIE commits investments in research and development.

The signatories of this Agreement support the transition towards a carbon-free economy and will cooperate to ensure that a Just Transition, redeployment and adequate training take place, while ensuring the protection of workers' rights and interests and making sure that the impact of these changes is planned and implemented in an agreed and fair manner.

ENGIE has social responsibilities as well as responsibilities towards its employees and shareholders. To this end, the Group has made various environmental and social commitments that contribute to achieving its strategy. In particular, through its activities, ENGIE actively contributes to ensuring universal access to clean energy, as well as developing renewable energies and improving energy efficiency. ENGIE maintains a close relationship with its regions and contributes to their social and economic development.

This agreement is completely in line with ENGIE's social and environmental responsibilities and fully contributes to dialogue with all stakeholders.

ENGIE upholds and promotes the guiding principles defined in this area by the International Labour Organisation, in particular the principle that [1]:

Sustainable development is only possible with the active engagement of the world of work. The actors in the world of work – governments, workers and employers – can be agents of change, able to develop new ways of working that safeguard the environment for present and future generations, eradicate

[1] https://www.ilo.org/global/topics/dw4sd/themes/green-jobs/lang--en/index.htm

poverty and promote social justice by fostering sustainable enterprises and creating decent work for all.

For ENGIE, the foundations for this ambition were laid as early as 2010 as part of the international framework agreement on fundamental rights, social dialogue and sustainable development, which came to an end in 2016. In May 2014, the agreement was supplemented by a global agreement on health and safety at work.

As a group with operations in many countries around the world, ENGIE is also bound by the provisions of the French law on the “duty of vigilance” of 27 March 2017.

In line with its policy on social and environmental responsibility, this agreement therefore reaffirms ENGIE's commitments to decent employment for all Group employees. It places these commitments firmly in the realm of a transition allowing progress towards clean, sustainable and accessible energy for all.

The purpose of the agreement is to ensure the deployment of high standards in terms of labour relations and social rights through regular, open and constructive social dialogue at all levels.

Through its governance and professional practices, ENGIE undertakes to implement this agreement and ensure its application among all the parties mentioned herein. As such, the signatories undertake to provide said parties with all the information required to raise their awareness and to deploy the necessary training.

ENGIE undertakes to make this agreement known to all its employees and managers to make sure that its terms are understood and implemented using the most relevant methods or approach. The signatory global federations undertake to relay this agreement to their respective affiliates and to do their best to ensure that its principles are effectively applied. Joint actions to achieve this goal may be organized.

ARTICLE 1 - Scope of the Global Framework Agreement

1.This GFA applies to all current and future ENGIE companies as well as to all employees, regardless of the nature of their employment contract. Among its direct subcontractors and suppliers, the Group will promote and respect the principles and standards set out in this agreement.

This GFA applies to all companies that ENGIE controls either directly or indirectly.

2.In the event of a merger, acquisition or restructuring resulting in the creation of new entities controlled by the Group, these new entities will also fall within the scope of this Agreement and must comply with its provisions, in accordance with the terms presented herein.

3.In addition, the commitments in this Agreement also apply to all subsidiaries for which the Group has operational responsibility, regardless of whether or not it is a majority stakeholder, and therefore the ability to influence and act within them.

The Group's subsidiaries will strictly comply with international, national and local laws and observe the standards that best protect human, trade union and labour rights.

4.The Group will promote this agreement and ensure compliance with these principles, including as part of its Vigilance Plan, as required by the French 2017 law on the duty of vigilance[2].

ENGIE will provide an annual list of all the companies in the Group's consolidated scope and their locations as well as and any relevant documents that are necessary and useful for the fulfilment of the goals of and implementation of this GFA (e.g., ethical charter, health and safety action plan, ...).

CHAPTER I- GROUP COMMITMENTS RELATED TO FUNDAMENTAL RIGHTS

ARTICLE 2 - Respect for and compliance with international standards

5.Under this agreement, ENGIE and its subsidiaries are reaffirming their commitment to comply with internationally recognised standards for human, labour and trade union rights in all their activities. ENGIE hereby confirms its commitment to comply with:

- The UN Guiding Principles on Business and Human Rights.
- The Universal Declaration of Human Rights.
- The OECD Guidelines for Multinational Enterprises.
- The ILO Tripartite Declaration of Principles relating to Multinational Enterprises and Social Policy.
- The UN Global Compact.

6.ENGIE therefore ensures that its activities are conducted in accordance with the highest standards of protection and at the very least with the provisions of international texts for the protection and defence of human rights. In the event of any conflicting requirements between national law and international standards, ENGIE complies with international standards, without infringing national laws.

7.Engie is committed to fully respecting and implementing the Fundamental Conventions of the International Labour Organisation (ILO), even in countries that have not ratified these conventions, in particular those:

- *Guaranteeing freedom of association and the principles of collective bargaining:*

- Convention 87, concerning freedom of association and protection of the right to organise (1948)
- Convention 98, concerning the application of the principles of the right to organise and collective bargaining (1949)

[2] Law No. 2017-399 relating to the duty of vigilance
https://www.legifrance.gouv.fr/affichTexte.do?cidTexte=JORFTEXT000034290626&categorieLien=id

- *Abolishing the use of forced or compulsory labour*

- Convention 29, concerning forced or compulsory labour (1930)
- Convention 105, concerning the abolition of forced labour (1957)

- *Prohibiting child labour and exploitation*

- Convention 138, concerning the minimum age for admission to employment (1973)
- Convention 182, concerning the prohibition and immediate action for the elimination of the worst forms of child labour (1999)

- *Protecting workers*

- Convention 102 concerning minimum standards of social security (1952)
- Convention 155, concerning occupational health and safety and the working environment (1981)
- Convention 167, concerning safety and health in construction (1988)

- *Combating discrimination*

- Convention 100, concerning equal remuneration for men and women workers for work of equal value (1951)
- Convention 111, concerning discrimination in respect of employment and occupation (1958)
- Convention 135, concerning the protection of workers' representatives in the company and the facilities to be granted to them (1971)
- Convention 156, concerning equality of opportunity and treatment for men and women workers: workers with family responsibilities (1981)
- Convention 190, on violence and harassment (2019)

8.ENGIE confirms its commitment to human, fundamental and environmental rights and takes these into account in particular in its work environments and in the choice of its suppliers and direct subcontractors.

ENGIE works with direct suppliers and subcontractors who are committed to respecting human, workers’ and trade union rights.

9.ENGIE ensures a socially responsible relationship with suppliers and direct subcontractors, in particular through the selection procedures and contractual commitments implemented with its direct suppliers as part of its ethics and compliance policy.

10. ENGIE also recognises the need to take indigenous peoples into consideration in its projects and undertakes to cooperate with them in good faith, in particular through their representative institutions.

11.ENGIE approves and upholds the ILO's concept of decent work[3], as defined by the ILO, namely productive work that is adequately remunerated; guarantees workplace safety in accordance with the Group Health & Safety Policy and the global Health and Safety agreement by limiting risk exposure to a level as low as reasonably practicable ; provides social protection to workers; gives individuals the freedom to express their concerns and opinions, to organise and to participate in decisions that affect their lives.

12. The signatories reiterate all the rules of the ENGIE Health & Safety Policy applicable to all Group employees, as well as employees of subcontractors and suppliers. They point out, in particular, the right to refuse and stop a hazardous work activity when safety conditions are not met.

ARTICLE 3 - Group Ethics and Duty of Vigilance

13.ENGIE prevents and combats corruption in all its forms, within its organisation and among its suppliers and direct subcontractors.

14.The Group's commitment to ethics and compliance is to act, everywhere and in all circumstances, in accordance with its fundamental ethical principles. When it comes to combatting fraud and corruption, a “zero tolerance” policy is in force.

15. The mechanisms set up within ENGIE in terms of ethics and compliance, “duty of vigilance” and whistleblower protection are described below. The definition of these provisions is not subject to prior consultation or negotiation with the social partners. However, ENGIE respects and values the rights of trade unions in terms of defending employees and takes into account their alerts in this area.

Within twelve months after the signature of the agreement, the Global Union federations (GUFs) and ENGIE will jointly look at how GUFs can contribute constructively to whistleblowing at global level.

ENGIE has put in place:

- A whistleblowing system, made available to employees and stakeholders of the Group, entrusted in part to an external service provider, to report any actions, events or behaviour that could affect the integrity and/or the rights of individuals, ENGIE's operations, or have serious consequences in terms of liability (health/safety, environment, human rights, labour and trade union rights, respect for people, privacy, etc.). The whistle-blower reports an incident, anonymously or otherwise. When a report is made anonymously, ENGIE shall respect the anonymity of the whistle-blower. No retaliatory measure (criminal or disciplinary), related to the alert, may be taken against them by ENGIE. If the whistle-blower thinks they are being retaliated against, they must immediately report

[3] https://www.ilo.org/global/topics/decent-work/lang--fr/index.htm

it via the whistle-blower hotline. The alert must be made selflessly and in good faith, with no malice, and must relate to a serious event or fact of which the whistle-blower is personally aware.

- An Ethics Charter [4] that applies to all Group employees, regardless of their parent entity, as well as to any person assigned to a Group entity by a third party. This charter defines the ethical principles that all Group employees and management must implement in their working practices and professional conduct. This Charter will be sent to the signatories of this agreement and any updates will be presented to the World Forum.

- The implementation of an e-learning course on "fraud and corruption: zero tolerance" accessible to all Group employees to familiarise them with the Group's ethical principles and practices, help them incorporate these principles into their daily conduct at work, and teach them what they should do in the event of an ethical dilemma.

- Duty of vigilance

16.In accordance with the French law relating to the duty of vigilance, ENGIE's Vigilance Plan includes all the measures put in place to prevent, for its operations and activities, serious violations of human rights (including labour and trade union rights), fundamental freedoms, health and safety, and the environment.

17.The Group Vigilance Plan and the published yearly review of its implementation are sent annually to the World Forum. At local level, the entities concerned must present the Vigilance Plan and the requirements arising from the French law on the duty of vigilance for multinational companies to their employee representative organisations.

18.The Vigilance Plan is based on the various risk identification and prevention procedures in place in the Group (human rights, CSR, health and safety, procurement) as well as a shared **whistleblowing system** that allows all its employees (whether permanent or temporary, regardless of their role, their sector of activity or their country) and stakeholders (suppliers, subcontractors, trade unions, NGOs, etc.) to report an inappropriate situation or one that does not comply with Group principles or applicable laws and regulations.

19. The risk mapping established as part of the Group's vigilance plan is updated annually at the end of the year. The results of these maps will be presented and discussed at the World Forum before their legal publication in the Universal Registration Document each year. These discussions will also be an

[4] https://www.engie.com/sites/default/files/assets/documents/2020-05/Charte_ethique.pdf

opportunity to share public controversies related to the challenges of the vigilance plan and to present the Group's response.

20.Under this plan, the commitment to human, labour and trade union rights will be incorporated into the requirements of the Procurement policy. Compliance with these rights is a criterion both for selecting new suppliers and retaining existing ones.

21.ENGIE urges its suppliers and direct subcontractors to comply with the most stringent requirements and the highest standards of protection in terms of human, trade union and workers' rights.

22.In the event of an alert concerning the practices of a supplier or a direct subcontractor involving the violation of human, workers' or trade union rights, corrective actions are put in place.

ENGIE reserves the right to verify at any time that suppliers and direct subcontractors are complying with the commitments contained in this agreement.

23.The ENGIE Vigilance Plan is monitored by the Ethics & Compliance department, via the Group's annual compliance report.

Within twelve months after the signature of the agreement, the Global Union federations (GUFs) and ENGIE will jointly look at how GUFs can contribute constructively to increased vigilance at global level.

ARTICLE 4 - Fiscal integrity

24.ENGIE acts with honesty and integrity, which implies that the Group acts in compliance with applicable tax laws and rules.

ENGIE pays its fair share of taxes in the countries where it operates and maintains constructive relations with the tax authorities in a spirit of openness and responsiveness, to increase its legal certainty and to protect its reputation.

ENGIE applies the principle of fiscal transparency and consolidates its income in the countries in which it was generated. ENGIE will send a "Country-by-Country" statement to French tax authorities in accordance with the standard established by the OECD (Country By Country Reporting)

25.Tax practices within the Group comply with ENGIE's ethical codes and its principles of social and environmental responsibility. ENGIE does not tolerate tax evasion or illegality and follows all official procedures and channels.

ARTICLE 5 – Respect for trade union rights

26.ENGIE complies with the ILO conventions 87 and 98 related to the freedom of association and collective bargaining, as such:

- Makes sure that its subsidiaries offer a free and open environment for the exercise of freedom of association rights and that they undertake to observe strict neutrality regarding the choice of their employees to form or join a union,
- ENGIE prohibits any unfair communication (unjust or arbitrary) intended to influence the decisions of its employees with regard to union membership and representation, as well as any form of discrimination based on union membership and activity in its recruitment, remuneration and career development policies and practices.
- ENGIE recognises and protects employees who are members of a trade union and their representatives from any discriminatory measures.
- Respects, recognises and protects the autonomy and independence of trade union organisations and the right to organise, while complying with national laws and regulations in force,
- ENGIE allows trade unions, when these exist in the company, and other employee representatives to meet with employees, under certain conditions previously agreed between national/local management and unions/employee representatives. National/local management is responsible for ensuring that this commitment is met. Any suspicion of non-compliance with this principle can be reported via the Group whistleblowing system.
- ENGIE recognises the value of collective bargaining with trade unions and employee representatives, when these exist in the company, as a key aspect of effective social dialogue.
- ENGIE provides information on its activities and public economic information about its entities to the trade unions present in the company or to other employee representatives, to facilitate the practice of collective bargaining.
- ENGIE recognises the value of a connection between its employees and international or local federations, without hindering existing social dialogue in the local entity.
- In accordance with ILO Convention No. 135 on workers' representatives, ENGIE grants facilities to workers' representatives, to enable them to carry out their functions promptly and efficiently, taking into account the characteristics of the industrial relations system of each country, as well as the needs, size and capabilities of the undertaking concerned. The granting of access to such facilities shall not impair the efficient operation of the undertaking concerned.

27.Any situation that is inappropriate or does not comply with the Group's principles or with applicable laws and regulations may be reported through the whistleblowing system referred to in Article II. 1 of this Agreement relating to the duty of vigilance.

ARTICLE 6 - Preventing and fighting all forms of harassment

28.ENGIE offers its employees a work environment through which they are treated with respect and dignity. ENGIE rejects any form of harassment, abuse or violence in the scope of labour relations, regardless of where they may occur. The Group makes sure to provide its employees with a working environment that respects their individual freedoms and their privacy.

29.In this context, preventing and combating all forms of psychological or sexual harassment, and all forms of discrimination, is essential.

30.The signatories reiterate that:

- Psychological or moral harassment are repeated acts towards an employee that lead to a deterioration of their working conditions and that are likely to harm their dignity, their physical or psychological heath, or their career.

- Sexual harassment is characterised as any form of unwanted verbal, non-verbal or physical behaviour of a sexual nature, with the purpose or effect of violating someone's dignity, especially when the behaviour creates an intimidating, hostile, degrading, humiliating or offensive environment. Also considered to be sexual harassment is the application of any form of serious pressure, even if not repeated, for the real or apparent purpose of receiving an act of a sexual nature, regardless of whether it is sought for the benefit of the perpetrator or a third party.

31.ENGIE puts in place systems for support, investigation and protection for employees who are victims of moral or sexual harassment and makes sure that its subsidiaries do the same.

32.ENGIE defends and promotes C. 190 of the ILO as part of its activities, even in countries that have not yet ratified it.

33.Anyone who identifies as LGBTI+ can refuse an opportunity or a professional transfer to a country where LGBTI+ rights are restricted, without any impact on their career at ENGIE.

34.The Group will ensure that employees are made aware of and trained in these issues in order to foster a work environment free from harassment and violence.

CHAPTER 2- Commitments related to Health, Safety and Quality of Life at Work

ARTICLE 7 - Keeping everyone safe: a top priority.

35.ENGIE attaches the utmost importance to the health, safety and security of everyone working for the Group.

36.Personal safety is an absolute priority for the Group, and it has set its sights on completely eradicating fatal work accidents and reducing the frequency and severity of non-fatal accidents, both for Group employees and for all those who work on its behalf. ENGIE's ability to operate safely and reliably worldwide is the cornerstone of its operational excellence and performance. The Group pursues this ambition through its “No Life At Risk” initiative, in order to identify and control the risks inherent in its activities.

37.ENGIE has reaffirmed its commitments made as part of the Global Health and Safety Agreement dated 13 May 2014, which is an integral part of this agreement[5]. The wording of this Global Health and Safety agreement was updated during the negotiation of this global framework agreement.

ARTICLE 8 - Promoting quality of life at work

39. ENGIE upholds its belief that people are a valuable asset for the company.

40.Quality of life at work contributes to employee well-being and performance.

41.ENGIE is actively committed to improving quality of life at work through social dialogue, collective bargaining, and the involvement of all stakeholders in the company, with a focus on the various collective and individual aspects. Managers are taught about improving quality of life at work (organisation of working hours, positive work-life balance, physical environment, etc.) and the prevention of psychosocial risks (stress at work, harassment, etc.).

42.ENGIE promotes, at all levels of the Group, the implementation of good practices aimed at improving quality of life at work, in accordance with local regulations[6].

43.In particular, a healthy work-life balance contributes to quality of life at work, the prevention of stress and the performance of the company.

44.ENGIE focuses on practices aimed at guaranteeing a better balance between work and personal life, in particular appropriate use of new forms of digital work (messaging, mobile phones, social media, etc.). ENGIE supports everyone's "right to disconnect", including when working remotely and in accordance with working hours.

[5] ENGIE *undertakes to involve the employee representative bodies in the analysis of risks and occupational accidents, even where local legislation does not provide for this*.
[6] In particular through the European Agreement on Quality of Life at Work signed on 27/11/2014

CHAPTER 3- Social protection and a commitment to inclusion at the heart of the employee experience

ARTICLE 9 - Social protection for ENGIE employees worldwide

45.Social protection plays a crucial role in promoting human dignity, social cohesion, equality and social justice, as well as in sustainable social and economic development.

46.In accordance with ILO recommendation 202, ENGIE is committed to offering all of its employees a common and adequate level of social protection wherever the Group operates.

47.ENGIE adheres to all local and national laws, regulations and practices when it comes to social protection and retirement, and commits to the payment of the related contributions, where such contributions exist.

48.When these provisions are non-existent or inadequate, ENGIE shall establish, in consultation with employee representatives, social protection schemes that allow for an adequate level of social protection for all of its employees worldwide, including following minimum benefits:

1. Parenthood: 14 weeks of fully paid maternity leave and 4 weeks' fully paid paternity leave.

2. Incapacity benefit: minimum coverage equivalent to 12 months.

3. Health benefit: coverage of hospital costs up to a minimum of 75%.

4. Death benefit: death cover for all of its employees including the payment of a minimum capital equivalent to 12 months of gross salary.

49.In the context of the COVID_19 pandemic, ENGIE and the Global Union Federations have issued a statement relating to the coverage of hospital costs as well as death cover for ENGIE employees worldwide[7].

[7] DECLARATION FOR THE SOCIAL PROTECTION OF ENGIE EMPLOYEES ON A GLOBAL SCALE - during the Covid-19 pandemic

The guarantees relating to parenthood and incapacity for work will be deployed within three years of the signing of the Global Framework Agreement and may be implemented gradually in subsidiary companies that fall within the scope of this agreement.

50.An annual presentation of the rates of coverage in the Group's entities is given annually during the World Forum.

Article 10 - Inclusive growth

10-1 Gender equality: 50% women managers

51.ENGIE has a strong policy of developing diversity, which most notably involves equality of opportunity and treatment, in an approach of social progress and economic performance.

52.In this context, the Group focuses in particular on women in non-managerial positions, including technical professions, in order to promote their development in these roles.

53.ENGIE is committed to ensuring that each of its subsidiaries takes concrete action to develop diversity in all of their organisations.

54.To this end, the Group has set itself the goal that half of managerial positions will be occupied by women by 2030.

Exact results as well as a report on the concrete actions taken at local level will be sent to the World Forum.

10-2 Pay equality between women and men with equivalent skills and positions.

55.Equal remuneration for women and men at work is a key element of equality between women and men in society.

56.A transparent and gender-verifiable remuneration system, that covers the entire global workforce, sends positive signals about the values and working methods within the company. A fair and non-discriminatory system reflects good managerial practices and effectively contributes to the achievement of objectives in this field.

57.Any directly or indirectly discriminatory wage practices should be identified and removed using a proactive method. This method and its results will be reported annually to the World Forum.

58.No discrimination can be made against pregnant women. Maternity or paternity-related absence, before or after the birth of a child, must not have a negative impact on remuneration or career development.

10-3 Diversity, Equal Opportunities and Non-Discrimination

59.Diversity is valued and promoted at all levels of the Group. The members of the Group's representative bodies must reflect the civil society in which it operates, as well as the clients it serves.

60.ENGIE rejects any violation or deterioration of equal opportunity or treatment in employment based in particular on origin, skin colour, gender, religion, politics, union commitments, nationality, social origin, age, disability, family situation, health condition, maternity, sexual orientation or gender identity.

61.The Group's entities must take strong action to uphold these principles. They actively promote diversity to make sure that ENGIE's workforce reflects society and fights against all forms of discrimination.

62.ENGIE will ensure that these principles are applied throughout the careers of its men and women employees (recruitment, career development, training and remuneration)[8]

63.Beyond the national legislation in force, the Group rejects any form of intolerance of differences and encourages respect for its employees' private lives.

10-4 Workers' benefit plans

64.ENGIE provides decent wages and social protection and at a minimum complies with each country's minimum wage and social guarantees, in particular the payment of social contributions under the minimum conditions of the country where the employee's activity takes place. ENGIE will ensure that these provisions are respected by its subcontractors.

Where such statistics exist, a report on minimum wages and changes in purchasing power will be sent to the World Forum for each country in which ENGIE has a significant presence.

[8] The European agreement on gender equality dated 22 November 2017.

CHAPTER 4- Employment and skills development

Article 11 – Sustainable Employment

65.Anticipating changes and developing the skills of all employees are at the heart of ENGIE's Human Resources policy. Training and mobility are therefore tools for the employability of all.

66.ENGIE recognises the importance of direct, secure employment, both for the individual and the company, favouring permanent contracts and direct jobs.

67.All work must be carried out within the appropriate legal framework and not make excessive use of temporary or agency labour.

68.ENGIE complies with legal and contractual obligations towards all workers under the laws, regulations and collective agreements on labour and social security. All employees receive an employment contract (or equivalent) written in one of the official languages of the country where the contract is fulfilled. Wages are paid into a bank account in their name.

69.ENGIE expects its partners and subcontractors to comply with these same standards.

70.ENGIE systematically strives to preserve all collective social guarantees during restructuring and transformations. Reorganisations and transformations embarked upon by ENGIE are not motivated by finding "minimum social standards" but by the company's longevity, offering jobs in the best possible social conditions.

ARTICLE 12 - Digital transformation

71.Digital technology is one of the most critical aspects of the profound transformation of ENGIE.

72.The ENGIE Group is committed to identifying the consequences of these changes on employees through the following six areas:

- Maintaining and developing skills, training in digital tools.
- Support for changing work patterns.
- Reaffirmation of the importance of quality of life at work.

- Respect for individual freedoms.
- Computer security and protection of intangible assets.
- Social dialogue on digital transformation projects.

73.ENGIE will act in accordance with all applicable laws for protecting the privacy and personal data of its employees[9].

The digital communications of trade unions must not be traced, unless there is a breach of Group ethics.

The digital tools necessary for work are provided by ENGIE.

ARTICLE 13 - Lifelong learning

74.ENGIE is fully committed to training and lifelong learning, which strengthen skills and expertise in order to develop the employability of all its employees.

75.As such, each Group subsidiary shall ensure that all of its employees, without distinction, have access to training schemes.

76.From 2022, 80% of employees will be trained every year. This percentage will increase to 100% by 2030. An annual report will be presented to the World Forum.

77.ENGIE actively supports vocational training for young people (in particular through apprenticeships, internships, etc.). Each subsidiary has a social responsibility towards young people and must invest in their inclusion and their preparation for their future jobs.

ENGIE's young people training policy responds to three key challenges for the Group:

- pre-recruiting skills in professions of the future.

- promoting diversity and gender equality.

- enhancing the role and number of mentors within the framework of intergenerational pacts for the transfer of skills and expertise.

[9] In accordance with the Joint Statement between the EWC and ENGIE's general management on digital technology, dated 28 November 2019.

78.ENGIE is committed to offering fair remuneration and working conditions[10] to its trainees and apprentices. Unless otherwise agreed, an intern or young apprentice must not replace a vacant job within the organisation.

Chapter 5- Quality dialogue with all stakeholders

ENGIE is committed to establishing long-term relationships of trust with all of its stakeholders.

ARTICLE 14 - Creation of a World Forum

79.The signatory parties agree on the need to set up a forum for global social dialogue, known as the “World Forum". This body will be made up of ENGIE employees exercising union responsibilities in the Group, representatives of ENGIE management, and representatives of global union federations.

80.The World Forum is a place for discussion and sharing on the Group's strategy, as well as for information, in particular regarding deployment of, review and monitoring of compliance with this agreement and the global health and safety agreement.

81.The World Forum will meet face to face once a year. Between each plenary session, the members of the World Forum will maintain regular communication, notably via videoconferences.

82.The conditions for the formation and functioning of the World Forum are appended in the notes to this agreement.

ARTICLE 15 - Social dialogue at the level of Group’s managerial entities

83. At the most appropriate managerial level [11], representatives of the management and representatives of the workers from this entity and their union representatives will meet at least once a year and work on an ongoing basis. This annual meeting will allow discussion and dialogue on the following points:

- Information about the strategy and changes to the entity s’ activities, and their impact on employment,
- The identification of needs and the training policy,

[10] https://www.youthforum.org/fr/quality-internships

[11] The signatory parties agree to define together by the end of 2021 the level of the managerial entity to which this article applies.

- The development and implementation of the Group's vigilance plan,
- The joint dissemination, implementation and monitoring of this global agreement.

84.This meeting will take place locally, at the most appropriate level. Any transport and travel costs for getting there will be covered by the managerial entity.

85.This level of social dialogue does not replace the consultation carried out within each subsidiary, nor the dialogue that exists at Group level (World Forum, European Works Council).

ARTICLE 16 - Sustainable relations with suppliers and subcontractors

86.Suppliers and subcontractors are an essential stakeholder in the Group's value chain.

87.The quality of the products and services provided by the Group to its customers also depends on its ability to garner excellent services from its partners, suppliers, service providers and subcontractors. Consequently, their selection must be demanding and impartial. The Group chooses them for their professionalism and competitiveness, with a focus on maintaining a relationship of trust. The criteria for selecting partners, suppliers, service providers and subcontractors incorporate the Group's commitments in matters of anti-corruption, respect for human rights, labour law and union rights as well as prevention of health and safety risks and environmental protection.

88.The Group has decided to implement a CSR approach to help manage the supply chain of entities controlled by the Group and those for which it has operational responsibility (and therefore the ability to influence and take action), which breaks down into three key areas:

- Compliance with payment terms for suppliers and subcontractors,

- Health and Safety support with subcontractors so that they can achieve the highest possible health and safety standards,

- A system of continuous improvement for CSR compliance in operational processes, and the training of key players in this approach.

CHAPTER 6- Implementation and monitoring of the Agreement

ARTICLE 17 - Deployment of the Agreement

89.The signatory parties will communicate this Agreement to all of their respective organisations and structures and will immediately post it on their website.

90.It will be promptly translated into all the languages of the countries in which the Group operates. The agreement will be made available to employees by any means suited to the local context as part of ENGIE's company social policy. By way of example, it may be sent by email, published on an intranet or brought to the attention of employees via a poster in the workplace. This posting shall specify that employees may obtain a paper copy of this agreement.

91.In addition, ENGIE management and the signatory GUFs must each identify a national contact person in the countries to ensure it is implemented in good faith.

92.ENGIE's Management will make this agreement known to its suppliers and subcontractors and will encourage them to comply with its provisions.

93.ENGIE and the signatory GUFs will organise a joint awareness-raising initiative on the agreement with management and employee representatives and/or the Global Union Federations. The aim is to explain the spirit, purpose and content of the agreement, so that the understanding of the text and its implementation are consistent across all of ENGIE's activities around the world. The forms of such an initiative will be decided by the signatories.

94.In order to promote and publicise the agreement, trade unions will be able to meet with employees under the conditions defined in Article 5 of this agreement.

ARTICLE 18 - Monitoring of the Agreement

95.This agreement strengthens and extends the Group's social practices. It is not intended to substitute or interfere with the process of dialogue or negotiations carried out at local, national or European level.

96.The implementation of this agreement will be monitored at local level as well as at global level. Its progress will be presented at the annual meeting of the World Forum.

97.The aim is to:

- Improve the implementation of the agreement,
- Identify and correct any discrepancies or breaches of this Agreement,
- Identify and share good practices and take measures to promote them,
- Provide a shared annual update on the deployment of the Vigilance Plan in the Group and management of the risks identified.

98.In the event of suspected serious and repeated violations of the principles of this agreement, the members of the World Forum (Management and Representatives of GUFs) may instruct a mixed union

and employer delegation - comprising experts chosen by each party - to make an on-site visit. The aim of this visit will be to assess the situation, in particular by meeting with the stakeholders concerned, in order to put forward solutions if violations are found. The delegation will report its findings and recommendations to the World Forum. The costs of the visit will be borne by ENGIE.

ARTICLE 19 - Conflict resolution / Whistleblowing procedure

99.In the event of any difficulties regarding the interpretation or non-compliance with this agreement, the signatories shall inform each other as far in advance as possible (before any external communication relating to this difficulty) in order to jointly seek an effective and constructive solution in the interest of all parties, through dialogue and within a reasonable time frame.

100.In the event that an employee or other affected person maintains that this Agreement is not being observed, the following procedure will be applied:

- First, the complaint must be brought to the local site management. Employees may request to be assisted by a trade union representative. The Group undertakes to ensure proper evaluation of the dispute, in cooperation with the trade union representatives of local staff.
- In the event that the complaint is not resolved via the social partners at local level, it will be passed on to the national contacts previously identified by ENGIE and the Global Union Federations.
- If the problem persists at national level, it will be dealt with by the signatories of this agreement in close collaboration with the affiliates of the Global Union Federations in the country concerned. It will be brought to the attention of the director responsible, who will ensure that the corrective measures identified with the GUFs are implemented as soon as possible.
- Informal discussions may also be considered appropriate, alongside conflict resolution efforts at local or national level.
- In the absence of resolution, the signatories may jointly appoint a mediator to facilitate the resolution of the conflict.
- As a last resort, the signatories will be able to refer the matter to the competent court within the jurisdiction of ENGIE's head office, regardless of the place of execution of the agreement and/or the intervention of a third party.

101.All the issues dealt with and the solutions provided will be presented at the next annual meeting of the World Forum.

CHAPTER 7- Final provisions

ARTICLE 20 - Entry into force and duration of the Agreement

This Agreement shall enter into force on the date of signature. It is concluded for a period of four (4) years.

ARTICLE 21 - Revision of the Agreement

At the request of one or more of the signatory parties, negotiations may be arranged to revise this agreement, under the terms and conditions provided by the French Labour Code.

ARTICLE 22 - Renewal of the Agreement

On notice from one of the parties, six (6) months before the end of the agreement, the parties agree to meet to study the possibility of renewing this agreement.

ARTICLE 23 - Translation of the Agreement

This agreement shall be translated into the following languages in which the Group operates:

French
English
Italian
Dutch
German
Arabic
Portuguese
Spanish
Chinese
Romanian

102.In the event of an issue with interpretation or a dispute over the text in this Agreement, the signatories agree that the reference text is the French version.

Signed in Paris on … /…./ 2021

For ENGIE and its subsidiaries as per the conditions defined in Article 1 of the agreement:

CEO

Mrs. Catherine MacGregor

And the global union federations duly mandated by their affiliates:

Building & Wood Workers International	IndustriAll Global Union	Public Services International
M. Albert Emilio Yuson	M. Atle HOIE	Mrs. Rosa Pavanelli

The representatives of the French trade unions at the Group level :

CGT	CFE-CGC	CFDT	FO
M. Yohan THIEBAUX	M. Hamid AIT-GHEZALA	M. José BELO-DOS-REIS	M. Gildas GOUVAZE

The following people took part in the negotiations as members of the Special Negotiating Body:

Luiz Antonio Barboza (Brazil) – Stefano Bassi (Italy) – Thorsten Behnert (Germany) – Lamkhantar Bouchaib (Morocco) – Troy Dunne (Australia) – Daniel Glevan (Romania) – Gildas Gouvaze (France, FO) – Russell Grieve (United Kingdom) – Jonathan Hayward (United Kingdom) – Philippe Lazzarotto (France, CFE-CGC) – Cor Smeenk (Netherlands) - Inias Smit (Belgium) – Robert Textoris (EWC Secretary) – Yohan Thiebaux (France, CGT) – Thierry Vanestrenvord (France, CFDT).

DOCUMENTS INCORPORATED

TO ENGIE'S GLOBAL FRAMEWORK AGREEMENT

Document 1 – GLOBAL HEALTH & SAFETY AGREEMENT

Document 2 – COMPOSITION AND OPERATION OF THE WORLD FORUM

GLOBAL AGREEMENT ON HEALTH & SAFETY

OF THE ENGIE GROUP

PREAMBLE

One of the objectives of the signatories of the ENGIE global agreement of 16 November 2010 on fundamental rights, social dialogue and sustainable development was to continue the social dialogue, and in particular to achieve global agreements on specific issues, including health and safety.

The ENGIE global framework agreement was renegotiated in 2021. This agreement on health and safety has been updated and incorporated as an annex of the aforementioned agreement.

The signatories of this agreement therefore resolve to define and implement some fundamental principles regarding health and safety at work within ENGIE companies, and to the fullest extent possible, within the ENGIE supply chain and sphere of influence[12].

Health and safety for all is at the heart of the ENGIE's human and social project. The Group's ambition is to get each and every person - Director, Manager, Employee, Service Provider - to play a proactive role in their health and safety and in that of others.

This fundamental requirement was formalised on 23 February 2010 through the signature of an European Group Agreement which sets out the fundamental health and safety principles, backed by a Group Action Plan, on 5-year time frame,, which identifies concrete actions to be carried out over that period.

ENGIE and the Global Union Federations have expressed the wish to strengthen and extend these initial commitments by giving them a global dimension, through this agreement.

[12] See the OECD Guidelines for Multinational Corporations, and the UN Guiding Principles on Business and Human Rights for references to the sphere of influence concept. As examples, ENGIE's sphere of influence could include: partnerships, co-production agreements, suppliers and/or vendors, and contractors and sub-contractors of any of these

PART 1 : SCOPE OF APPLICATION

The legal scope of application of this Agreement on the fundamental principles governing health and safety is global. This agreement supplements and is based on, but does not supersede or nullify, the European Group Agreement of 23 February 2010 (and any subsequent revisions) which continues to apply in Europe. It is therefore applicable to all ENGIE sites and operations, and globally consolidated subsidiaries within the ENGIE consolidation scope. To the fullest extent possible it is also applicable to sites and operations within ENGIE's sphere of influence, without any geographical restrictions.

PART 2 : PRINCIPLES

The promotion and maintenance of the highest degree of physical, mental and social well-being of workers in all occupations and the prevention amongst workers of departures from health[13] caused by their working conditions[14] is based on respect for eight (8) basic principles :

1. Taking risks into account in any decision-making process

   Prior to any decision (project, acquisition, investment, operations, large-scale organisation, contract with a client, etc.) it is important to identify the hazards and assess risks in order to control them.

   All Group processes, and in particular procurement processes, must also take into account risk aspects as an overriding criterion.

   People's health and safety must prevail over continuity of services.

   Risk assessment and control decisions must always take into account the appreciations of those who face the risk. Adequate resources must be allocated to identify the hazards and control risks to meet health and safety commitments.

2. Participatory approach to the prevention of hazardous situations

   Accident and occupational diseases prevention[15] is based on the recognition that the number of accidents, incidents, particularly of high potential severity, malfunctions and hazardous situations are linked.
   Identifying hazardous situations and adopting preventive and corrective measures requires joint and active participation from management, health and safety experts, employees and their trade unions (or where none such exist, with the most

[13] For example : accident and illness

[14] The definition is from the ILO/WHO joint definition of occupational health. Hazard refers to the inherent properties of something, while risk refers to the extent of exposure to a hazard and the likelihood that it will cause harm

[15] The Group's Health & Safety rule n°3 lays out the minimum requirements for effective management of accidents and incidents linked to the activities of ENGIE entities and aims to prevent them reoccurring through a detailed analysis of the causes and targeted communication

representative body or organisation according to country)[16] in order to achieve a sustainable reduction in the number of hazardous situations and behaviours. The joint analysis of accidents, occupational diseases, incidents and dangerous situations by these various groups of people must lead to the search for and the treatment of the underlying causes, which can be technical, organisational, human and/or which related to the work environment.

3. Promotion of a climate of trust and dialogue

   The involvement expected from each and every one requires the promotion of a climate of trust and dialogue whereby all employees are encouraged to join forces to eliminate hazards wherever possible, reduce risks, and build a real shared integrated health and safety culture.
   Employee motivation is developed through encouragement of proposals for prevention and training, and recognition of successful ones.

   In this spirit, identifying mistakes is a source of progress. In most cases, they are caused by organisational and human factors.
   Moreover, the Group undertakes to assist any employee who may be held legally responsible for health and safety aspects relating to his work, in consultation with the employee concerned.

4. Classification of prevention

   This undertaking consists, in order of priority, of:

   - eliminating hazards at their source,
   - reducing the probability of occurrence of the undesirable event through preventive measures aimed at limiting risk exposure to a level in line with the principle of ALARP - As Low As Reasonably Practicable,
   - creating collective protection mechanisms (e.g. engineering controls) to reduce the potential seriousness of the undesirable event,
   - wearing personal protective equipment.

5. Intercomparison, sharing and feedback provision

   Internal and external comparison (benchmarking[17]) as well as the provision of feedback enable the identification and sharing of good practices as well as the development of our capacity to act when it comes to prevention. These take into account the analysis of accidents, incidents, industrial malfunctions, hazardous situations and health hazards. Other quantitative or qualitative indicators as discussed with the “Extended Reference Group on health & safety Committee” may also be observed and subject to audit.

[16] ENGIE undertakes to involve the employee representative bodies in the analysis of hazards, risks and accidents, regardless of the applicable national legislation

[17] While recognizing the limitations of statistics and audits, benchmarking needs to be carried out using auditable Group indicators in order to allow entities to compare themselves appropriately, with a view to achieving real improvement

6. A prevention and protection level to our service providers[18] equivalent to that of our employees

   Service providers and external workers contribute to the quality of our activities and to the safety of our processes. We therefore need to define health and safety conditions that are in line with our requirements in writing, promote them together, and ensure they are carried out.

   In order to limit risks, we will look, in particular, at limiting the number of levels of subcontracting.

7. Compliance with regulations and internal rules

   Compliance with local regulations is mandatory. Moreover, the Group's internal rules apply to all entities irrespective of where they are located or their circumstances. They impose a minimum level which may be higher than local requirements.

   These regulations, rules and instructions must be known, understood, and complied with by all of those who need to apply them.

   Mistakes can be punished as such if, after in-depth analysis, they are found to be intentional and/or recurrent.

8. Crisis management preparation

   Each entity, regardless of its size, prepares, jointly with the employee representatives, an internal emergency plan ensuring business continuity, as long as employees' health and safety are not at risk, which must include:

   - alert and evacuation procedures,
   - necessary resources to cater to and control all foreseeable emergency situations,
   - organisation of crisis management including a business continuity plan.

   The operational nature of internal emergency plans must be checked regularly through appropriate drills. Feedback on these drills and on actual incidents or accidents will enhance the continuous improvement process.

PART 3 : SUPPORT POINTS

The prevention approach is based on the involvement of managers and of each and every one, on dialogue between employees and management, on a management and communication system. It must encourage a strengthened shared culture with regard to group health and safety.

Article 3.1 : Involvement of managers

[18] The Group's Health & Safety rules n°1 and 2 respectively, set out the minimum Group-wide requirements for when a temporary worker is hired or when certain activities are trusted to a business external to the Group

Managers' commitment[19] in the field of health and safety consists in particular of :

- ensuring that the work environment is sound and safe through hazard identification, risk assessment and control, and monitoring,
- facilitating a strong internal responsibility system that clarifies and formalises the roles and responsibilities of each and every one integrating social dialogue with employees and their trade unions (or where none such exist, with the most representative body or organisation according to country),
- allocating work in such a way as to ensure the adequacy of skills and the organisation of workload,
- taking direct operational responsibility for safety with the support of experts,
- preparing procedures, disseminating them, ensuring they are properly understood, and monitoring their application through all appropriate measures[20],
- training and developing expertise:
    - of line managers in health and safety management,
    - of the personnel in risk assessment and in the application of the related procedures,
- informing of all personnel on their rights:
    - to receive information and training about the hazards of their work and how to perform it safely;
    - to refuse to perform or to shut down unsafe work where there are reasonable grounds to believe that the work in question endangers health or safety;
    - to play a full and meaningful role in the internal responsibility system, notably via the Joint Health and Safety Committee (or where none such exist, with the most representative body or organisation according to country),
- mobilising employees, individually and collectively, as part of a participatory approach to continuous improvement and maintenance of best practices,
- leading by example in terms of behaviour, professionalism, rigour,
- demonstrating commitment through regular presence in the field and at team level,
- suspending or discontinuing an activity if it cannot be carried out in accordance with the required health and safety conditions,
- Integrating, assisting and supporting disabled employees and those who return to activity after an accident or illness.

Article 3.2: *Involvement of each and everyone*

Health and safety requires everyone's participation, irrespective of their position within the company[21]. In practice, this consists of:

[19] The Group's Health & Safety rule n°6 instates compulsory annual evaluations for managers on their level of commitment, their results and those of their teams in the area of Health and Safety

[20] The Group's Health & Safety rule n°5 sets out the minimum requirements for the implementation of a system of work permits.

[21] The employee representative bodies and trade unions play a key role in improving health and safety for all stakeholders in the business.

- building a strong internal responsibility system integrating social dialogue with employees and their trade unions (or where none such exist, with the most representative body or organisation according to country),
- respecting the rights of workers to know about workplace hazards, and to refuse or shut down unsafe work,
- understanding and applying rules and procedures,
- actively participating in training and education courses, to develop the knowledge and skills necessary for evaluating risks and applying the related instructions,
- making sure that the hazards of each activity have been properly identified and the risks assessed and controlled before each intervention. In the event of serious and imminent danger, stopping the activity immediately,
- actively ensuring his own health and safety and that of others,
- raising awareness of both hazardous situations and good practices,
- taking initiative and proposing improvements.

Article 3.3: *Dialogue between employees and management*

Health and safety are common issues of corporate cohesion which require a willingness of all parties to enter into dialogue and consultation.

At Group level, an “Extended Reference Group on health and safety ” will be composed of management representatives, not more than eight (8), and of eight (8) worker representatives, if possible from ENGIE subsidiaries.

The worker representatives will normally be drawn from the following organizations: IndustriALL Global Union (2), Public Services International (2), Building and Woodworkers International (2), and 2 from the European “Health & Safety Steering Committee”. By mutual agreement the organizations appointing the eight worker representatives will seek to have representation from all geographic regions of ENGIE operation, and to include at least three (3) women.

The “Extended Reference Group on health and safety ” ’s role is to see to it that the commitments and principals in this agreement are fulfilled, and suggest actions for improvement.

It monitors performance in terms of health and safety, in compliance with legal provisions and the standards and recommendations from the International Labour Organisation, and can pass their suggestions to ENGIE Health & Safety management.

Twice a year, the members of the “Extended Reference Group on health and safety” will be informed of activities and significant events.

Once a year, the Health and Safety ENGIE Management will present a summary of health and safety activities and results to the “Extended Reference Group on health & safety ”, and at the annual World Forum meeting, in particular regarding the implementation of this agreement’s principles and commitments.

Locally in each entity, Joint Health and Safety Committees, made up of employee representatives and their trade unions (or where none such exist, with the most representative organisations according to country) and management representatives with the support of occupational doctors and of experts in the field of health and safety, monitor health and safety results, and are involved in identifying hazardous situations, planning and following up on preventive measures.

Article 3.4 : Medium Term Action Plan and Communication

In order to take into account ENGIE’s activities and location, a medium-term Health and Safety action plan (over five years) will be implemented by major geographical area and/or type of activity. The follow-up will be done each year during the Annual World Forum meeting.

As part of the development of social dialogue, the works of the “Extended Reference Group on health & safety ” as well as the objectives set will be systematically shared with representatives of Global Union Federations at the annual meeting of the World Forum in the presence of General Management. Information will be forwarded at least one month prior to the meeting of the World Forum.

After these discussions, the Health & Safety Department of ENGIE will inform Health & Safety Managers of each of the Group's Business Units of the analyses, comments and recommendations from the “Extended Reference Group on health & safely” .

Moreover, it is essential to have a bidirectional communication. It must promote:

- knowledge:
  - of health and safety policy,
  - of the objectives sought,
  - and of results,
- the sharing of feedback and of internal and external good practices.

Communication must be transparent, concrete, positive, participative, in order to consolidate the health and safety culture. It must allow a response to all Health and Safety questions brought up by staff.

ENGIE also communicates on risk prevention or reduction with its clients, its service providers and more generally with third parties concerned by its facilities and activities. Communication

must extend to all clients who are users of its products and services and to the public concerned.

PART 4 : SPECIFIC PROGRESS GOALS

Through this global agreement, ENGIE undertakes in particular to achieve the following progress goals :

- Eradication of fatal accidents having a causal link with the Group's activities[22].
- Continuous reduction of the number of accidents at work while maintaining attention on the quality of statistics and guarding against unintended consequences (e.g. reduced reporting to meet the target).
- Continuous improvement of health at work[23] by phasing out products containing substitutable toxic substances, in particular CMR substances (chemicals classified as carcinogenic, mutagenic or toxic to reproduction).

In addition, the signatories are aware of the issues that sub-contracting activities involve in terms of health and safety, both for employees of the concerned companies and for third parties.

Given that recourse to sub-contracting is particularly significant in the construction phase of industrial and infrastructural projects, ENGIE undertakes that, for each of these projects[24], which are in rapid international expansion, a health and safety procedure will be established ensuring that :

- an assessment is carried out of the risks involved at each phase of the project: launch, planning, implementation, closing and transfer,
- local health and safety regulations are identified and complied with,
- that clauses of contracts with sub-contractors include health and safety requirements to be complied with,
- the final approval includes criteria for the acceptance and inspection of Health and Safety aspects.

PART 5 : FINAL PROVISIONS

The “Extended Reference Group on Health and Safety ” is responsible for monitoring the Agreement in accordance with the conditions laid down in Article 3.3 and for defining the indicators as well as the terms to monitor and control.

[22] ENGIE drew up 9 “Life-saving rules” that are at the heart of a system in which each person has a role to play and which aims for zero fatal or serious accidents.

[23] The Group’s Health & Safety rule n°7 sets out the minimum requirements that the whole Group’s entities should respect in order to protect and preserve, at medium and long term, health and safety of our Group’s employees and our service providers

[24] The Group’s Health & Safety rule n°9 sets out the minimum requirements in terms of Health & Safety for all Group’s entities as part of their projects.

This agreement will be translated into all relevant languages. However, only the original version in English (the signed version) is considered to be authoritative. Questions relating to the interpretation of this agreement are the sole prerogative of the “Extended Reference Group on Health and Safety ”.

This agreement will come into effect on 13 May 2014 and is entered into for an unlimited period. It may be revised in accordance between ENGIE Management and at least 2 of the Global unions who signed it.

It may be terminated with advance notice from any party respecting a deadline of six months. In case of termination, the signatories agree to meet within this period of termination (six months) seeking to replace this agreement by an amended version.

This agreement is signed in 5 originals. Each Global Unions signatory will have an original copy.

Paris, 13 May 2014

COMPOSITION AND OPERATION OF THE WORLD FORUM

I - Composition

The World Forum referred to in Article 1 of Part IV of this agreement is chaired by the CEO of ENGIE SA or his/her duly authorised representative.

The forum is made up of:

- A representative from each of the Global Union Federations that have signed the agreement;
- Representatives of Group employees appointed from among the affiliated trade unions of the Global Union Federations that have signed the agreement;
- Representatives of Group Management.

The members of the forum representing ENGIE staff must be employees of a company that ENGIE controls either directly or indirectly. These members shall come from a country where ENGIE has a significant presence.

The composition of employee representation takes into account the geographic footprint of the Group.

- **For France:** four members appointed by the representative trade unions within the scope of the Group;
- **For the rest of Europe**: five representatives;
- **For the Americas**: two representatives;
- **For the Middle East**: one representative;
- **For Africa:** one representative;
- **For Asia Pacific:** one representative.

The Secretary of the European Works Council is an ex officio member of the World Forum.

That is a total of 18 members representing Group employees and the Global Union Federations.

Management representatives are appointed by the Executive Vice President in charge of Human Resources. Their number cannot exceed five people.

The forum may invite experts or third parties to take part in its sessions for specific items on the agenda.

II - Operation

The World Forum operates according to the following principles:

- **Annual meetings:**

The World Forum meets face-to-face once a year for a plenary meeting. Depending on the agenda, plenary meetings are held over a maximum of two days. Each plenary meeting is preceded by a one-day preparatory meeting between the members of the forum. Similarly, a debriefing session may be organised between forum members after the plenary meeting. Management does not attend either the preparatory meetings or the debriefs.

A second plenary meeting lasting a maximum of one day may be organised by videoconference between two face-to-face meetings. This meeting will also be preceded by a preparatory meeting between forum members, without Management present.

- **Contact Group:**

A contact group will be made up of the forum's Chairperson or his/her representative, the Secretary (see below) and representatives of the signatory Global Union Federations. The purpose of this contact group is to:

- Facilitate discussions between ENGIE Management and the World Forum,
- Prepare the agendas,
- Provide information and ad hoc communications on the Group between meetings of the World Forum.

The discussions will be held by videoconference at least two months before the World Forum is held.

- **Secretary**

At the first plenary meeting, a World Forum Secretary is elected from among the forum members representing Group employees. The Secretary is elected for the duration of the agreement. They are responsible for representing the forum to Management, preparing meetings within the framework of the contact group, and coordinating the work of the members.

Only the members in attendance can vote. The election takes place by majority vote. In the event of a tie, there will be a second round of voting. In the event of another tie, a draw is organised.

If the Secretary position becomes vacant, a new election will be held at the next session of the World Forum. In the meantime, the Secretary of the EWC takes over.

The Secretary has a time credit of ten days per year to carry out their assignment (actual paid working time).

- **Allotted time**

The employee representatives appointed as members of the World Forum are allocated the following resources in terms of time:

	Circumstances	Allotted days
Member of the World Forum	Preparation of each plenary meeting	1 day per plenary
	Plenary meeting of the World Forum	2 days max per face-to-face plenary 1 day max per videoconference plenary
	Debriefing of the World Forum meeting (if necessary)	1 day per plenary
Secretary	Preparation of the agenda and preparatory work for each World Forum Coordination of work	10 days per year

Travel time to get to the World Forum meeting is in addition to these resources.

- **Coverage of costs**

Group Management shall assume the costs associated with monitoring the agreement (World Forum meetings, videoconferences, interpretation and translations). The cost of transport to travel to meetings of the World Forum are the responsibility of the companies to which the forum members belong.

- **Working languages**

Written documents are sent out in French and English before the preparatory sessions of the World Forum plenary meetings.

If necessary, to ensure continuity with the work of the SNB, a third language may exceptionally be used.

Simultaneous interpretation will be provided in the languages of the members of the World Forum for preparatory, plenary and debriefing meetings.

- **Venue for meetings of the World Forum**

Plenary meetings will be held at the Group headquarters in Paris (France).