

Final Terms dated 9 April 2025



ENGIE

Issue of CHF 200,000,000 1.655 per cent. Fixed Rate Green Senior Notes due 11 April 2033

under the Euro 40,000,000,000

Euro Medium Term Note Programme

Legal Entity Identifier: LAXUQCHT4FH58LRZDY46

MIFID II product governance / Professional investors, eligible counterparties and retail clients in Switzerland 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 published by ESMA on 3 August 2023, as determined by the manufacturers, has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients in Switzerland only (for the avoidance of doubt, no retail clients in the European Economic Area shall be targeted), each as defined in Directive 2014/65/EU (as amended, “**MiFID II**”); and (ii) all channels for distribution of the Notes to eligible counterparties, professional clients and retail clients in Switzerland only 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. For the avoidance of doubt, distribution to retail clients domiciled in Switzerland is permissible.

PROHIBITION OF SALES TO EEA RETAIL CLIENTS - 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 client in the European Economic Area (“**EEA**”). For these purposes, a retail client 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 (EU) 2016/97, as amended, 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 “**PRIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail clients in the EEA has been or will be prepared and therefore offering or selling the Notes or otherwise making them available to any retail client in the EEA may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL CLIENTS - 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 client in the United Kingdom (the “**UK**”). For these purposes, a retail client means a person who is one (or both) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (“**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as 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 EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail clients in the UK has been or will be prepared and therefore offering or selling the Notes or otherwise making them available to any retail client in the UK may be unlawful under the UK PRIIPs Regulation.

Swiss Public Offer: For the avoidance of doubt, investors are informed that the Notes will be offered to the public in Switzerland only.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the “Terms and Conditions of the Senior Notes” set forth in the Base Prospectus dated 3 June 2024 which has received approval no. 24-192 from the *Autorité des marchés financiers* (the “AMF”) on 3 June 2024 and the first supplement to it dated 21 August 2024 which has received approval no. 24-375 from the AMF on 21 August 2024, the second supplement to it dated 19 December 2024 which has received approval no. 24-529 from the AMF on 19 December 2024, the third supplement to it dated 4 March 2025 which has received approval no. 25-060 from the AMF on 4 March 2025 and the fourth supplement to it dated 18 March 2025 which has received approval no. 25-073 from the AMF on 18 March 2025, which together constitute a base prospectus for the purposes of the Regulation (EU) 2017/1129, as amended (the “**Prospectus Regulation**”) (the “**Base Prospectus**”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and article 64 of the Swiss Financial Services Act of 15 June 2018 (the “**FinSA**”) and must be read in conjunction with the Base Prospectus as so supplemented and the Swiss prospectus dated 9 April 2025 (including all documents incorporated by reference therein), prepared in connection with the public offering in Switzerland, admission to trading and listing of the Notes on SIX Swiss Exchange Ltd. (“**SIX Swiss Exchange**”) (together with the Base Prospectus, the “**Swiss Prospectus**”) in order to obtain all the relevant information. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Swiss Prospectus.

The Base Prospectus, the supplements to the Base Prospectus and the Final Terms are available for viewing on the website of ENGIE (www.engie.com) and printed copies may be obtained from ENGIE at 1, place Samuel de Champlain, 92400 Courbevoie, France. Copies of the Swiss Prospectus as well as the documents incorporated therein by reference may be obtained from BNP Paribas (Suisse) SA, Esplanade de Pont-Rouge 9A, 1212 Grand-Lancy, Switzerland or may be obtained upon request by e-mail to (ch_cm_legal@bnpparibas.com).

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| 1. | Issuer: | ENGIE |
| 2. | (i) Series Number: | 120 |
| | (ii) Tranche Number: | 1 |
| 3. | Specified Currency or Currencies: | Swiss Francs (“ CHF ”) |
| 4. | Aggregate Nominal Amount: | |
| | (i) Series: | CHF 200,000,000 |
| | (ii) Tranche: | CHF 200,000,000 |
| 5. | Issue Price: | 100 per cent. |
| 6. | Specified Denomination: | CHF 5,000 |
| 7. | (i) Issue Date: | 11 April 2025 |
| | (ii) Interest Commencement Date: | Issue Date |
| 8. | Maturity Date: | 11 April 2033 |
| 9. | Interest Basis: | 1.655 per cent. <i>per annum</i> Fixed Rate
(further particulars specified below) |
| 10. | Redemption Basis: | Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at 100 per cent. of their nominal amount |

11.	Change of Interest Basis:	Not Applicable
12.	Put/Call Options:	Not Applicable
13.	(i) Status of the Notes:	Senior Notes
	(ii) Date of Board approval for issuance of Notes obtained:	Resolution of the Board of Directors (<i>Conseil d'Administration</i>) of the Issuer dated 18 December 2024 and decision of Mrs. Catherine MacGregor in her capacity as <i>Directrice Générale</i> of the Issuer dated 24 March 2025.

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14.	Fixed Rate Note Provisions	Applicable
	(i) Rate of Interest:	1.655 per cent. <i>per annum</i> payable annually in arrear on each Interest Payment Date
	(ii) Interest Payment Date(s):	11 April in each year from and including 11 April 2026 to and including the Maturity Date
	(iii) Fixed Coupon Amount:	CHF 82.75 per Note of CHF 5,000 Specified Denomination
	(iv) Broken Amount(s):	Not Applicable
	(v) Day Count Fraction:	30/360
	(vi) Determination Dates:	Not Applicable
15.	Floating Rate Note Provisions	Not Applicable
16.	Zero Coupon Note Provisions	Not Applicable
17.	Inflation Linked Interest Note Provisions	Not Applicable

PROVISIONS RELATING TO REDEMPTION

18.	Call Option	Not Applicable
19.	Make-Whole Redemption by the Issuer	Not Applicable
20.	Residual Maturity Call Option	Not Applicable
21.	Put Option	Not Applicable
22.	Change of Control Put Option	Not Applicable
23.	Clean-up Call Option	Not Applicable
24.	Final Redemption Amount of each Note	CHF 5,000 per CHF 5,000 Specified Denomination
25.	Inflation Linked Notes – Provisions relating to the Final Redemption Amount	Not Applicable
26.	Early Redemption Amount	

(i) Early Redemption Amount(s) of each Note payable on redemption for taxation reasons (Condition 6(i)) or for illegality (Condition 6(m)):	CHF 5,000 per CHF 5,000 Specified Denomination
(ii) Redemption for taxation reasons permitted on days others than Interest Payment Dates (Condition 6(i)):	Yes
(iii) Unmatured Coupons to become void upon early redemption (Materialised Bearer Notes only) (Condition 7(f)):	Not Applicable
(iv) Early Redemption Amount in respect of Inflation Linked Notes	Not Applicable

GENERAL PROVISIONS APPLICABLE TO THE NOTES

27. Form of Notes:

Bearer Dematerialised Notes:

The Notes are issued in uncertificated and dematerialised book-entry form.

For the purpose of this Series only, Condition 1 of the Terms and Conditions of the Senior Notes shall be amended and replaced as follows:

"The Aggregate Nominal Amount of the Notes of CHF 200,000,000 is divided into Notes with a denomination of CHF 5,000 (five thousand Swiss francs) per Note (the "**Specified Denomination**").

The Notes are issued outside France in uncertificated and dematerialised book-entry form, registered with the Intermediary (as defined below) and held as intermediated securities (the "**Intermediated Securities**") (*Bucheffekten*) in accordance with the Swiss Federal Intermediated Securities Act ("**FISA**") (*Bucheffektengesetz*).

Neither a global certificate nor definitive securities or any other certificate representative of the Notes will be issued in respect of the Notes, and the Terms and Conditions shall be construed accordingly.

The Notes will be created by the Issuer as uncertificated and dematerialised securities. The Notes will then be entered into the main register (*Hauptregister*) of SIX SIS Ltd ("**SIS**") or any other intermediary in Switzerland recognised for such purposes by SIX Swiss Exchange (SIS or such other intermediary, the "**Intermediary**"). Once the Notes are registered in the main register (*Hauptregister*) of the Intermediary, and the Intermediary has credited the respective rights to securities accounts of the relevant participants with the Intermediary, the Notes will constitute Intermediated Securities.

The records of the Intermediary will determine the number of Notes held through each participant in that Intermediary. In respect of the Notes held in the form of Intermediated Securities, the holders of the

Notes (the "**Noteholders**") will be the persons holding the Notes in a securities account which is in their name, or in the case of intermediaries holding the Notes for their own account in a securities account which is in their name.

So long as the Notes remain registered with the Intermediary, the Notes may only be transferred or otherwise disposed of in accordance with the provisions of the FISA, *i.e.* by the entry of the transferred Notes in a securities account of the transferee.

Neither the Issuer nor the Noteholders shall at any time have the right to effect or demand the conversion of the uncertificated and dematerialised Notes into, or the delivery of, a permanent global note or definitive Notes.

Subject to the below provision, no printing of Notes in definitive form will occur.

If (i) the Swiss Principal Paying Agent deems the printing of Notes in definitive form and, if applicable, coupons for the payment of interest or premium amount ("**Coupons**") to be necessary or useful, or (ii) the presentation of securities in definitive form or, if applicable, Coupons is required by Swiss or foreign laws in connection with the enforcement of rights (including in cases of bankruptcy, consolidation or reorganization of the Issuer), the Swiss Principal Paying Agent shall determine the form of such definitive Notes and, if applicable, Coupons as well as any necessary technical changes required to these Terms and Conditions.

For the purposes of these Final Terms, references in the Terms and Conditions to "Euroclear France Account Holder", "account holder" or "Account Holder", as the case may be, shall be construed as references to the Intermediary."

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| (i) | Form of Dematerialised Notes: | Bearer dematerialised form (<i>au porteur</i>) (see item above) |
| (ii) | Registration Agent | Not Applicable |
| (iii) | Temporary Global Certificate: | Not Applicable |
| (iv) | Applicable TEFRA exemption: | D Rules, in accordance with Swiss practice |
| 28. | Financial Centre(s) (Condition 7(h)): | Zurich, T2 |
| 29. | Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): | Not Applicable |
| 30. | Details relating to Instalment Notes: | Not Applicable |
| 31. | Redenomination, renominatisation and reconventioning provisions: | Not Applicable |
| 32. | Consolidation provisions: | Not Applicable |
| 33. | Meeting and Voting Provisions (Condition 11): | Contractual Masse

The Representative shall be: |

MASSQUOTE S.A.S.U.
RCS 529 065 880 Nanterre
33, rue Anna Jacquin
92100 Boulogne Billancourt
France
Represented by its Chairman

The Representative will be entitled to a remuneration of €450 (VAT excluded) per year, payable on each Interest Payment Date with the first payment at the Issue date.

The Representative will exercise its duty until its dissolution, resignation or termination of its duty by a general assembly of Noteholders or until it becomes unable to act. Its appointment shall automatically cease on the Maturity Date, or total redemption prior to the Maturity Date.

34. Governing Law:

The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with, French law.

35. Additional other terms:

1. Condition 7(a) of the Terms and Conditions of the Senior Notes shall be amended, in relation to this Series of Notes only, by the addition of the following paragraph at the end of such Condition 7(a):

“The Issuer shall make all payments of principal and interest due under the Notes to the Swiss Principal Paying Agent in accordance with the Supplemental Agency Agreement, the Final Terms and Terms and Conditions of the Notes. The receipt by the Swiss Principal Paying Agent (or any successor) of the due and punctual payment of funds in Swiss Francs (CHF) in Geneva, in the manner provided by the Terms and Conditions and these Final Terms shall release the Issuer from its obligations under the Notes and Coupons for the payment of interest and principal due on the relevant Interest Payment Date and on the Maturity Date to the extent of such payment.

Except to the extent required by law, payments of principal and/or interest under the Notes shall be made in freely disposable Swiss Francs, without collection costs in Switzerland and without any restrictions and whatever the circumstances may be, irrespective of nationality, domicile or residence of the Noteholders or Couponholders and without requiring any certification, affidavit or the fulfilment of any other formality.”

2. Condition 7(e) of the Terms and Conditions of the Senior Notes shall be amended, in relation to this Series of Notes only, by the addition of the following paragraph at the end of such Condition 7(e):

“So long as the Notes are listed on SIX Swiss Exchange, the Issuer will maintain a paying agent for the Notes having a specified office in Switzerland and all references in the Terms and Conditions to the

Paying Agents shall, where applicable, for the purposes of the Notes only, be construed as references to the Swiss Principal Paying Agent and will at no time include a paying agent having a specified office outside Switzerland, unless permitted by applicable law. Any reference in the Conditions to the “Fiscal Agent” shall, so far as the context permits, be deemed to be a reference to the Swiss Principal Paying Agent.”

3. Condition 8 of the Terms and Conditions of the Senior Notes shall be amended, in relation to this Series of Notes only, by the addition of the following paragraphs after Condition 8(b)(ii):

“(iii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any agreements between the European Union and other countries or territories or any law or other governmental regulation implementing or complying with, or introduced in order to conform to, such agreements; or

(iv) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any law or an agreement between Switzerland and other countries on withholding taxes levied by Swiss paying agents in respect of persons resident in the other country on income of such person on Notes booked or deposited with a Swiss paying agent.

(v) by reason of the holder of any Note or Coupon being domiciled or established, or receiving payments made under any such Note or Coupon in an account open, in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of article 238-0 A of French *Code Général des Impôts* other than States or territories mentioned in paragraph 2 bis, 2° of Article 238-0 A of the French *Code Général des Impôts* or by virtue of Article 238 A of the French *Code Général des Impôts*.”

4. Condition 15 of the Terms and Conditions of the Senior Notes shall be amended, in relation to this Series of Notes only, by the addition of the following at the end of Condition 15:

“(f) Notwithstanding the foregoing, so long as the Notes are listed on SIX Swiss Exchange and the rules of that exchange so require, all notices regarding the Notes, the Coupons and the Issuer (with respect to the Notes) shall be given by publication (i) on the internet website of SIX Swiss Exchange (currently: www.six-group.com/en/products-services/the-swiss-stock-exchange/market-data/news-tools/official-notices.html) or (ii) otherwise in accordance with the regulations of SIX Swiss Exchange. Any notices so given will be deemed to have been validly given on the date of such publication or if published more than once, on the first date of such publication.”

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for the issue of the Notes and admission to trading on SIX Swiss Exchange by ENGIE pursuant to its Euro 40,000,000,000 Euro Medium Term Note Programme for which purpose they are hereby submitted.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms.

Signed on behalf of ENGIE:

By: *Maxime SIMON*

A handwritten signature in black ink, appearing to be 'MS' or 'Maxime Simon', written over a horizontal line.

Duly authorised

PART B – OTHER INFORMATION

1. (i) **Listing and admission to trading:**

Application for listing of the Notes according to the Standard for Bonds on SIX Swiss Exchange will only be made subsequent to the Issue Date.

The Notes have been provisionally admitted to trading on SIX Swiss Exchange with effect from 11 April 2025.

The last trading day of the Notes is expected to be the second Zurich business day prior to the Maturity Date.
- (ii) **Estimate of total expenses related to admission to trading:**

Not Applicable
- (iii) **Information required for Notes to be listed on SIX Swiss Exchange:**
 - Listing/Trading information:
 - a) Trading Size and Ratio:

The Notes can only be traded in the Specified Denomination of CHF 5,000
 - b) First provisional Trading Day:

11 April 2025
 - c) Last Trading Day and Time:

Expected to be 5.00 pm CET time on the second Zurich business day prior to the Maturity Date.
 - Additional information:
 - a) Fees charged by the Issuer to the Noteholders post-issuance:

None
 - b) Name and address of the representative for purposes of article 58a of the Listing Rules of SIX Swiss Exchange:

BNP Paribas (Suisse) SA
Esplanade de Pont-Rouge 9A, 1212 Grand-Lancy, Switzerland
 - c) No material adverse change:

Save as disclosed in the Base Prospectus and the Swiss Prospectus, there has been no material adverse change, nor any event involving a prospective material adverse change in the financial and trading position

of the Issuer since the date of the Base Prospectus (as supplemented) and the Swiss Prospectus.

d) Swiss tax
information:

For Swiss tax information, Noteholders are advised to consult with their professional tax advisors as to the respective Swiss tax consequences of the purchase, ownership, disposition or redemption of Notes.

2. RATINGS

Ratings:

The Notes to be issued have been rated:

S&P: BBB+

Pursuant to S&P definitions, an obligation rated “BBB” exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to weaken the obligor’s capacity to meet its financial commitments on the obligation. Ratings from “AA” to “CCC” may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories.

Moody’s: Baa1

Pursuant to Moody’s definitions, obligations rated “Baa” are judged to be medium-grade and subject to moderate credit risk and as such may possess certain speculative characteristics. The addition of the modifier “1” indicates that the obligation ranks in the higher end of its generic rating category.

Fitch: BBB+

Pursuant to Fitch’s definitions, “BBB” ratings indicate that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate, but adverse business or economic conditions are more likely to impair this capacity. The modifiers “+” or “-” may be appended to a rating to denote relative status within major rating categories.

S&P, Moody’s and Fitch are established in the European Union and registered under Regulation (EC) No 1060/2009 (as amended, the “**CRA Regulation**”) and are included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the European Securities and Markets Authority’s website (<https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>).

S&P, Moody’s and Fitch are not established in the United Kingdom and have each not applied for registration under Regulation (EC) No 1060/2009 (as amended) as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**UK CRA Regulation**”), but are endorsed by S&P Global Ratings UK Limited, Moody’s Investors Service Limited and Fitch Ratings Limited, respectively, which are established in the United Kingdom, registered under the UK CRA Regulation and included in the list of credit rating agencies registered in accordance with the list of registered and certified

credit ratings agencies published on the website of the UK Financial Conduct Authority (<https://www.fca.org.uk/firms/credit-rating-agencies/applying-registration-certification>).

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save as discussed in “Subscription and Sale” in the Base Prospectus and in “Selling Restrictions” in the Swiss Prospectus, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The Lead Managers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.

4. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

Reasons for the offer: Green Bonds - It is the intention of the Issuer to use the net proceeds to fund Eligible Green Projects, as defined in the Green Financing Framework (https://www.engie.com/sites/default/files/assets/documents/2023-06/20230613_Engie_Green_Framework%20%28VDEF%29.pdf).

See “Use of Proceeds” wording in Base Prospectus and Swiss Prospectus.

Estimated net amount of the proceeds: CHF 199,470,000

5. YIELD

Indication of yield: 1.655 per cent. *per annum*

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield

6. OPERATIONAL INFORMATION

ISIN: CH1400000035

Swiss security number (Valoren number): 140.000.003

Common Code: 304875399

Any clearing system(s) other than Euroclear France, Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): SIX SIS Ltd.

Delivery: Delivery against payment – customary SIS settlement and payment procedures are applicable

Names and addresses of Swiss Principal Paying Agent: For the purposes of this Series of Notes only, the Issuer has, pursuant to a Supplemental Agency Agreement dated 9 April 2025 appointed BNP Paribas (Suisse) SA as the Swiss Principal Paying Agent with its registered office located at the following address:

BNP Paribas (Suisse) SA, Esplanade de Pont-Rouge 9A, 1212 Grand-Lancy, Switzerland

For the purpose of the Notes only, any reference in the Terms and Conditions of the Senior Notes to the “Fiscal Agent”, or “Paying Agent” shall be deemed to be references to the Swiss Principal Paying Agent.

7. DISTRIBUTION

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| (i) Method of distribution: | Syndicated |
| (ii) If syndicated: | |
| (A) Names of the Lead Managers: | BNP Paribas (Suisse) SA
Commerzbank Aktiengesellschaft,
Deutsche Bank Aktiengesellschaft,
acting through Deutsche Bank AG Zurich Branch |
| (B) Date of Subscription Agreement: | 9 April 2025 |
| (C) Stabilisation Manager(s) if any: | Not Applicable |
| (iii) If non-syndicated, name and address of Dealer: | Not Applicable |
| (iv) Total commission and concession: | 0.25 per cent. of the Aggregate Nominal Amount |
| (iv) US Selling Restrictions (Categories of potential investors to which the Notes are offered): | Regulation S compliance category 2
TEFRA not applicable |