

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or both) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or (ii) a customer within the meaning of Directive (EU) 2016/97, 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 “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

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

MiFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of the manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer’s 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 manufacturer’s target market assessment) and determining appropriate distribution channels.

NOTIFICATION UNDER SECTION 309B(1)(c) OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE (THE “SFA”) – In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), the classification of the Notes as “prescribed capital markets products” (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Series no.: 3

Tranche no.: 1



ENGIE

(incorporated with limited liability in the Republic of France)

A\$3,000,000,000 Debt Issuance Programme

Issue of

**A\$400,000,000 Undated 6 Year Non-Call Deeply Subordinated Fixed Rate Resettable Notes
("Notes")**

The date of this Pricing Supplement is 22 June 2026.

This Pricing Supplement (as referred to in the Information Memorandum dated 16 March 2026 (“**Information Memorandum**”) issued by the Issuer) relates to the Tranche of Notes referred to above. It is supplementary to, and should be read in conjunction with, the terms and conditions of the Subordinated Notes contained in the Information Memorandum (“**Conditions**”), the Information Memorandum and the Note Deed Poll dated 22 December 2025 made by the Issuer. Unless otherwise indicated, terms defined in the Conditions have the same meaning in this Pricing Supplement.

This Pricing Supplement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Notes or the distribution of this Pricing Supplement in any jurisdiction where such action is required.

The particulars to be specified in relation to the Tranche of Notes referred to above are as follows:

1	Issuer	:	ENGIE
2	Status of the Notes	:	Undated Subordinated Notes
3	Type of Notes	:	Resettable Notes
4	Method of Distribution	:	Syndicated Issue
5	Joint Lead Managers	:	<p>Deutsche Bank AG, Sydney Branch (ABN 13 064 165 162)</p> <p>The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch (ABN 65 117 925 970)</p> <p>Mizuho Securities Asia Limited (ABN 14 603 425 912)</p> <p>MUFG Securities Asia Limited (ABN 80 169 329 453)</p> <p>Westpac Banking Corporation (ABN 33 007 457 141)</p>
6	Dealers	:	<p>Deutsche Bank AG, Sydney Branch</p> <p>The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch</p> <p>Mizuho Securities Asia Limited</p> <p>MUFG Securities Asia Limited</p> <p>Westpac Banking Corporation</p>
7	Registrar	:	Citigroup Pty Limited (ABN 88 004 325 080)
8	Issuing and Paying Agent	:	Citigroup Pty Limited
9	Calculation Agent	:	Citigroup Pty Limited
10	If fungible with an existing Series	:	Not Applicable
11	Principal Amount of Tranche	:	A\$400,000,000
12	Issue Date	:	24 June 2026
13	Issue Price	:	100.000% of the Principal Amount of Tranche
14	Currency	:	A\$
15	Denomination	:	<p>A\$10,000, provided that the aggregate consideration payable for the issue and transfer of Notes in Australia will be at least A\$500,000 (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act.</p> <p>The aggregate consideration payable for the issue and transfer of Notes outside of Australia will be at least A\$200,000.</p>

16	Maturity Date	:	Undated Notes
17	Condition 8.7 (Interest Deferral) – Optional Interest Payment	:	Applicable
18	Condition 6 (Fixed Rate Notes)	:	Not Applicable
19	Condition 6.4 (Interest on Resettable Notes)	:	Applicable
	Initial Interest Rate	:	6.481% per annum, payable semi-annually in arrear
	First Reset Interest Rate	:	The Reset Rate specified below plus the relevant Margin for the First Reset Period, payable semi-annually in arrear
	Reset Rate	:	Mid-Swap Rate, where: <p>“Mid-Swap Rate” means, in relation to a Reset Period and the Reset Determination Date in relation to such Reset Period, the semi-annual mid-swap rate for a term of 5 years, as displayed on Bloomberg Page IAUS10 (or its replacement page) (“Reset Screen Page”), and adjusted on a quarterly basis by referencing the three-month vs six-month basis swap of 5 years on Bloomberg Page IAUS15 (or its replacement page) as at 11.00 am (Sydney time) determined by the Calculation Agent on such Reset Determination Date. In the event that such mid-swap rate does not appear on the Reset Screen Page on the relevant Reset Determination Date at approximately that time, the Mid-Swap Rate will be the Reset Reference Bank Rate determined by the Calculation Agent on the Reset Determination Date;</p> <p>“Reset Determination Date” means the second Business Day prior to the relevant Reset Date;</p> <p>“Reset Reference Bank Rate” means, in relation to a Reset Period and the Reset Determination Date, the Mid-Swap Rate offered by the Reset Reference Banks to prime banks at approximately 11.00 am (Sydney time), requested by the Calculation Agent to the Reset Reference Banks at 11.00 am (Sydney time) on the Reset Determination Date and provided that:</p> <p>(a) if at least three quotations are so provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest);</p> <p>(b) if only two quotations are so provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations provided; and</p> <p>(c) if only one quotation or no quotations are provided, the Reset Reference Bank Rate will be the last rate for prime bank eligible securities having a tenor closest to the Reset Period; and</p> <p>“Reset Reference Banks” means four leading dealers in the Sydney interbank or foreign exchange market selected by the Calculation Agent after consultation with the Issuer.</p>
	Subsequent Reset Interest Rate	:	The Reset Rate plus the relevant Margin for the Subsequent Reset Period, payable semi-annually in arrear

Margin	:	For the period:
		(a) from (and including) the First Reset Date to (but excluding) 24 June 2037 (the “ First Step-up Date ”), 2.000% per annum (the “ Initial Margin ”);
		(b) from (and including) the First Step-up Date to (but excluding) 24 June 2052 (the “ Second Step-up Date ”), the Initial Margin plus 0.250% per annum; and
		(c) from (and including) the Second Step-up Date, the Initial Margin plus 1.000% per annum.
Interest Commencement Date	:	Issue Date
Interest Payment Dates	:	24 June and 24 December in each year, commencing on 24 December 2026, up to, and including, the relevant Redemption Date, in each case subject to adjustment for payment purposes only in accordance with the Business Day Convention specified below
First Reset Date	:	24 June 2032
Second Reset Date	:	24 June 2037, being the date that falls on the fifth anniversary of the First Reset Date
Subsequent Reset Date	:	Each date that falls on the fifth anniversary of the previous Reset Date
Business Day Convention	:	Following Business Day Convention
Day Count Fraction	:	RBA Bond Basis
Relevant Financial Centre	:	Sydney and Paris, such that a Business Day includes a day (other than a Saturday or Sunday or public holiday) on which commercial banks are open for general banking business in Sydney and Paris
20	Condition 7 (Floating Rate Notes)	: Not Applicable
21	Condition 9.2(a) (Early redemption following a Gross-Up Event)	: Applicable
	Redemption Amount	: 100.00% of the outstanding principal amount of the Notes and any interest accrued on it (including, where applicable, any Arrears of Interest and any Additional Interest Amount) to (but excluding) the Redemption Date
	Minimum / maximum notice period for early redemption following a Gross-Up Event	: As per Condition 9.2(a) (“Early redemption following a Gross-Up Event”)
22	Condition 9.2(b) (Early redemption following a Withholding Tax Event)	: Applicable
	Redemption Amount	: 100.00% of the outstanding principal amount of the Notes and any interest accrued on it (including, where applicable, any Arrears of Interest and any Additional Interest Amount) to (but excluding) the Redemption Date
	Minimum / maximum notice period for early redemption following a Withholding Tax Event	: As per Condition 9.2(b) (“Early redemption following a Withholding Tax Event”)

- 23 Condition 9.2(c) (Early redemption following a Tax Deductibility Event) : Applicable
- Redemption Amount : Where the Redemption Date falls:
- (a) prior to the First Redemption Date (as defined below), 101.00% of the outstanding principal amount of the Notes; or
 - (b) on or after the First Redemption Date (as defined below), 100.00% of the outstanding principal amount of the Notes,
- in each case, together with any interest accrued on it (including, where applicable, any Arrears of Interest and any Additional Interest Amount) to (but excluding) the Redemption Date.
- Minimum / maximum notice period for early redemption following a Tax Deductibility Event : As per Condition 9.2(c) (“Early redemption following a Tax Deductibility Event”)
- 24 Condition 9.3 (Early redemption following an Accounting Event) : Applicable
- Redemption Amount : Where the Redemption Date falls:
- (a) prior to the First Redemption Date (as defined below), 101.00% of the outstanding principal amount of the Notes; or
 - (b) on or after the First Redemption Date (as defined below), 100.00% of the outstanding principal amount of the Notes,
- in each case, together with any interest accrued on it (including, where applicable, any Arrears of Interest and any Additional Interest Amount) to (but excluding) the Redemption Date.
- Minimum / maximum notice period for early redemption following an Accounting Event : As per Condition 9.3 (“Early redemption following an Accounting Event”)
- 25 Condition 9.4 (Early redemption following a Capital Event) : Applicable
- Redemption Amount : Where the Redemption Date falls:
- (a) prior to the First Redemption Date (as defined below), 101.00% of the outstanding principal amount of the Notes; or
 - (b) on or after the First Redemption Date (as defined below), 100.00% of the outstanding principal amount of the Notes,
- in each case, together with any interest accrued on it (including, where applicable, any Arrears of Interest and any Additional Interest Amount) to (but excluding) the Redemption Date.
- Minimum / maximum notice period for early redemption following a Capital Event : As per Condition 9.4 (“Early redemption following a Capital Event”)

- 26 Condition 9.5 (Early redemption following an Acquisition Event) : Not Applicable
- 27 Condition 9.6 (Early redemption at the option of the Issuer (Issuer call)) : Applicable, all (but not some only) of the Notes are redeemable at the option of the Issuer under Condition 9.6 (“Early redemption at the option of the Issuer (Issuer call)”)
- Early Redemption Date(s) (Call) : Any date during the period commencing on (and including) 24 March 2032 (the “**First Redemption Date**”) and ending on (and including) the First Reset Date (such period, the “**Residual Redemption Period**”) or any Interest Payment Date after the First Reset Date (each such date, a “**Par Call Date**”)
- Minimum / maximum notice period for exercise of Issuer call : As per Condition 9.6 (“Early redemption at the option of the Issuer (Issuer call)”)
- Relevant conditions to exercise of Issuer call : As per Condition 9.6 (“Early redemption at the option of the Issuer (Issuer call)”)
- Redemption Amount : 100.00% of the outstanding principal amount of the Notes and any interest accrued on it (including, where applicable, any Arrears of Interest and any Additional Interest Amount) to (but excluding) the Redemption Date
- 28 Condition 9.7 (Early redemption at the option of the Issuer (Make-Whole call)) : Applicable, all (but not some only) of the Notes are redeemable at the option of the Issuer under Condition 9.7 (“Early redemption at the option of the Issuer (Make-Whole call)”)
- Early Redemption Date(s) (Make-Whole) : Any date other than a date falling during the Residual Redemption Period or on any Par Call Date
- Minimum / maximum notice period for exercise of Make-Whole call : As per Condition 9.7 (“Early redemption at the option of the Issuer (Make-Whole call)”)
- Relevant conditions to exercise of Make-Whole call : As per Condition 9.7 (“Early redemption at the option of the Issuer (Make-Whole call)”)
- Make-Whole Redemption Amount : An amount equal to the greater of:
- (a) 100% of the outstanding principal amount of the Notes at the Redemption Date; and
- (b) the present value of the Notes being redeemed at the Redemption Date, calculated as being the sum of the present values of the outstanding principal amount of the Notes and remaining scheduled payments of interest on the Notes until:
- (i) if the Redemption Date occurs prior to the First Redemption Date, the First Redemption Date; or
- (ii) if the Redemption Date occurs after the First Redemption Date, the Par Call Date immediately succeeding the Redemption Date,
- discounted to the Redemption Date on an annual basis (assuming a 365-day year) at the Reinvestment Rate,

where:

“**Reinvestment Rate**” means, in respect of the Notes, the semi-quarterly coupon-matched asset swap rate expressed as a percentage per annum determined by the Make-Whole Calculation Agent, plus 0.500%; and

“**Make-Whole Calculation Agent**” means a financial institution authorised as an authorised deposit-taking institution in Australia under the Banking Act 1959 of Australia which has been appointed,

		from time to time, by the Issuer for the purposes of calculating the Make-Whole Redemption Amount and notified to the Noteholders and the other Agents.
29	Condition 9.8 (Residual Maturity Call)	: Not Applicable
30	Condition 9.9 (Clean-Up Call)	: Applicable, the Notes are redeemable at the option of the Issuer under Condition 9.9 ("Clean-Up Call")
	Early Redemption Date(s) (Clean-Up Call)	: As set out in the notice given in accordance with Condition 9.9 ("Clean-Up Call")
	Clean-Up Call Percentage	: 75%
	Minimum / maximum notice period for exercise of Clean-Up Call	: As per Condition 9.9 ("Clean-Up Call")
	Redemption Amount	: 100.00% of the outstanding principal amount of the Notes and any interest accrued on it (including, where applicable, any Arrears of Interest and any Additional Interest Amount) to (but excluding) the Redemption Date
31	Default Rate	: Not Applicable
32	Additional Conditions	: Not Applicable
33	Clearing System	: Austraclear System.
		Interests in the Notes may also be traded through Euroclear and Clearstream, Luxembourg as described on page 11 of the Information Memorandum
34	ISIN	: AU3CB0336576
35	Common Code	: 341920132
36	Use of proceeds	: An amount equal to the net proceeds of the issue of the Notes will be used for the Issuer's general corporate purposes
37	Selling Restrictions	: The section entitled " <i>Selling restrictions</i> " in the Information Memorandum is supplemented as set out in the Schedule to this Pricing Supplement
38	Singapore Sales to Institutional Investors and Accredited Investors only	: Applicable
39	Listing	: Not Applicable

40 Credit ratings

: The Notes to be issued are expected to be rated:

Baa3 by Moody's France SAS

BBB- by S&P Global Ratings Europe Limited

BBB by Fitch Ratings Ireland Limited

A credit rating is not a recommendation to buy, sell or hold Notes and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.

Credit ratings are for distribution only to a person who is (a) not a "retail client" within the meaning of section 761G of the Corporations Act and is also a person in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act, and (b) otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Pricing Supplement and anyone who receives this Pricing Supplement must not distribute it to any person who is not entitled to receive it.

The following paragraphs in italics do not form part of the Conditions of the Notes:

The Issuer intends (without thereby assuming a legal obligation), that if it redeems or repurchases any Notes (or any part thereof), it will so redeem or repurchase the relevant Notes (or any part thereof) only to the extent that such part of the aggregate principal amount of the Notes (or any part thereof) to be redeemed or repurchased as was categorised as equity by S&P Global Ratings (“S&P”) at the time of its issuance (“equity credit”) does not exceed such part of the net proceeds received by the Issuer or any Subsidiary of the Issuer on or prior to the date of such redemption or repurchase from the sale or issuance by the Issuer or such Subsidiary to third party purchasers (other than group entities of the Issuer) of securities which are assigned by S&P, as the case may be, an aggregate “equity credit” (or such similar nomenclature used by S&P from time to time) that is equal to or greater than the “equity credit” assigned to the relevant Notes (or any part thereof) to be redeemed or repurchased at the time of their issuance (but taking into account any changes in hybrid capital methodology or the interpretation thereof since the issuance of the relevant Notes), unless:

- (a) the long-term corporate rating (or such similar nomenclature then used by S&P) assigned by S&P to the Issuer is at least the same as or higher than the long-term corporate credit rating assigned to the Issuer on the date of the last additional hybrid issuance (excluding any refinancing transaction of the hybrid securities which were assigned a similar “equity credit” by S&P (or such similar nomenclature then used by S&P) and the Issuer is of the view that such rating would not fall below this level as a result of such redemption or repurchase; or*
- (b) in the case of repurchase or redemption, taken together with other relevant repurchases or redemptions of hybrid securities of the Issuer, such repurchase or redemption is of less than (i) 10% of the aggregate hybrid capital outstanding in any period of 12 consecutive months or (ii) 25% of the hybrid capital outstanding in any period of 10 consecutive years, provided that such repurchase or redemption has no materially negative effect on the Issuer’s credit profile; or*
- (c) the relevant Notes are redeemed pursuant to a Capital Event, an Accounting Event, a Tax Deductibility Event, a Withholding Tax Event or a Gross-Up Event; or*
- (d) the relevant Notes are not assigned an “equity credit” by S&P (or such similar nomenclature then used by S&P) at the time of such redemption or repurchase; or*
- (e) in the case of a redemption or repurchase, such redemption or repurchase relates to an aggregate principal amount of Notes which is less than or equal to the excess (if any) above the maximum aggregate principal amount of the Issuer’s hybrid capital to which S&P then assigns equity content under its prevailing methodology; or*
- (f) such redemption or repurchase occurs on or after the Second Step-up Date.*

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Confirmed

For and on behalf of

ENGIE

A handwritten signature in blue ink, consisting of a stylized 'J' and 'M' intertwined, followed by a horizontal line extending to the right.

By: Jean-Marc TURCHINI
Head of Corporate Finance

Date: 22 June 2026

SCHEDULE

The section of the Information Memorandum entitled “*Selling restrictions*” is supplemented by the following Canadian selling restrictions:

“Canada

The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if the Information Memorandum or the Pricing Supplement (including any amendments or supplements thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for particulars of these rights or consult with a legal advisor.”