

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.: 2

Tranche no.: 1



ENGIE

(incorporated with limited liability in the Republic of France)

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

Issue of

A\$300,000,000 6.100% Fixed Rate Senior Notes due 24 June 2036
(“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 Senior 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 | : | Senior Notes |
| 3 | Type of Notes | : | Fixed Rate Notes |
| 4 | Method of Distribution | : | Syndicated Issue |
| 5 | Joint Lead Managers | : | Deutsche Bank AG, Sydney Branch (ABN 13 064 165 162)

The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch (ABN 65 117 925 970)

Mizuho Securities Asia Limited (ABN 14 603 425 912)

MUFG Securities Asia Limited (ABN 80 169 329 453)

Westpac Banking Corporation (ABN 33 007 457 141) |
| 6 | Dealers | : | Deutsche Bank AG, Sydney Branch

The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch

Mizuho Securities Asia Limited

MUFG Securities Asia Limited

Westpac Banking Corporation |
| 7 | Registrar | : | Citigroup Pty Limited (ABN 88 004 325 080) |
| 8 | Issuing and Paying Agent | : | Citigroup Pty Limited |
| 9 | Calculation Agent | : | Not Applicable |
| 10 | If fungible with an existing Series | : | Not Applicable |
| 11 | Principal Amount of Tranche | : | A\$300,000,000 |
| 12 | Issue Date | : | 24 June 2026 |
| 13 | Issue Price | : | 100.000% of the Principal Amount of Tranche |
| 14 | Currency | : | A\$ |
| 15 | Denomination | : | 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.

The aggregate consideration payable for the issue and transfer of Notes outside of Australia will be at least A\$200,000. |

16	Maturity Date	:	24 June 2036
17	Condition 6 (Fixed Rate Notes)	:	Applicable
	Fixed Coupon Amount	:	A\$305.00 payable semi-annually in arrear per A\$10,000 in principal amount
	Interest Rate	:	6.100% 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 Maturity Date, in each case subject to adjustment for payment purposes only in accordance with the Business Day Convention specified below
	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
18	Condition 7 (Floating Rate Notes)	:	Not Applicable
19	Events of default	:	As set out in Condition 13.1 ("Events of Default in respect of Notes").
20	Condition 9.3 (Early redemption at the option of Noteholders (Noteholder put))	:	Not Applicable
21	Condition 9.4 (Early redemption at the option of Noteholders upon a Change of Control (Change of Control Put))	:	Not Applicable
22	Condition 9.5 (Early redemption at the option of the Issuer (Issuer call))	:	Not Applicable
23	Condition 9.6 (Early redemption at the option of the Issuer (Make-Whole call))	:	Applicable, all or some of the Notes are redeemable before their Maturity Date at the option of the Issuer under Condition 9.6 ("Early redemption at the option of the Issuer (Make-Whole call)")
	Early Redemption Date(s) (Make-Whole)	:	Any date after the Issue Date until (but excluding) the Residual Maturity Call Option Date
	Minimum / maximum notice period for exercise of Make-Whole call	:	As per Condition 9.6 ("Early redemption at the option of the Issuer (Make-Whole call)")
	Relevant conditions to exercise of Make-Whole call	:	As per Condition 9.6 ("Early redemption at the option of the Issuer (Make-Whole call)")

Make-Whole Redemption Amount	:	<p>An amount equal to the greater of:</p> <p>(a) 100% of the outstanding principal amount of the Notes at the Redemption Date; and</p> <p>(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 the Residual Maturity Call Option Date (as defined below), discounted to the Redemption Date on an annual basis (assuming a 365-day year) at the Reinvestment Rate,</p> <p>where:</p> <p>“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 0.350%; and</p> <p>“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.</p>	
24	Condition 9.7 (Early redemption following an Acquisition Event)	:	Not Applicable
25	Condition 9.8 (Residual Maturity Call)	:	Applicable, the Notes are redeemable before their Maturity Date at the option of the Issuer under Condition 9.8 (“Residual Maturity Call”)
	Residual Maturity Call Option Date	:	As from 26 March 2036, being 90 calendar days before the Maturity Date
	Minimum / maximum notice period for exercise of Residual Maturity Call	:	As per Condition 9.8 (“Residual Maturity Call”)
	Redemption Amount	:	As per Condition 9.8 (“Residual Maturity Call”)
26	Condition 9.9 (Clean-Up Call)	:	Applicable, the Notes are redeemable before their Maturity Date 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	:	As per Condition 9.9 (“Clean-Up Call”)
27	Minimum / maximum notice period for early redemption for taxation purposes	:	As per Condition 9.2 (“Early redemption for taxation reasons”)
28	Default Rate	:	Not Applicable
29	Additional Conditions	:	Not Applicable

- 30 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
- 31 ISIN : AU3CB0336568
- 32 Common Code : 341920035
- 33 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
- 34 Selling Restrictions : The section entitled "*Selling restrictions*" in the Information Memorandum is supplemented as set out in the Schedule to this Pricing Supplement
- 35 Singapore Sales to Institutional Investors and Accredited Investors only : Applicable
- 36 Listing : Not Applicable
- 37 Credit ratings : The Notes to be issued are expected to be rated:
- Baa1 by Moody's France SAS
- BBB+ by S&P Global Ratings Europe Limited
- A- 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 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' followed by a horizontal line.

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.”