Ordinary shares, $1.00 par value per share

441,562,995

Class

Outstanding at April 24, 2023

Indicate the number of shares outstanding of each of the issuer’s classes of common stock, as of the latest practicable date.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised

Emerging growth company

☐

Non-accelerated filer

☐

Smaller reporting company

☐

Large accelerated filer

☒

Accelerated filer

☐

Exchange Act.

growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging

T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-

90 days. Yes ☒ No ☐

preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the

Ordinary shares, $1.00 par value per share

FTI

New York Stock Exchange

Title of each class

Trading Symbol

Name of each exchange on which registered

Securities registered pursuant to Section 12(b) of the Act:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Registrant’s telephone number, including area code)

+1 281-591-4000

(Addresses of principal executive offices)

(Zip Codes)

United States of America

77044

Houston, Texas

One Subsea Lane

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

United Kingdom

98-1283037

(Exact name of registrant as specified in its charter)

TechnipFMC plc

Commission File Number: 001-37983

For the transition period from \_\_\_\_\_ to \_\_\_\_\_ .

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

or

For the quarterly period ended March 31, 2023

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

FORM 10-Q

Washington, D.C. 20549

SECURITIES AND EXCHANGE COMMISSION

UNITED STATES

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except to the extent required by law.

our forward-looking statements after the date they are made, whether as a result of new information, future events or otherwise,

forward-looking statements, which speak only as of the date hereof. We undertake no obligation to publicly update or revise any of

and our inability to obtain sufficient bonding capacity for certain contracts. We caution you not to place undue reliance on any

weather conditions and unfavorable currency exchange rates; risk in connection with our defined benefit pension plan commitments;

unfavorable findings by relevant tax authorities; potential departure of our key managers and employees; adverse seasonal and

as an English public limited company; uninsured claims and litigation against us; tax laws, treaties and regulations and any

corruption, taxation, privacy, data protection and data security; the additional restrictions on dividend payouts or share repurchases

protection, climate change, health and safety, labor and employment, import/export controls, currency exchange, bribery and

have operated; our failure to comply with existing and future laws and regulations, including those related to environmental

construction projects for vessels and manufacturing facilities; potential liabilities inherent in the industries in which we operate or

cyber-attacks; risks of pirates endangering our maritime employees and assets; any delays and cost overruns of new capital asset

failure or breach of our IT infrastructure or that of our subcontractors, suppliers or joint venture partners, including as a result of

price contracts; our failure to timely deliver our backlog; our reliance on subcontractors, suppliers and our joint venture partners; a

expectations regarding ESG matters; uncertainties related to our investments in New Energy business; the risks caused by fixed-

indebtedness; the risks caused by our acquisition and divestiture activities; additional costs or risks from increasing scrutiny and

existing and future indebtedness and the restrictions on our operations by terms of the agreements governing our existing

of the countries in which we conduct business; the refusal of DTC to act as depository agency for our shares; the impact of our

unfavorable credit and commercial terms of certain contracts; disruptions in the political, regulatory, economic and social conditions

new technologies and services for our New Energy business; the cumulative loss of major contracts, customers or alliances and

our inability to develop, implement and protect new technologies and services and intellectual property related thereto, including

competitive factors in our industry, including ongoing industry consolidation; the COVID-19 pandemic and any resurgence thereof;

unpredictable trends in the demand for and price of crude oil and natural gas; competition and unanticipated changes relating to

ended December 31, 2022 and Part II, Item 1A, “Risk Factors” and elsewhere of this Quarterly Report on Form 10-Q, including

looking statements include those set forth in Part I, Item 1A, “Risk Factors” of our Annual Report on Form 10-K for the fiscal year

projections. Known material factors that could cause actual results to differ materially from those contemplated in the forward-

assumptions that could cause actual results to differ materially from our historical experience and our present expectations or

All of our forward-looking statements involve risks and uncertainties (some of which are significant or beyond our control) and

when made, there can be no assurance that future developments affecting us will be those that we anticipate.

conditions and their potential effect on us. While management believes these forward-looking statements are reasonable as and

statements are based on our current expectations, beliefs and assumptions concerning future developments and business

The absence of these words, however, does not mean that the statements are not forward-looking. These forward-looking

“intend,” “foresee,” “should,” “would,” “could,” “may,” “estimate,” “outlook” and similar expressions, including the negative thereof.

operations or operating results. Forward-looking statements are often identified by the words “believe,” “expect,” “anticipate,” “plan,”

growth and recovery, growth of our new energies business and anticipated revenues, earnings, cash flows or other aspects of our

Exchange Act of 1934, as amended (the “Exchange Act”). Forward-looking statements usually relate to future events, market

as defined in Section 27A of the United States Securities Act of 1933, as amended, and Section 21E of the United States Securities

This Quarterly Report on Form 10-Q of TechnipFMC plc (the “Company,” “we,” “us,” or “our”) contains “forward-looking statements”

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

4

The accompanying notes are an integral part of the condensed consolidated financial statements.

Diluted

455.0

451.1

Basic

442.1

451.1

Weighted average shares outstanding (Note 5)

Basic and diluted

$

0.00

$

(0.13)

Total earnings (loss) per share attributable to TechnipFMC plc

Basic and diluted

$

0.00

$

(0.04)

Earnings (loss) per share from discontinued operations attributable to TechnipFMC plc

Basic and diluted

$

0.00

$

(0.09)

Earnings (loss) per share from continuing operations attributable to TechnipFMC plc

Net income (loss) attributable to TechnipFMC plc

$

0.4

$

(61.7)

Loss from discontinued operations

—

(19.4)

Income (loss) from continuing operations attributable to TechnipFMC plc

0.4

(42.3)

Net (income) from continuing operations attributable to non-controlling interests

(7.4)

(8.0)

Income (loss) from continuing operations

7.8

(34.3)

Provision for income taxes (Note 14)

37.4

28.5

Income (loss) before income taxes

45.2

(5.8)

Interest expense

(27.0)

(37.9)

Interest income

8.3

4.0

Income before net interest expense and income taxes

63.9

28.1

Loss from investment in Technip Energies (Note 9)

—

(28.5)

Income from equity affiliates (Note 9)

14.2

5.4

Other income (expense), net

(1.3)

40.8

Total costs and expenses

1,666.4

1,545.4

Impairment, restructuring and other expenses

0.6

1.0

Research and development expense

15.4

14.6

Selling, general and administrative expense

153.9

159.6

Cost of lease revenue

39.8

39.8

Cost of product revenue

654.7

499.3

Cost of service revenue

802.0

831.1

Costs and expenses

Total revenue

1,717.4

1,555.8

Lease revenue

54.2

45.0

Product revenue

795.1

614.1

Service revenue

$

868.1

$

896.7

Revenue

(In millions, except per share data)

2023

2022

March 31,

Three Months Ended

CONDENSED CONSOLIDATED STATEMENTS OF INCOME (UNAUDITED)

TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES

ITEM 1. FINANCIAL STATEMENTS

PART I — FINANCIAL INFORMATION

5

The accompanying notes are an integral part of the condensed consolidated financial statements.

(c)

Net of income tax expense of $1.0 million and $0.4 million for the three months ended March 31, 2023 and 2022, respectively.

(b)

Net of income tax expense of $4.6 million and income tax benefit of $2.1 million for the three months ended March 31, 2023 and 2022, respectively.

(a)

Net of income tax of nil for the three months ended March 31, 2023 and 2022.

Comprehensive income attributable to TechnipFMC plc

$

14.0 $

58.0

Comprehensive income attributable to non-controlling interest

(5.4)

(8.4)

Comprehensive income

19.4

66.4

Other comprehensive loss, net of tax

11.6

120.1

Net pension and other post-retirement benefits

(c)

0.3

2.9

Reclassification adjustment for amortization of net actuarial loss included in net income (loss)

2.2

3.0

Reclassification adjustment for amortization of prior service cost included in net income (loss)

0.1

0.1

Net (losses) arising during the period

(2.0)

(0.2)

Pension and other post-retirement benefits

Net losses on hedging instruments

(b)

(4.5)

(8.5)

Reclassification adjustment for net losses included in net income (loss)

1.6

6.4

Net losses arising during the period

(6.1)

(14.9)

Net gains (losses) on hedging instruments

Foreign currency translation adjustments

(a)

15.8

125.7

Net income (loss) attributable to TechnipFMC plc, including non-controlling interests

7.8

(53.7)

Net (income) from continuing operations attributable to non-controlling interests

(7.4)

(8.0)

Net income (loss) attributable to TechnipFMC plc

$

0.4 $

(61.7)

(In millions)

2023

2022

March 31,

Three Months Ended

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)

TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES

6

The accompanying notes are an integral part of the condensed consolidated financial statements.

Total liabilities and equity

$

9,577.8

$

9,444.3

Total equity

3,242.7

3,276.7

Non-controlling interests

41.9

36.5

Total TechnipFMC plc stockholders’ equity

3,200.8

3,240.2

Accumulated other comprehensive loss

(1,288.1)

(1,301.7)

Accumulated deficit

(5,009.5)

(5,010.0)

Capital in excess of par value of ordinary shares

9,056.8

9,109.7

2023 and 2022, respectively

441.6

442.2

Ordinary shares, $1.00 par value; 618.3 shares authorized in 2023 and 2022; 441.6 shares and 442.2 shares issued and outstanding in

Stockholders’ equity (Note 12)

Commitments and contingent liabilities (Note 13)

Total liabilities

6,335.1

6,167.6

Other liabilities

140.8

138.1

Derivative financial instruments (Note 15)

12.6

3.6

Accrued pension and other post-retirement benefits, less current portion

54.6

59.7

Deferred income taxes

58.2

55.5

Financing lease liabilities, less current portion

57.0

1.4

Operating lease liabilities, less current portion

748.5

735.7

Long-term debt, less current portion (Note 11)

1,005.7

999.3

Total current liabilities

4,257.7

4,174.3

Other current liabilities (Note 8)

484.2

560.9

Income taxes payable

104.7

96.7

Derivative financial instruments (Note 15)

385.3

346.6

Accrued payroll

172.5

175.6

Contract liabilities

1,172.6

1,156.4

Accounts payable, trade

1,413.2

1,282.8

Finance lease liabilities

1.8

51.9

Operating lease liabilities

138.4

136.1

Short-term debt and current portion of long-term debt (Note 11)

$

385.0

$

367.3

Liabilities and equity

Total assets

$

9,577.8

$

9,444.3

Other assets

128.1

126.5

Derivative financial instruments (Note 15)

10.1

7.2

Deferred income taxes

71.8

72.5

Intangible assets, net of accumulated amortization of $684.5 in 2023 and $663.8 in 2022

694.9

716.0

Finance lease right-of-use assets

56.4

51.6

Operating lease right-of-use assets

819.4

801.9

Property, plant and equipment, net of accumulated depreciation of $2,578.2 in 2023 and $2,255.5 in 2022

2,356.1

2,354.9

Investments in equity affiliates (Note 9)

339.1

325.0

Total current assets

5,101.9

4,988.7

Other current assets (Note 8)

531.0

455.0

Advances paid to suppliers

90.1

80.8

Income taxes receivable

128.4

125.3

Derivative financial instruments (Note 15)

339.7

282.7

Inventories, net (Note 7)

1,139.4

1,039.7

Contract assets, net of allowances of $1.6 in 2023 and $1.1 in 2022

1,221.5

981.6

Trade receivables, net of allowances of $34.0 in 2023 and $34.1 in 2022

1,129.5

966.5

Cash and cash equivalents

$

522.3

$

1,057.1

Assets

(In millions, except par value data)

2023

2022

March 31,

December 31,

CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)

TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES

7

The accompanying notes are an integral part of the condensed consolidated financial statements.

Cash and cash equivalents, end of period

$

522.3

$

1,203.0

Cash and cash equivalents, beginning of period

1,057.1

1,327.4

Change in cash and cash equivalents

(534.8)

(124.4)

Effect of changes in foreign exchange rates on cash and cash equivalents

(8.3)

14.4

Cash required by financing activities

(87.5)

(13.1)

Other financing activities

(15.4)

(5.1)

Share repurchases

(50.0)

—

Cash settlement for derivative hedging debt

(12.9)

—

Net decrease in short-term debt

(9.2)

(8.0)

Cash required by financing activities

Cash provided (required) by investing activities

(52.8)

203.7

Other investing activities

4.5

(7.5)

Proceeds from sale of investment in Technip Energies

—

238.5

Capital expenditures

(57.3)

(27.3)

Cash provided (required) by investing activities

Cash required by operating activities

(386.2)

(329.4)

Other non-current assets and liabilities, net

(6.0)

(17.9)

Other current assets and liabilities, net

(148.4)

(161.0)

Income taxes payable, net

12.8

1.8

Contract liabilities

14.3

(183.5)

Accounts payable, trade

123.3

(26.9)

Inventories, net

(94.7)

(15.9)

Trade receivables, net and Contract assets

(392.1)

(64.4)

Changes in operating assets and liabilities, net of effects of acquisitions

Other non-cash items, net

18.0

52.6

Income from equity affiliates, net of dividends received

(14.2)

(5.4)

Loss from investment in Technip Energies

—

28.5

Impairments

—

1.1

Depreciation and amortization

93.0

95.9

Adjustments to reconcile income (loss) from continuing operations to cash provided (required) by operating activities

Net loss from discontinued operations

—

19.4

Net income (loss)

$

7.8

$

(53.7)

Cash provided (required) by operating activities

(In millions)

2023

2022

Three Months Ended March 31,

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)

TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES

8

The accompanying notes are an integral part of the condensed consolidated financial statements.

Balance as of March 31, 2023

$

441.6 $

9,056.8 $

(5,009.5) $

(1,288.1) $

41.9 $

3,242.7

Other

—

—

0.1

—

—

0.1

Shares repurchased and cancelled

(3.3)

(46.7)

—

—

—

(50.0)

Share-based compensation

—

11.1

—

—

—

11.1

withheld for tax

2.7

(17.3)

—

—

—

(14.6)

Issuance of ordinary shares, net of shares

Other comprehensive income (loss)

—

—

—

13.6

(2.0)

11.6

Net income

—

—

0.4

—

7.4

7.8

Balance as of December 31, 2022

$

442.2 $

9,109.7 $

(5,010.0) $

(1,301.7) $

36.5 $

3,276.7

Balance as of March 31, 2022

$

452.2 $

9,169.1 $

(4,969.7) $

(1,185.3) $

24.1 $

3,490.4

Other

—

—

(4.2)

—

—

(4.2)

Share-based compensation

—

9.9

—

—

—

9.9

Issuance of ordinary shares

1.5

(1.6)

—

—

—

(0.1)

Other comprehensive income

—

—

—

119.7

0.4

120.1

Net income (loss)

—

—

(61.7)

—

8.0

(53.7)

Balance as of December 31, 2021

$

450.7 $

9,160.8 $

(4,903.8) $

(1,305.0) $

15.7 $

3,418.4

(In millions)

Shares

Ordinary Shares

Deficit

Income (Loss)

Interest

Equity

Ordinary

Value of

Accumulated

Comprehensive

controlling

Stockhold ers’

Excess of P ar

Accumulated Other

Non-

Total

Capital in

THREE MONTHS ENDED MARCH 31, 2023 and 2022

CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS’ EQUITY (UNAUDITED)

TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES

9

and included in Accounts payable were approximately $112.5 million and $101.8 million, respectively.

Statements of Cash Flows. As of March 31, 2023 and December 31, 2022, the amounts due to suppliers participating in the SCF

Consolidated Balance Sheets, and associated payments are included in operating activities within our Condensed Consolidated

All outstanding amounts related to suppliers participating in the SCF are recorded within Accounts payable, trade in our Condensed

based on the original invoice maturity dates and amounts.

and the terms of our payment obligations are not impacted by a supplier’s participation in the SCF. We agree to pay the SCF bank

participating suppliers negotiate their outstanding receivable directly with the SCF bank. We are not a party to those agreements

third-party financial institution which allows qualifying suppliers to sell their receivables from the Company to the SCF bank. These

We adopted the standard as of January 1, 2023. We facilitate a supply chain finance program (“SCF”) that is administered by a

forward information.

the balance sheet presentation of related amounts, the confirmed amount outstanding at the end of the period, and associated roll

The amendments require a buyer that uses supplier finance programs to make annual disclosures about the program’s key terms,

Supplier finance programs may also be referred to as reverse factoring, payables finance, or structured payables arrangements.

Finance Program Obligations," which is intended to enhance the transparency surrounding the use of supplier finance programs.

In September 2022, the Financial Accounting Standards Board (the “FASB”) issued ASU No. 2022-04, "Disclosure of Supplier

Recently Adopted Accounting Standards under GAAP

NOTE 2. NEW ACCOUNTING STANDARDS

Certain prior-year amounts have been reclassified to conform to the current year’s presentation.

the year ending December 31, 2023.

and trends in these condensed consolidated financial statements may not be representative of the results that may be expected for

for the periods presented. Revenue, expenses, assets and liabilities can vary during each quarter of the year. Therefore, the results

consisting of normal recurring adjustments necessary for a fair statement of our financial condition and operating results as of and

In the opinion of management, the accompanying unaudited condensed consolidated financial statements reflect all adjustments,

from our estimates.

financial statements and the reported amounts of revenue and expenses during the reporting period. Ultimate results could differ

principles requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the

Our accounting policies are in accordance with GAAP. The preparation of financial statements in conformity with these accounting

ended December 31, 2022.

together with our audited consolidated financial statements contained in our Annual Report on Form 10-K (“Form 10-K”) for the year

required by GAAP have been condensed or omitted. These unaudited condensed consolidated financial statements should be read

interim financial information. As permitted under those rules, certain footnotes or other financial information that are normally

accounting principles (“GAAP”) and the rules and regulations of the Securities and Exchange Commission (“SEC”) pertaining to

(“TechnipFMC,” the “Company,” “we,” “us,” or “our”) have been prepared in accordance with United States generally accepted

The accompanying unaudited condensed consolidated financial statements of TechnipFMC plc and its consolidated subsidiaries

NOTE 1. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES

10

Total revenue

$

1,387.6

$

329.8

$

1,289.1

$

266.7

Lease

7.5

46.7

12.0

33.0

Products

564.8

230.3

431.5

182.6

Services

$

815.3

$

52.8

$

845.6

$

51.1

(In millions)

Subsea

Technologies

Subsea

Technologies

Surface

Surface

March 31, 2023

March 31, 2022

Three Months Ended

Reportable segments

and 2022:

The following tables present total revenue by contract type for each reportable segment for the three months ended March 31, 2023

Total revenue

$

1,387.6

$

329.8

$

1,289.1

$

266.7

Middle East

36.4

84.7

3.3

57.6

Asia Pacific

71.9

17.9

221.5

23.6

Africa

210.5

9.7

183.1

8.5

North America

249.9

146.1

200.4

116.2

Europe and Central Asia

378.5

44.2

356.0

39.2

Latin America

$

440.4

$

27.2

$

324.8

$

21.6

(In millions)

Subsea

Technologies

Subsea

Technologies

Surface

Surface

March 31, 2023

March 31, 2022

Three Months Ended

Reportable segments

and 2022:

The following tables present total revenue by geography for each reportable segment for the three months ended March 31, 2023

Revenues are disaggregated by geographic location and contract types.

Disaggregation of Revenue

providing services to customers involved in the exploration and production of crude oil and natural gas.

The majority of our revenue is from long-term contracts associated with designing and manufacturing products and systems and

NOTE 3. REVENUE

applicable or were not expected to have a material impact on our financial statements.

We consider the applicability and impact of all ASUs. We assessed ASUs not listed above and determined that they either were not

updates to have a material impact on our condensed consolidated financial statements.

another reference rate expected to be discontinued because of reference rate reform. We do not anticipate the adoption of these

apply only to contracts, hedging relationships, and other transactions that reference the London interbank offered rate (“LIBOR”) or

clarifies the scope of Topic 848 and defers the sunset date of Topic 848 to December 31, 2024. The amendments in these updates

December 2022, issued ASU 2022-06, “Reference Rate Reform (Topic 848): Deferral of the Sunset Date of Topic 848” which

(Topic 848).” In addition, in January 2021, FASB issued ASU No. 2021-01, “Reference Rate Reform (Topic 848): Scope” and, in

In March 2020, the FASB issued ASU No. 2020-04, “Facilitation of the Effects of Reference Rate Reform on Financial Reporting

Recently Issued Accounting Standards under GAAP

11

Total order backlog

$

3,845.5

$

4,038.7

$

2,723.2

Surface Technologies

505.5

140.7

565.9

Subsea

$

3,340.0

$

3,898.0

$

2,157.3

(In millions)

2023

2024

Thereafter

The following table details the order backlog for each business segment as of March 31, 2023:

the order backlog through 2023 and 63.7% thereafter.

transaction price allocated to order backlog was $10.6 billion. TechnipFMC expects to recognize revenue on approximately 36.3% of

unfilled, confirmed customer orders is estimated at each reporting date. As of March 31, 2023, the aggregate amount of the

base transaction price, variable consideration and changes in transaction price. The transaction price of order backlog related to

services for which we have a material right but work has not been performed. Transaction price of the order backlog includes the

Remaining unsatisfied performance obligations (“RUPO” or “order backlog”) represent the transaction price for products and

Transaction Price Allocated to the Remaining Unsatisfied Performance Obligations

stage of completion that impacted revenue.

million and $12.2 million for the three months ended March 31, 2023 and 2022, respectively, from changes in the estimate of the

In addition, net revenue recognized from our performance obligations satisfied in prior periods had unfavorable impacts of $2.6

respectively.

was included in the contract liabilities balance as of December 31, 2022 and 2021 was $347.7 million and $112.9 million,

recognize increases the contract asset balance. Revenue recognized for the three months ended March 31, 2023 and 2022 that

liability balance outstanding at the beginning of the period until the revenue exceeds that balance. Any subsequent revenue we

In order to determine revenue recognized in the period from contract liabilities, we first allocate revenue to the individual contract

advance.

increase in our contract liabilities was driven from an overall portfolio and client mix enabling an acceleration of cash payments in

The increase in our contract assets from December 31, 2022 to March 31, 2023 was due to the timing of project milestones. The

Net contract assets (liabilities)

$

48.9

$

(174.8)

$

223.7

128.0

Contract liabilities

(1,172.6)

(1,156.4)

(16.2)

-1.4

Contract assets

$

1,221.5

$

981.6

$

239.9

24.4

(In millions)

2023

2022

$ change

% change

March 31,

December 31,

The following table provides information about net contract assets (liabilities) as of March 31, 2023 and December 31, 2022:

contract liabilities.

Contract Liabilities - We sometimes receive advances or deposits from our customers, before revenue is recognized, resulting in

uncompleted contracts are generally classified as current.

the passage of time. Amounts may not exceed their net realizable value. Costs and estimated earnings in excess of billings on

recognized over time and revenue recognized exceeds the amount billed to the customer, and right to payment is not just subject to

Contract Assets - Contract assets include unbilled amounts typically resulting from sales under long-term contracts when revenue is

recorded in the period in which they become probable.

uncompleted contracts (contract liabilities) on the condensed consolidated balance sheets. Any expected contract losses are

excess of billings on uncompleted contracts (contract assets), and billings in excess of costs and estimated earnings on

The timing of revenue recognition, billings and cash collections results in billed accounts receivable, costs and estimated earnings in

Contract Balances

12

(b)

Includes amounts attributable to non-controlling interests.

(a)

Corporate expense primarily includes corporate staff expenses, share-based compensation expenses, and other employee benefits.

Income (loss) before income taxes

$

45.2

$

(5.8)

(b)

Total corporate items

(44.0)

(63.5)

Net foreign exchange gains

2.1

28.4

Loss from investment in Technip Energies

—

(28.5)

Net interest expense

(18.7)

(33.9)

Corporate expense

(a)

(27.4)

(29.5)

Corporate items

Total segment operating profit

$

89.2

$

57.7

Surface Technologies

22.4

3.7

Subsea

$

66.8

$

54.0

Segment operating profit

Total segment revenue

$

1,717.4

$

1,555.8

Surface Technologies

329.8

266.7

Subsea

$

1,387.6

$

1,289.1

Segment revenue

(In millions)

2023

2022

March 31,

Three Months Ended

Segment revenue and segment operating profit were as follows:

Energies, net interest income (expense) associated with corporate debt facilities and income taxes.

segment operating profit (loss): corporate staff expense, foreign exchange gains (losses), income (loss) from investment in Technip

method investments is included in computing segment operating profit (loss). The following items have been excluded in computing

Segment operating profit (loss) is defined as total segment revenue less segment operating expenses. Income (loss) from equity

testing services.

technologically advanced high-pressure valves and fittings for oilfield service companies; and also provides flowback and well

involved in land and shallow water exploration and production of crude oil and natural gas; designs, manufactures and supplies

• Surface Technologies - designs and manufactures products and systems and provides services used by oil and gas companies

provides services used by oil and gas companies involved in offshore exploration and production of crude oil and natural gas.

• Subsea - designs and manufactures products and systems, performs engineering, procurement and project management, and

be allocated to the segment. We operate under two reporting segments, Subsea and Surface Technologies:

Officer, as our chief operating decision maker, reviews and evaluates operating performance to make decisions about resources to

the differences in the products and services we provide, which corresponds to the manner in which our Chair and Chief Executive

Management’s determination of our reporting segments was made on the basis of our strategic priorities within each segment and

NOTE 4. BUSINESS SEGMENTS

13

maturity debt securities consist of government bonds.

We manage our held-to-maturity debt securities using published credit ratings as a key credit quality indicator as our held-to-

purposes, or security deposits for lease arrangements.

Our loans receivable were related to sales of long-lived assets or businesses, loans to related parties for capital expenditure

We manage our receivables portfolios using published default risk as a key credit quality indicator for our loans and receivables.

NOTE 6. RECEIVABLES

Total

2.6

2.6

Performance shares

0.5

0.3

Restricted share units

0.7

0.7

Share option awards

1.4

1.6

(millions of shares)

2023

2022

March 31,

Three Months Ended

weighted average number of shares, because their effect would be anti-dilutive:

weighted average number of shares, where the assumed proceeds exceed the average market price from the calculation of diluted

Weighted average shares of the following share-based compensation awards were excluded from the calculation of diluted

shares from our share-based compensation awards was anti-dilutive.

For the three months ended March 31, 2022 we incurred a loss from continuing operations; therefore, the impact of 4.8 million

Basic and diluted

$

0.00 $

(0.13)

Total earnings (loss) per share attributable to TechnipFMC plc

Basic and diluted

$

0.00 $

(0.04)

Earnings (loss) per share from discontinued operations attributable to TechnipFMC plc

Basic and diluted

$

0.00 $

(0.09)

Earnings (loss) per share from continuing operations attributable to TechnipFMC plc

Basic and diluted earnings (loss) per share attributable to TechnipFMC plc:

Total shares and dilutive securities

455.0

451.1

Dilutive effect of performance shares

5.9

—

Dilutive effect of restricted stock units

7.0

—

Weighted average number of shares outstanding

442.1

451.1

Net income (loss) attributable to TechnipFMC plc

$

0.4 $

(61.7)

Loss from discontinued operations attributable to TechnipFMC plc

—

(19.4)

Income (loss) from continuing operations attributable to TechnipFMC plc

$

0.4 $

(42.3)

(In millions, except per share data)

2023

2022

March 31,

Three Months Ended

A reconciliation of the number of shares used for the basic and diluted earnings (loss) per share calculation was as follows:

NOTE 5. EARNINGS (LOSS) PER SHARE

14

Inventories, net

$

1,139.4

$

1,039.7

Finished goods

603.4

570.3

Work in process

169.8

152.0

Raw materials

$

366.2

$

317.4

(In millions)

2023

2022

March 31,

December 31,

Inventories consisted of the following:

NOTE 7. INVENTORIES

status.

Certain trade receivables are due in one year or less. We do not have any financial assets that are past due or are on non-accrual

Allowance for credit losses at March 31, 2022

$

38.5 $

1.3 $

0.2 $

2.1

Recoveries

(0.5)

—

—

—

Current period provision (release) for expected credit losses

0.9

0.2

(0.4)

(0.6)

Allowance for credit losses at December 31, 2021

$

38.1 $

1.1 $

0.6 $

2.7

(In millions)

receivables

assets

other

debt securities

Trade

Contract

receivable and

Held-to-maturity

Loans

Balance as of March 31, 2022

Allowance for credit losses at March 31, 2023

$

34.0

$

1.6

$

0.3

$

0.2

Recoveries

(0.6)

—

—

—

Current period provision (release) for expected credit losses

0.5

0.5

—

—

Allowance for credit losses at December 31, 2022

$

34.1

$

1.1

$

0.3

$

0.2

(In millions)

receivables

assets

other

debt securities

Trade

Contract

receivable and

Held-to-maturity

Loans

Balance as of March 31, 2023

The table below shows the roll forward of allowance for credit losses as of March 31, 2023 and 2022, respectively.

have low credit risk at the reporting date using available, reasonable and supportable information.

For loans receivable, held-to-maturity debt securities at amortized cost, we evaluate whether these securities are considered to

determine lifetime expected losses.

and adjust these historical credit loss trends for forward-looking factors specific to the debtors and the economic environment to

data. We develop loss-rate statistics on the basis of the amount written-off over the life of the financial assets and contract assets

For contract assets and trade receivables we have elected to calculate an expected credit loss based on loss rates from historical

Credit Losses

Total financial assets

$

67.2

$

67.2

cost

Moody’s rating B3

2021

15.8

Moody’s rating B3

2021

16.2

Debt securities at amortized

Loans receivables and other

Ba2

2020-2022

$

51.4

-Ba2

2020-2022

$

51.0

Moody’s rating A3 -

Moody’s rating Aa3

(In millions)

Credit rating

Year of origination

Balance

Credit rating

Year of origination

Balance

March 31, 2023

December 31, 2022

The table below summarizes the amortized cost basis of financial assets by years of origination and credit quality.

15

debts and our share of the guarantees was $428.0 million as of March 31, 2023.

Accordingly, TechnipFMC has not recognized a liability related to its guarantees. TechnipFMC and DOF, provide guarantees for the

reason that triggered cross default provisions ceased to exist and therefore waivers and consents are no longer required.

continue to service the credit facilities as per the terms of the agreements. As a result of the restructure within DOF Group, the

debt instruments were not enforceable as Dofcon and Techdof obtained waivers or consents from the lenders. Dofcon and Techdof

the new holding company of DOF Group. The lenders made no claims under the guarantees and the acceleration clauses within the

March 2023, DOF ASA completed the process of restructuring (unrelated and outside of the joint venture) and DOF Services AS is

ventures associated with the parent company guarantees provided by itself and its wholly owned subsidiary DOF Subsea. During

During 2022, DOF ASA underwent a bankruptcy process that triggered cross default provisions in the credit facilities of certain joint

Dofcon and Techdof, two 50%-50% legal entities owned in partnership with DOF Group have debts related to loans on its vessels.

investment using the equity method of accounting with results reported in our Subsea segment.

financial support from other parties. We are not the primary beneficiary of the VIE. As such, we have accounted for our 50%

Brazil. Dofcon is considered a VIE because it does not have sufficient equity to finance its activities without additional subordinated

collectively referred to as “Dofcon.” Dofcon provides Pipe-Laying Support Vessels (PLSVs) for work in oil and gas fields offshore

in 2006. Dofcon Brasil AS is a holding company, which owns and controls TechDof Brasil AS and Dofcon Navegacao Ltda,

Dofcon Brasil AS - is an affiliated company in the form of a joint venture between TechnipFMC and DOF Subsea and was founded

Our major equity method investments are as follows:

income from equity affiliates was $14.2 million and $5.4 million, respectively.

Our income from equity affiliates is included in our Subsea segment. During the three months ended March 31, 2023 and 2022, our

NOTE 9. INVESTMENTS

Total other current liabilities

$

484.2

$

560.9

Other accrued liabilities

104.9

138.0

Current portion of accrued pension and other post-retirement benefits

4.6

2.5

Provisions

8.3

9.1

Compensation accrual

19.1

70.8

Value-added tax and other taxes payable

63.5

65.3

Social security liability

68.8

70.9

Warranty accruals and project contingencies

99.7

87.6

Legal provisions

$

115.3

$

116.7

(In millions)

2023

2022

March 31,

December 31,

Other current liabilities consisted of the following:

Total other current assets

$

531.0

$

455.0

Other

30.4

23.6

Current financial assets at amortized cost

8.7

12.4

Held-to-maturity investments

15.6

15.1

Assets held for sale

18.6

18.6

Prepaid expenses

96.4

61.9

Withholding tax and other receivables

148.7

137.8

Value-added tax receivables

$

212.6

$

185.6

(In millions)

2023

2022

March 31,

December 31,

Other current assets consisted of the following:

NOTE 8. OTHER CURRENT ASSETS & OTHER CURRENT LIABILITIES

16

Total expenses

$

10.9

$

7.7

Others

2.3

4.6

Dofcon

$

8.6

$

3.1

(In millions)

2023

2022

March 31,

Three Months Ended

Expenses from related parties consisted of the following amounts:

Total revenue

$

6.1

$

3.3

Others

1.4

1.7

Dofcon

$

4.7

$

1.6

(In millions)

2023

2022

March 31,

Three Months Ended

Revenue from related parties consisted of the following amounts:

As of March 31, 2023 and December 31, 2022, we did not have material accounts payable outstanding with our related parties.

Total accounts receivable

$

8.2

$

17.9

Others

0.1

1.3

Dofcon

$

8.1

$

16.6

(In millions)

2023

December 31, 2022

March 31,

Accounts receivable due from related parties consisted of the following:

consolidated joint ventures, were as follows.

transactions with related parties, defined as entities related to our directors and main shareholders as well as the partners of our

Receivables, payables, revenues and expenses, which are included in our condensed consolidated financial statements for all

NOTE 10. RELATED PARTY TRANSACTIONS

investment.

amounts recognized include purchase price discounts on the sales of shares and fair value revaluation gains (losses) of our

For the three months ended March 31, 2022, we recognized $28.5 million loss related to our investment in Technip Energies. The

During 2022, we have fully divested our remaining ownership in Technip Energies.

Investment in Technip Energies

17

As of March 31, 2023, we were in compliance with all debt covenants.

interest expense over the term of the 2021 Notes, which approximates the effective interest method.

included in long-term debt in our condensed consolidated balance sheets. The deferred debt issuance costs are amortized to

$25.7 million of debt issuance costs in connection with issuance of the 2021 Notes. These debt issuance costs are deferred and are

subsidiaries and non-U.S. subsidiaries in Brazil, the Netherlands, Norway, Singapore and the United Kingdom. We incurred

senior unsecured obligations and are guaranteed on a senior unsecured basis by substantially all of our wholly owned U.S.

2021 Notes is paid semi-annually on February 1 and August 1 of each year, beginning on August 1, 2021. The 2021 Notes are

2021 Notes - On January 29, 2021, we issued $1.0 billion of 6.50% senior notes due 2026 (the “2021 Notes”). The interest on the

representations and warranties, covenants, events of default, mandatory repayment provisions and financial covenants.

1.50% to 2.50% for base rate loans, depending on a total leverage ratio. The Revolving Credit Facility is subject to customary

The applicable margin for borrowings under the Revolving Credit Facility ranges from 2.50% to 3.50% for Eurocurrency loans and

•

Euro-denominated loans bear interest on an adjusted rate linked to the Euro interbank offered rate.

London interbank offered rate (“Adjusted LIBOR”); and

•

U.S. dollar-denominated loans bear interest, at the Company’s option, at a base rate or an adjusted rate linked to the

currency:

Borrowings under the Revolving Credit Facility bear interest at the following rates, plus an applicable margin, depending on

Facility was $954.6 million.

As of March 31, 2023, there were $45.4 million of letters of credit outstanding, and our availability under the Revolving Credit

Availability of borrowings under the Revolving Credit Facility is reduced by the outstanding letters of credit issued against the facility.

interest expense over the term of the Revolving Credit Facility.

are included in other assets in our condensed consolidated balance sheets. The deferred debt issuance costs are amortized to

$34.8 million of debt issuance costs in connection with the Revolving Credit Facility. These debt issuance costs are deferred and

senior secured multi-currency Revolving Credit Facility, including a $450.0 million letter of credit sub-facility. We incurred

Revolving Credit Facility - On February 16, 2021, we entered into a credit agreement, which provides for a $1.0 billion three-year

Credit Facilities and Debt

Long-term debt

$

1,005.7

$

999.3

Less: current borrowings

385.0

367.3

Total debt

1,390.7

1,366.6

Unamortized debt issuance costs and discounts

(9.8)

(10.4)

Bank borrowings and other

404.2

394.9

3.75% 2013 Private placement notes due 2033

108.7

106.7

4.00% 2012 Private placement notes due 2032

108.7

106.7

4.00% 2012 Private placement notes due 2027

81.5

80.1

6.50% Senior notes due 2026

202.9

202.9

5.75% 2020 Private placement notes due 2025

217.4

213.5

3.15% 2013 Private placement notes due 2023

$

277.1

$

272.2

(In millions)

2023

2022

March 31,

December 31,

Long-term debt consisted of the following:

Overview

NOTE 11. DEBT

18

March 31, 2023

$

(1,159.9) $

(21.6) $

(106.6) $

(1,288.1) $

(11.8)

Other comprehensive income (loss), net of tax

17.8

(4.5)

0.3

13.6

(2.0)

income (loss), net of tax

(0.1)

1.6

2.3

3.8

—

Reclassification adjustment for net losses included in net

reclassifications, net of tax

17.9

(6.1)

(2.0)

9.8

(2.0)

Other comprehensive income (loss) before

December 31, 2022

$

(1,177.7) $

(17.1) $

(106.9) $

(1,301.7) $

(9.8)

March 31, 2022

$

(1,033.1) $

(25.8) $

(126.4) $

(1,185.3) $

(5.3)

Other comprehensive income (loss), net of tax

125.3

(8.5)

2.9

119.7

0.4

income (loss), net of tax

—

6.4

3.1

9.5

—

Reclassification adjustment for net losses included in net

reclassifications, net of tax

125.3

(14.9)

(0.2)

110.2

0.4

Other comprehensive income (loss) before

December 31, 2021

$

(1,158.4) $

(17.3) $

(129.3) $

(1,305.0) $

(5.7)

(In millions)

Translation

Hedging

Benefits

TechnipFMC plc

Interest

Currency

Post-Retirement

Loss Attributable to

to Non-Controlling

Foreign

and Other

Comprehensive

Loss Attributable

Defined Pension

Accumulated Other

Comprehensive

Accumulated Other

Accumulated other comprehensive income (loss) consisted of the following:

18.3 million ordinary shares could be subject to repurchase. All repurchased shares were immediately cancelled.

upon the remaining repurchase authority of $249.8 million and the closing stock price as of March 31, 2023, approximately

three months ended March 31, 2023 and an aggregate amount of $150.2 million of ordinary shares through March 31, 2023. Based

share repurchase program. Pursuant to this share repurchase program, we repurchased $50.0 million of ordinary shares during the

In July 2022, the Board of Directors authorized the repurchase of up to $400.0 million of our outstanding ordinary shares under our

NOTE 12. STOCKHOLDERS’ EQUITY

upon the local national market.

utilize these facilities for asset financing and to provide a more efficient daily source of liquidity. The effective interest rates depend

Foreign committed credit - We have committed credit lines at many of our international subsidiaries for immaterial amounts. We

our foreign committed credit lines.

Bank borrowings - Include term loans issued in connection with financing for certain of our vessels and amounts outstanding under

19

results of operations, or cash flows.

We believe the ultimate resolution of our known contingencies will not materially adversely affect our consolidated financial position,

perform under a non-financial obligating agreement. Events that trigger payment are performance-related, such as failure to ship a product or provide a service.

(b)

Performance guarantees represent contracts that contingently require a guarantor to make payments to a guaranteed party based on another entity's failure to

financial obligations.

agreement that is related to an asset, a liability or an equity security of the guaranteed party. These tend to be drawn down only if there is a failure to fulfill our

(a)

Financial guarantees represent contracts that contingently require a guarantor to make payments to a guaranteed party based on changes in an underlying

Maximum potential undiscounted payments

$

1,680.2

$

1,628.4

Performance guarantees

(b)

1,460.2

1,458.2

Financial guarantees

(a)

$

220.0

$

170.2

(In millions)

2023

2022

March 31,

December 31,

Guarantees made by our consolidated subsidiaries consisted of the following:

results of operations or cash flows.

financial instruments to result in losses that would have a material adverse effect on our condensed consolidated financial position,

other parties. The majority of these financial instruments expire within five years. Management does not expect any of these

performance bonds, surety bonds and other guarantees with financial institutions for the benefit of our customers, vendors and

Contingent liabilities associated with guarantees - In the ordinary course of business, we enter into standby letters of credit,

NOTE 13. COMMITMENTS AND CONTINGENT LIABILITIES

(a)

These accumulated other comprehensive income components are included in the computation of net periodic pension cost.

Net income (loss)

$

(2.3)

$

(3.1)

(1.0)

(0.4)

Provision for income taxes

(3.3)

(3.5)

Income (loss) before income taxes

Amortization of net actuarial loss

(3.2)

(3.4)

Other income (expense), net (a)

Amortization of prior service credit (cost)

$

(0.1)

$

(0.1)

Other income (expense), net (a)

Pension and other post-retirement benefits

Net income (loss)

$

(1.6)

$

(6.4)

(0.7)

(2.7)

Provision for income taxes

(2.3)

(9.1)

Income (loss) before income taxes

(4.1)

(4.0)

Other income (expense), net

—

(0.1)

Selling, general and administrative expense

3.5

(0.4)

Cost of sales

Foreign exchange contracts

$

(1.7)

$

(4.6)

Revenue

Gains (losses) on hedging instruments

Components

Income (Loss)

Consolidated Statements of Income

Details about Accumulated Other Comprehensive Income (loss)

Accumulated Other Comprehensive

Affected Line Item in the Condensed

Amount Reclassified out of

(In millions)

2023

2022

March 31,

Three Months Ended

Reclassifications out of accumulated other comprehensive income (loss) consisted of the following:

20

could exceed this provision.

penalty. As we continue our discussions with PNF towards a potential resolution of all of these matters, the amount of a settlement

would support a finding of liability with respect to these Angola projects, or whether the PNF would seek to impose any additional

Additionally, the PNF informed us that it is reviewing other historical projects in Angola. We are not aware of any evidence that

remain committed to finding a resolution with the PNF and will maintain a $70.0 million provision related to this investigation.

To date, the investigation by the PNF related to historical projects in Equatorial Guinea and Ghana has not reached a resolution. We

the United States and Brazil have been completed and the Company has been unconditionally released by both jurisdictions.

the Court on January 4, 2023, thereby closing the case. All obligations to regulatory authorities related to the enforcement matters in

the Court that the Company had fully met and completed all of its obligations under the DPA. The Dismissal Order was signed by

27, 2022, the DOJ filed a Motion to Dismiss the charges against TechnipFMC related to conspiracy to violate the FCPA, noting to

successfully completed all of the self-reporting requirements in the leniency agreements and the case was closed. On December

On December 8, 2022, the Company received notice of the official release from all obligations and charges by CGU, having

Administrative Order, pursuant to which we paid the SEC $5.1 million, which was included in the global resolution of $301.3 million.

In September 2019, the SEC approved our previously disclosed agreement in principle with the SEC Staff and issued an

commitment to cooperation and transparency with the compliance community in Brazil and globally.

certain enhancements to the compliance programs in Brazil during the two-year self-reporting period, which aligned with our

Flexíveis Ltda. entered into leniency agreements with both the MPF and the CGU/AGU. We made, as part of those agreements,

In Brazil, on June 25, 2019 our subsidiaries Technip Brasil - Engenharia, Instalações E Apoio Marítimo Ltda. and Flexibrás Tubos

corruption program during the term of the DPA.

guilty to 1 count of conspiracy to violate the FCPA related to conduct in Brazil. We also provided the DOJ reports on our anti-

conspiracy to violate the FCPA related to conduct in Brazil and with Unaoil. In addition, Technip USA, Inc., a U.S. subsidiary, pled

As part of this resolution, we entered into a three-year Deferred Prosecution Agreement (“DPA”) with the DOJ related to charges of

our anti-corruption program to the Brazilian and U.S. authorities for two and three years, respectively.

CGU/AGU to resolve these anti-corruption investigations. We were not required to have a monitor and, instead, provided reports on

On June 25, 2019, we announced a global resolution to pay a total of $301.3 million to the DOJ, the SEC, the MPF and the

cooperating with French authorities (the Parquet National Financier (“PNF”)) with their investigation about these existing matters.

the Attorney General of Brazil (“AGU”)) with their investigation concerning the projects in Brazil and have also contacted and are

and cooperated with the Brazilian authorities (Federal Prosecution Service (“MPF”), the Comptroller General of Brazil (“CGU”) and

cooperated with the DOJ in its investigation into potential violations of the FCPA in connection with these projects. We contacted

projects in Ghana and Equatorial Guinea that were awarded to Technip S.A. subsidiaries in 2008 and 2009, respectively. We

DOJ certain other projects performed by Technip S.A. subsidiaries in Brazil between 2002 and 2013. The DOJ also inquired about

and 2007, performed in Brazil by a joint venture company in which Technip S.A. was a minority participant, and also raised with the

In late 2016, Technip S.A. was contacted by the DOJ regarding its investigation of offshore platform projects awarded between 2003

cooperated with the DOJ's investigations and, with regard to FMC Technologies, a related investigation by the SEC.

Corrupt Practices Act (“FCPA”). On March 29, 2016, Technip S.A. also received an inquiry from the DOJ related to Unaoil. We

investigation of whether certain services Unaoil S.A.M. provided to its clients, including FMC Technologies, violated the U.S. Foreign

On March 28, 2016, FMC Technologies received an inquiry from the U.S. Department of Justice (“DOJ”) related to the DOJ's

financial position, results of operations or cash flows.

believe that the most probable, ultimate resolution of these matters will not have a material adverse effect on our consolidated

call options. We are unable to predict the ultimate outcome of these actions because of their inherent uncertainty. However, we

partners, and can include claims related to payment of fees, service quality and ownership arrangements, including certain put or

disputes in the ordinary course of our business. These actions and disputes can involve our agents, suppliers, clients and venture

Contingent liabilities associated with legal and tax matters - We are involved in various pending or potential legal and tax actions or

21

hedged item.

related to derivatives designated as cash flow and fair value hedges are classified consistently with the cash flows of the associated

instruments, any change in the fair value of those instruments is reflected in earnings in the period such change occurs. Cash flows

same period or periods during which the hedged transaction affects earnings. For derivative instruments not designated as hedging

forward currency rate, is reported as a component of other comprehensive income (“OCI”) and reclassified into earnings in the

cash flow hedge, the effective portion of the gain or loss of the derivative, which does not include the time value component of a

are expected to be offset by corresponding changes in the fair value of the derivatives. For derivative instruments that qualify as a

Generally, we enter into hedging relationships such that changes in the fair values or cash flows of the transactions being hedged

currency purchases and sales created in the normal course of business, and not for speculative purposes.

currency exchange rates. Our policy is to hold derivatives only for the purpose of hedging risks associated with anticipated foreign

The types of risks hedged are those relating to the variability of future earnings and cash flows caused by movements in foreign

certain identifiable and anticipated transactions and recorded assets and liabilities in our condensed consolidated balance sheets.

For purposes of mitigating the effect of changes in exchange rates, we hold derivative financial instruments to hedge the risks of

NOTE 15. DERIVATIVE FINANCIAL INSTRUMENTS

higher tax rates than in the United Kingdom.

Our effective tax rate can fluctuate depending on our country mix of earnings, since our foreign earnings are generally subject to

mix year over year.

(491.4)%, respectively. The year-over-year increase in the effective tax rate was primarily due to the change in geographical profit

Our provision for income taxes for the three months ended March 31, 2023 and 2022 reflected effective tax rates of 82.7% and

NOTE 14. INCOME TAXES

cash flows.

and that the ultimate resolution of such matters will not materially affect our consolidated financial position, results of operations or

management believes we have appropriately recognized probable liquidated damages at March 31, 2023 and December 31, 2022,

against us for liquidated damages. Based upon the evaluation of our performance and other commercial and legal analysis,

conforming claim under these provisions. These contracts define the conditions under which our customers may make claims

damages if we are responsible for the failure to meet specified contractual milestone dates and the applicable customer asserts a

Contingent liabilities associated with liquidated damages - Some of our contracts contain provisions that require us to pay liquidated

we could be subject to criminal proceedings in France, the outcome of which cannot be predicted.

material adverse impact on our business, results of operations and financial condition. If we cannot reach a resolution with the PNF,

programs. Any of these measures, if applicable to us, as well as potential customer reaction to such measures, could have a

circumstances including, but not limited to, fines, penalties, confiscations and modifications to business practices and compliance

a broad range of potential sanctions under anti-corruption laws and regulations that it may seek to impose in appropriate

There is no certainty that a settlement with PNF will be reached or that the settlement will not exceed current accruals. The PNF has

22

ultimately incur when these contracts are settled.

indicative of the amounts we would realize in a current market exchange and may not be indicative of the gains or losses we may

commonly accepted valuation methodologies. See Note 16 for further details. Accordingly, the estimates presented may not be

Fair value amounts for all outstanding derivative instruments have been determined using available market information and

U.S. dollar

(11.3)

(11.3)

Euro

(4.4)

(4.8)

Norwegian krone

5.5

0.5

Brazilian real

88.6

17.4

(In millions)

USD Equivalent

Bought (Sold)

Net Notional Amount

positions:

purchase goods in certain countries. As of March 31, 2023, our portfolio of these instruments included the following material net

offsetting currency payments and receipts for particular projects or comply with government restrictions on the currency used to

Foreign exchange rate instruments embedded in purchase and sale contracts - The purpose of these instruments is to match

U.S. dollar

(1,932.3)

(1,932.3)

British pound

(236.7)

(292.9)

Brazilian real

(628.3)

(123.6)

Malaysian ringgit

(263.8)

(59.8)

Kuwaiti dinar

(4.3)

(14.0)

Indian rupee

461.4

5.6

Canadian dollar

50.3

37.1

Indonesian rupiah

1,232,343.5

82.3

Singapore dollar

128.5

96.6

Australian dollar

313.5

209.6

Norwegian krone

4,522.9

432.0

Euro

1,368.3

1,487.0

(In millions)

USD Equivalent

Bought (Sold)

Net Notional Amount

consolidated balance sheets. As of March 31, 2023, we held the following material net positions:

anticipated purchase or sale commitments denominated in foreign currencies and recorded assets and liabilities in our condensed

Foreign exchange rate forward contracts - The purpose of these instruments is to hedge the risk of changes in future cash flows of

We hold the following types of derivative instruments:

23

Total

$

(0.2)

$

(4.6)

$

(0.1)

$

44.8

$

(4.0)

$

(2.1)

$

—

$

9.7

instruments

(0.1)

0.3

—

8.8

(0.1)

(0.4)

—

29.5

derivatives not designated as hedging

Gain (loss) recognized in income on

income

(0.1)

(4.9)

(0.1)

36.0

(3.9)

(1.7)

—

(19.8)

Total hedge gain (loss) recognized in

recognized in income

(0.1)

(4.9)

(0.1)

36.0

(3.9)

(1.7)

—

(19.8)

Total cash flow hedge gain (loss)

testing

1.7

(8.4)

(0.1)

40.1

0.7

(1.3)

0.1

(15.8)

Amounts excluded from effectiveness

OCI to income (loss)

$

(1.8)

$

3.5

$

—

$

(4.1)

$

(4.6)

$

(0.4)

$

(0.1)

$

(4.0)

Amounts reclassified from accumulated

hedges and derivatives

Revenue

sales

expense

(expense), net

Revenue

sales

expense

(expense), net

statements of income associated with

Cost of

administr ative

Other income

Cost of

administr ative

Other income

presented in the consolidated

and

and

Total amount of income (expense)

general

general

Selling,

Selling,

(In millions)

Three Months Ended March 31, 2023

Three Months Ended March 31, 2022

three months ended March 31, 2023 and 2022:

The following table represents the effect of cash flow hedge accounting in the condensed consolidated statements of income for the

Foreign exchange contracts

$

(2.4) $

(19.8)

(In millions)

2023

2022

Three Months Ended March 31,

Gain (Loss) Recognized in OCI

designated as cash flow hedges:

The following table presents the gains (losses) recognized in other comprehensive income related to derivative instruments

transactions actually occur. All anticipated transactions currently being hedged are expected to occur by the second half of 2025.

transfer an approximate $13.0 million loss from accumulated OCI to earnings during the next 12 months when the anticipated

comprehensive losses of $23.1 million and $18.5 million as of March 31, 2023 and December 31, 2022, respectively. We expect to

Cash flow hedges of forecasted transactions, net of tax, which qualify for hedge accounting, resulted in accumulated other

Total derivatives

$

349.8

$

397.9

$

289.9

$

350.2

Total derivatives not designated as hedging instruments

43.2

19.7

27.9

14.1

Current - Derivative financial instruments

43.2

19.7

27.9

14.1

Foreign exchange contracts

Derivatives not designated as hedging instruments

Total derivatives designated as hedging instruments

306.6

378.2

262.0

336.1

Long-term - Derivative financial instruments

10.1

12.6

7.2

3.6

Current - Derivative financial instruments

$

296.5

$

365.6

$

254.8

$

332.5

Foreign exchange contracts

Derivatives designated as hedging instruments

(In millions)

Assets

Liabilities

Assets

Liabilities

March 31, 2023

December 31, 2022

balance sheets:

The following table presents the location and fair value amounts of derivative instruments reported in the condensed consolidated

24

amortized cost, which approximates fair value.

Held-to-maturity debt securities - Held-to-maturity debt securities consist of government bonds. These investments are stated at

using net asset value per share (or its equivalent) have not been classified in the fair value hierarchy.

These funds include fixed income and other investments measured at fair value. Certain investments that are measured at fair value

which is based on the fair value of the underlying investments using information reported by our investment advisor at quarter-end.

Money market and stable value funds - These funds are valued at the net asset value of the shares held at the end of the quarter,

in public markets.

Equity securities - The fair value measurement of our traded securities is based on quoted prices that we have the ability to access

Total liabilities

$

397.9

$

—

$

397.9

$

—

$

350.2

$

—

$

350.2

$

—

Foreign exchange contracts

397.9

—

397.9

—

350.2

—

350.2

—

Derivative financial instruments

Liabilities

Total assets

$

388.7

$

21.4

$

366.9

$

—

$

327.6

$

19.8

$

307.4

$

—

Foreign exchange contracts

349.8

—

349.8

—

289.9

—

289.9

—

Derivative financial instruments

Held-to-maturity debt securities

15.6

—

15.6

—

16.0

—

16.0

—

Money market and stable value funds

1.9

—

1.5

—

1.9

—

1.5

—

Equity securities

21.4

21.4

—

—

19.8

19.8

—

—

Investments

Assets

(In millions)

Total

Level 1

Level 2

Level 3

Total

Level 1

Level 2

Level 3

March 31, 2023

December 31, 2022

Assets and liabilities measured at fair value on a recurring basis were as follows:

NOTE 16. FAIR VALUE MEASUREMENTS

Derivative liabilities

$

397.9

$

(181.0)

$

216.9

$

350.2

$

(142.5)

$

207.7

Derivative assets

$

349.8

$

(181.0)

$

168.8

$

289.9

$

(142.5)

$

147.4

(In millions)

Recognized

Agreements

Net Amount

Recognized

Agreements

Net Amount

Gross Amount

Master Netting

Gross Amount

Master Netting

Permitted Under

Permitted Under

Not Offset,

Not Offset,

Gross Amounts

Gross Amounts

March 31, 2023

December 31, 2022

contracts. The following tables present both gross information and net information of recognized derivative instruments:

and assets and liabilities are not offset. As of March 31, 2023 and December 31, 2022, we had no collateralized derivative

permits net settlement of the gross derivative assets against gross derivative liabilities. Each instrument is accounted for individually

Balance Sheet Offsetting - We execute derivative contracts with counterparties that consent to a master netting agreement, which

25

to a change in estimate in the French tax group.

For the three months ended March 31, 2022, we recorded $19.4 million in income tax expense from discontinued operations related

the Spin-off.

TechnipFMC and Technip Energies of assets, employees, taxes, liabilities and obligations attributable to periods prior to, at and after

agreement and certain agreements relating to intellectual property. These agreements provide for the allocation between

various other agreements, including, among others, a tax matters agreement, an employee matters agreement, a transition services

In connection with the Spin-off, TechnipFMC and Technip Energies entered into a separation and distribution agreement, as well as

every five ordinary shares of TechnipFMC held at 5:00 p.m., Eastern Standard Time, on the record date, February 17, 2021.

outstanding shares in Technip Energies N.V. Each of our shareholders received one ordinary share of Technip Energies N.V. for

a spin-off (the “Spin-off”), which occurred by way of a pro rata dividend (the “Distribution”) to our shareholders of 50.1% of the

On February 16, 2021, we completed our separation of the Technip Energies business segment. The transaction was structured as

NOTE 17. DISCONTINUED OPERATIONS

net settlement of gross derivative assets against gross derivative liabilities.

derivative contracts by executing contracts only with counterparties that consent to a master netting agreement, which permits the

Allowances for losses on trade receivables are established based on collectability assessments. We mitigate credit risk on

in the event of non-performance by the counterparty is limited to the amount drawn and outstanding on the financial instrument.

requiring credit approvals and credit limits and monitoring counterparties’ financial condition. Our maximum exposure to credit loss

credit risk on financial instruments by transacting only with what management believes are financially secure counterparties,

instruments that potentially subject us to credit risk primarily consist of trade receivables and derivative contracts. We manage the

Credit risk - By their nature, financial instruments involve risk, including credit risk, for non-performance by counterparties. Financial

$930.6 million and $916.3 million as of March 31, 2023 and December 31, 2022, respectively.

which results in a Level 2 fair value measurement. The estimated fair value of our private placement notes and senior notes was

Fair value of debt - We use a market approach to determine the fair value of our fixed-rate debt using observable market data,

definition of financial instruments, approximate fair value.

bank borrowings, credit facilities, as well as amounts included in other current assets and other current liabilities that meet the

The carrying amounts of cash and cash equivalents, trade receivables, accounts payable, short-term debt, debt associated with our

Other fair value disclosures

post collateral for derivative positions in a liability position. See Note 15 for further details.

We currently have no credit-risk-related contingent features in our agreements with the financial institutions that would require us to

and with the same credit rating.

counterparties not publicly available, are approximated by using the spread of similar companies in the same industry, of similar size

same calculation; however, a spread representing our credit spread is used. Our credit spread, and the credit spread of other

the present value of the portfolio by the counterparty’s published credit spread. Portfolios in a liability position are adjusted by the

notional values. Credit risk is then incorporated by reducing the derivative’s fair value in asset positions by the result of multiplying

measuring the change from the derivative contract rate and the published market indicative currency rate, multiplied by the contract

currency derivative instruments on a recurring basis. This approach calculates the present value of the future cash flow by

Derivative financial instruments - We use the income approach as the valuation technique to measure the fair value of foreign

26

benefits from the same guarantees and security as the Credit Agreement on a pari passu basis.

warranties, covenants, events of default, mandatory repayment provisions and financial covenants as the Credit Agreement and

that require or request a performance guarantee or similar. It contains substantially the same customary representations and

denominated in a variety of currencies to support the contracting activities of the Company and its subsidiaries with counterparties

Performance LC Credit Agreement permits the Company and its subsidiaries to have access to performance letters of credit

$1.0 billion, subject to the satisfaction of certain customary conditions precedent related to the increase in commitments. The

(the “Performance LC Credit Agreement”). The commitments under the Performance LC Credit Agreement may be increased to

On April 24, 2023, the Company also entered into a new $500 million five-year senior secured performance letters of credit facility

provides for a $250.0 million letter of credit sub-facility.

Agreement to $1.25 billion and extends the term to five years from the date of the Amendment No. 5. The Credit Agreement also

“Credit Agreement”), dated February 16, 2021, which increases the commitments available to the Company under the Credit

On April 24, 2023, we entered into a fifth amendment (the “Amendment No. 5”) to the Revolving Credit Facility (as amended, the

NOTE 18. SUBSEQUENT EVENTS

27

subsea investments coming much earlier in the cycle and more in parallel with U.S. land markets.

Offshore economics have materially improved, and subsea cycle-times have become significantly shorter. This has resulted in new

remain a significant part of many of our customers’ portfolios.

discoveries can be developed economically well below today’s crude oil prices. We believe deepwater development is likely to

Subsea – Innovative approaches to subsea projects, like our iEPCI solution, have improved project economics, and many offshore

objectives.

energy projects will support the United Kingdom’s security of supply, energy transition and broader climate change

Capable of delivering 7.2 megawatts of predictable clean energy to the grid once completed, these Orbital tidal stream

turbine, was awarded two contracts for difference in the UK Allocation Round 4 multi-turbine projects in Eday, Orkney.

•

Orbital Marine Power, which is collaborating with TechnipFMC to accelerate the global commercialization of its tidal stream

of our business.

generation and reducing total CO2 emissions – another example of how our long-standing partnerships extend to all areas

•

We also signed an agreement with Shell to explore synergies with a shared goal of enabling offshore renewable energy

approximately 500 megawatts, which could power more than 600,000 homes in the United Kingdom.

Magnora Offshore Wind. The proposed development project will install 33 floating wind turbines with total capacity of

•

We signed the Option to Lease Agreement for the ScotWind N3 area through our partnership in offshore renewables,

architect, with several notable developments in 2022.

We have been successful in building on our partnerships and alliances to further position ourselves as the leading offshore energy

greenhouse gas removal, offshore floating renewables and hydrogen.

renewable energy resources and reduction of carbon emissions. We are making real progress through our three main pillars of

We are also committed to the energy transition, where we believe that offshore will play a meaningful role in the transition to

resources will remain an important part of the energy mix for an extended period.

international markets and is uniquely positioned to take full advantage of this growth opportunity. We are confident that conventional

expected to accelerate in support of longer-term production targets. TechnipFMC has leading positions in many of these

and the Middle East. Investment in the Middle East occurs in both offshore and surface environments, with capital spending

gas production will increase over the intermediate-term, fueled by an expansion of activity in international markets – largely offshore

We are in the midst of a multi-year growth cycle for energy demand. We believe that investment in new sources of oil and natural

ensure the continuity of affordable energy while also playing an essential role in the energy transition.

across the globe. As a result, the energy industry has accelerated its efforts to address the essential need for hydrocarbons today to

With long-term energy demand forecast to increase, the conflict in Ukraine has highlighted the need for greater energy security

oil prices.

deficit that ultimately will require increased upstream spending, lending support to a constructive view on the longer-term outlook for

seen by planned production cuts announced in April. An extended period of underinvestment has contributed to a current supply

evident for OPEC+ countries who are focused on realizing a price that supports both economic growth and energy investment, as

Oil prices continue to be supported by regional geopolitical tensions and the industry’s more disciplined capital spend. This is

energy demand this year.

part by the easing of pandemic restrictions in China. Higher global gross domestic product (GDP) will in turn support growth in

economies. However, strength in Asia Pacific will likely offset weakness in other regions and lead global growth higher, driven in

inflation and reduced availability of credit related to regional banking concerns have increased the risk of a mild recession in some

Overall Outlook – The global economy is forecast to grow in 2023. Increased lending rates by central banks aimed at slowing

BUSINESS OUTLOOK

ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

28

equipment, global services and local content, provide a platform for us to extend our leadership positions.

visibility for international growth in 2023. TechnipFMC’s unique capabilities in these markets, which demand higher specification

International markets represented approximately 55% of total segment revenue in 2022. Our significant backlog provides us with

production.

industry’s only real-time monitoring and control system that both reduces methane flaring by up to 50 percent and maximizes oil

on our E-Mission solution for onshore production facilities. The digital offering uses proprietary process automation to provide the

the first quarter, we benefited from higher completion-related activity as well as improved profitability. We continue to progress well

Activity in North America increased in 2022 due to higher drilling and completion activity and an improved pricing environment. In

America.

Operating results can be further impacted by stimulation activity and the completions intensity of shale applications in North

Surface Technologies – Our performance typically is driven by variations in global drilling activity, creating a dynamic environment.

represent more than 70 percent of inbound orders in 2023.

the continued expansion in our installed base. When taken together, we expect direct awards, iEPCI and Subsea Services to

50% of Subsea inbound orders in the quarter. We also anticipate growth in Subsea Services revenue to $1.3 billion, supported by

full year. Growth in the current year is expected to be driven by a significant increase in iEPCI awards, which represented more than

continued in the first quarter, with $2.5 billion of inbound providing further confidence for Subsea orders to exceed $8 billion for the

Our Subsea inbound orders grew to $6.7 billion in 2022, an increase of 36 percent versus the prior year. Order momentum

and support our view that investment in conventional energy resources will continue.

producers of deepwater resources during this decade. These examples demonstrate the strength of the current investment cycle

operators in basins near countries such as Suriname, Namibia and Colombia, and we believe additional countries will become

There is also exploration activity occurring in new offshore frontiers. Recent oil and gas discoveries have been announced by

our extensive installed base.

from the North Sea, Gulf of Mexico and West Africa – all regions in which we have a strong presence and are well-positioned due to

Brazil, Guyana and Africa. We also expect increased tie-back activity, with growth from these smaller projects to come primarily

24 months remains robust. The average project size has also risen due to an increasing number of large, greenfield opportunities in

part by the recently announced OPEC+ production cuts. The opportunity set of large subsea projects to be sanctioned over the next

Crude is currently priced above $80 per barrel and is projected to stay at or above this level in the intermediate term, supported in

economics and concerns regarding the security of energy supply. Brent crude oil averaged just under $100 per barrel in 2022.

We continue to experience increased operator confidence in advancing subsea activity in response to both improved project

enterprise-wide way of working.

that are both real and sustainable. This has paved the way for other products to adopt a similar operating model, enabling an

resulting in up to 25 percent lower product cost and a shortened 12-month delivery time for subsea production equipment – savings

product and process standardization. CTO has allowed us to redefine our sourcing strategy and transform our manufacturing flow,

their unique and evolving needs, but also provides them with the significant speed, cost and efficiency benefits that come with

transformational to the future of our company. Our customers require a product platform that provides them with choices that meet

With CTO, we have designed an environment, a process, a culture and tools that are scalable and, more importantly, are

for TechnipFMC.

driving real change in our industry that further improves the economics of our customers’ projects while driving greater efficiencies

times. The industrialization of our project business through the introduction of configure-to-order (CTO) is another way we are

As the subsea industry continues to evolve, we are driving simplification, standardization, and industrialization to reduce cycle

company.

We believe these changes are fundamental and sustainable as a result of new business models and technology pioneered by our

29

and Saudi Vision 2030. The Middle East remains one of our largest market opportunities in the current decade.

supports our commitment to develop a diverse and capable workforce as part of Aramco’s In-Kingdom Total Value Add Program

increase its sustainable oil capacity and significantly expand its natural gas production over the next decade. Our new facility also

associated services. We have also added new manufacturing capabilities in Saudi Arabia, where the country is expected to

We continue to execute on our 10-year framework agreement with Abu Dhabi National Oil Company to provide wellheads, trees and

exposure to the Middle East, the North Sea and Asia Pacific.

companies which tend to maintain a longer-term view that exhibits less variability in capital spend. We continue to benefit from our

Drilling activity in international markets is less cyclical than in North America as most activities are undertaken by national oil

30

exposure to certain currencies with limited derivative hedging markets.

million and $28.4 million for the three months ended March 31, 2023 and 2022, respectively, due to various factors, including

on sales of property, plant and equipment and non-operating gains and losses. The foreign currency impact was a net gain of $2.1

Other income and expenses, including gains and losses associated with the remeasurement of net cash positions, gains and losses

Other Income (Expense), Net

our support functions.

Selling, general and administrative expense decreased by $5.7 million year-over-year, driven by a decrease in costs associated with

Selling, General and Administrative Expense

due to an increase in volume of activities and increases in pricing in North America.

backlog and an increase in installation and services activity. Surface Technologies gross profit increased year-over-year, primarily

2023, compared to 11.9% in the prior-year period. Subsea gross profit increased year-over-year, as a result of improved margins in

Gross profit (revenue less cost of sales), as a percentage of revenue, increased to 12.9% during the three months ended March 31,

Gross Profit

year-over-year.

largely as a result of the increase in operator activity in North America and the Middle East, driven by an increase in U.S. rig count

Subsea revenue increased year-over-year, primarily as a result of higher project activity. Surface Technologies revenue increased,

Revenue increased by $161.6 million during the three months ended March 31, 2023, compared to the same period in 2022.

Revenue

Net income (loss) attributable to TechnipFMC plc

$

0.4

$

(61.7)

$

62.1

100.6

Loss from discontinued operations

—

(19.4)

19.4

100.0

Income (loss) from continuing operations attributable to TechnipFMC plc

0.4

(42.3)

42.7

100.9

interests

(7.4)

(8.0)

0.6

7.5

Net (income) from continuing operations attributable to non-controlling

Income (loss) from continuing operations

7.8

(34.3)

42.1

122.7

Provision for income taxes

37.4

28.5

8.9

31.2

Income (loss) before income taxes

45.2

(5.8)

51.0

879.3

Net interest expense

(18.7)

(33.9)

15.2

44.8

Loss from investment in Technip Energies

—

(28.5)

28.5

100.0

Income from equity affiliates

14.2

5.4

8.8

163.0

Other income (expense), net

(1.3)

40.8

(42.1)

(103.2)

Total costs and expenses

1,666.4

1,545.4

121.0

7.8

Impairment, restructuring and other expenses

0.6

1.0

(0.4)

(40.0)

Research and development expense

15.4

14.6

0.8

5.5

Selling, general and administrative expense

153.9

159.6

(5.7)

(3.6)

Cost of sales

1,496.5

1,370.2

126.3

9.2

Costs and expenses

Revenue

$

1,717.4

$

1,555.8

$

161.6

10.4

(In millions, except %)

2023

2022

$

%

March 31,

Change

Three Months Ended

THREE MONTHS ENDED MARCH 31, 2023 AND 2022

CONSOLIDATED RESULTS OF OPERATIONS OF TECHNIPFMC PLC

31

backlog and an increased contribution of services activities.

Subsea operating profit for the three months ended March 31, 2023, increased versus the prior year, due to the improved margins in

higher inbound in 2022, which was partially offset by the negative impact in Asia Pacific as projects conclude in the region.

Subsea revenue increased by $98.5 million, or 7.6%, driven by higher project activity in the Gulf of Mexico and Brazil as a result of

Operating profit as a percentage of revenue

4.8 %

4.2 %

0.6 pts.

Operating profit

$

66.8

$

54.0

12.8

23.7

Revenue

$

1,387.6

$

1,289.1

98.5

7.6

(In millions, except %)

2023

2022

$

%

March 31,

Favorable/(Unfavorable)

Three Months Ended

Subsea

THREE MONTHS ENDED MARCH 31, 2023 AND 2022

SEGMENT RESULTS OF OPERATIONS OF TECHNIPFMC PLC

for further details.

Loss from discontinued operations, net of income taxes, was $19.4 million for the three months ended March 31, 2022. See Note 17

Discontinued Operations

higher tax rates than in the United Kingdom.

Our effective tax rate can fluctuate depending on our country mix of earnings, since our foreign earnings are generally subject to

year over year.

(491.4)%, respectively. The year-over-year increase in the effective tax rate was largely due to the change in geographical profit mix

Our provision for income taxes for the three months ended March 31, 2023 and 2022 reflected effective tax rates of 82.7% and

Provision for Income Taxes

period in 2022, largely due to the reduction in outstanding debt.

Net interest expense of $18.7 million decreased by $15.2 million in the three months ended March 31, 2023, compared to the same

Net Interest Expense

details.

Energies. The amount recognized primarily represents fair value revaluation gains (losses) of our investment. See Note 9 for further

During the three months ended March 31, 2022, we recorded a loss of $28.5 million as a result of our investment in Technip

Loss from Investment in Technip Energies

an increase in operational activity of our equity method investments.

equity method affiliates. Income generated by our equity method investments during the period increased year-over-year, driven by

For the three months ended March 31, 2023 and 2022, we recorded an income of $14.2 million and $5.4 million, respectively, from

Income from Equity Affiliates

32

functions.

Corporate expense decreased by $2.1 million, or 7.1%, year-over-year, driven by the decreased costs associated with our support

Corporate expense

$

(27.4)

$

(29.5)

2.1

7.1

(In millions, except %)

2023

2022

$

%

March 31,

Favorable/(Unfavorable)

Three Months Ended

Corporate Expense

the Middle East and increase in pricing in North America.

Surface Technologies operating profit increased year-over-year, driven by an increase in volume of activities in North America and

ended March 31, 2023 and 2022.

the Middle East. Approximately 56% of total segment revenue was generated outside of North America during the three months

Surface Technologies revenue increased by $63.1 million, or 23.7%, primarily driven by an increase in activity in North America and

Operating profit as a percentage of revenue

6.8 %

1.4 %

5.4 pts.

Operating profit

$

22.4

$

3.7

18.7

505.4

Revenue

$

329.8

$

266.7

63.1

23.7

(In millions, except %)

2023

2022

$

%

March 31,

Favorable/(Unfavorable)

Three Months Ended

Surface Technologies

33

with GAAP or as an indicator of our operating performance or liquidity.

structure. Net debt should not be considered an alternative to, or more meaningful than, our total debt as determined in accordance

measure that may assist investors in understanding our financial condition and recognizing underlying trends in our capital

non-GAAP financial measure to evaluate our capital structure and financial leverage. We believe net debt is a meaningful financial

Net Debt - Net debt, is a non-GAAP financial measure reflecting total debt, net of cash and cash equivalents. Management uses this

globally and in many operating jurisdictions to best meet the liquidity needs of our global operations.

Most of our cash is managed centrally and flows through centralized bank accounts controlled and maintained by TechnipFMC

LIQUIDITY AND CAPITAL RESOURCES

December 31, 2022.

Surface Technologies - Order backlog for Surface Technologies as of March 31, 2023 decreased by $9.4 million compared to

East; Wintershall Maria and Dvalin; and Harbour Talbot.

Jackdaw; Husky West White Rose; Equinor Halten East; Irpa, Verdande, Kristin South and various others; Tullow Jubilee South

Mozambique LNG, Lapa North East and Clov 3; ExxonMobil Yellowtail and Uaru; AkerBP Utsira; Azule Energy Agogo; Shell

Subsea backlog was composed of various subsea projects, including Petrobras Buzios 6, Mero I, Mero II and Marlim; Total Energies

Subsea - Subsea backlog of $9,395.3 million as of March 31, 2023 increased by $1.3 billion compared to December 31, 2022.

Total order backlog

$

10,607.4

$

9,353.0

Surface Technologies

1,212.1

1,221.5

Subsea

$

9,395.3

$

8,131.5

(In millions)

2023

2022

March 31,

December 31,

Order Backlog

date. Backlog reflects the current expectations for the timing of project execution. See Note 3 for further details.

Order backlog - Order backlog is calculated as the estimated sales value of unfilled, confirmed customer orders at the reporting

Total inbound orders

$

2,858.9

$

2,184.9

Surface Technologies

322.4

291.3

Subsea

$

2,536.5

$

1,893.6

(In millions)

2023

2022

Three Months Ended March 31,

Inbound Orders

period.

Inbound orders - Inbound orders represent the estimated sales value of confirmed customer orders received during the reporting

INBOUND ORDERS AND ORDER BACKLOG

34

companies in the same industry, of similar size, and with the same credit rating. See Note 15 for further details.

Our credit spread, and the credit spread of other counterparties not publicly available, are approximated using the spread of similar

representing our credit spread is used.

the counterparty’s published credit spread. Portfolios in a liability position are adjusted by the same calculation; however, a spread

incorporated by reducing the derivative’s fair value in asset positions by the result of multiplying the present value of the portfolio by

contract rate and the published market indicative currency rate, multiplied by the contract notional values. Credit risk is then

recurring basis. This approach calculates the present value of the future cash flow by measuring the change from the derivative

The income approach was used as the valuation technique to measure the fair value of foreign currency derivative instruments on a

related to credit risk were not material for any period presented.

net credit differential between the counterparties to the derivative contract. Adjustments to our derivative assets and liabilities

values must also take into account our credit standing, thus including the valuation of the derivative instrument and the value of the

derivative assets and liabilities reflect the fair value of the instruments, including the values associated with counterparty risk. These

For the purposes of mitigating the effect of the changes in exchange rates, we hold derivative financial instruments. Valuations of

Credit Risk Analysis

long-term unsecured, guaranteed debt. See Note 11 for further details regarding our debt.

Notes) and BB for our long-term unsecured debt (the Private Placement notes). Our credit ratings with Moody’s are Ba1 for our

Credit Ratings - Our credit ratings with Standard and Poor’s (“S&P”) are BB+ for our long-term unsecured, guaranteed debt (2021

was $954.6 million.

As of March 31, 2023, there were $45.4 million letters of credit outstanding, and our availability under the Revolving Credit Facility

Availability of borrowings under the Revolving Credit Facility is reduced by the outstanding letters of credit issued against the facility.

Debt and Liquidity

activities was primarily due to $50.0 million share repurchases during the three months ended March 31, 2023.

million of cash during the three months ended March 31, 2023 and 2022, respectively. The increase in cash used by financing

Financing cash flows from continuing operations - Financing activities from continuing operations used $87.5 million and $13.1

expenditures during the three months ended March 31, 2023.

due to $238.5 million proceeds received from sales of our investment in Technip Energies during 2022 and an increase in capital

continuing operations during the same period in 2022. The decrease of $256.5 million in cash from investing activities was primarily

during the three months ended March 31, 2023 as compared to $203.7 million cash generated in investing cash flows from

Investing cash flows from continuing operations - We used $52.8 million of cash in investing activities from continuing operations

inventory, and fluctuations in derivative assets and liabilities.

operating activities from continuing operations was primarily due to timing differences on project milestones, vendor payments for

continuing operations during the three months ended March 31, 2023 and 2022. The increase of $56.8 million in cash used by

Operating cash flows from continuing operations - We used $386.2 million and $329.4 million of cash in operating activities from

Cash Flows

Net debt

$

(868.4)

$

(309.5)

Long-term debt, less current portion

(1,005.7)

(999.3)

Short-term debt and current portion of long-term debt

(385.0)

(367.3)

Cash and cash equivalents

$

522.3

$

1,057.1

(In millions)

2023

2022

March 31,

December 31,

consolidated balance sheets:

The following table provides a reconciliation of our total debt to net debt, utilizing details of classifications from our condensed

35

Administrative Order, pursuant to which we paid the SEC $5.1 million, which was included in the global resolution of $301.3 million.

In September 2019, the SEC approved our previously disclosed agreement in principle with the SEC Staff and issued an

commitment to cooperation and transparency with the compliance community in Brazil and globally.

certain enhancements to the compliance programs in Brazil during the two-year self-reporting period, which aligned with our

Flexíveis Ltda. entered into leniency agreements with both the MPF and the CGU/AGU. We made, as part of those agreements,

In Brazil, on June 25, 2019 our subsidiaries Technip Brasil - Engenharia, Instalações E Apoio Marítimo Ltda. and Flexibrás Tubos

corruption program during the term of the DPA.

guilty to one count of conspiracy to violate the FCPA related to conduct in Brazil. We also provided the DOJ reports on our anti-

conspiracy to violate the FCPA related to conduct in Brazil and with Unaoil. In addition, Technip USA, Inc., a U.S. subsidiary, pled

As part of this resolution, we entered into a three-year Deferred Prosecution Agreement (“DPA”) with the DOJ related to charges of

our anti-corruption program to the Brazilian and U.S. authorities for two and three years, respectively.

CGU/AGU to resolve these anti-corruption investigations. We were not required to have a monitor and, instead, provided reports on

On June 25, 2019, we announced a global resolution to pay a total of $301.3 million to the DOJ, the SEC, the MPF and the

cooperating with French authorities (the Parquet National Financier (“PNF”)) with their investigation about these existing matters.

the Attorney General of Brazil (“AGU”)) with their investigation concerning the projects in Brazil and have also contacted and are

and cooperated with the Brazilian authorities (Federal Prosecution Service (“MPF”), the Comptroller General of Brazil (“CGU”) and

cooperated with the DOJ in its investigation into potential violations of the FCPA in connection with these projects. We contacted

projects in Ghana and Equatorial Guinea that were awarded to Technip S.A. subsidiaries in 2008 and 2009, respectively. We

DOJ certain other projects performed by Technip S.A. subsidiaries in Brazil between 2002 and 2013. The DOJ also inquired about

and 2007, performed in Brazil by a joint venture company in which Technip S.A. was a minority participant, and also raised with the

In late 2016, Technip S.A. was contacted by the DOJ regarding its investigation of offshore platform projects awarded between 2003

cooperated with the DOJ's investigations and, with regard to FMC Technologies, a related investigation by the SEC.

Corrupt Practices Act (“FCPA”). On March 29, 2016, Technip S.A. also received an inquiry from the DOJ related to Unaoil. We

investigation of whether certain services Unaoil S.A.M. provided to its clients, including FMC Technologies, violated the U.S. Foreign

On March 28, 2016, FMC Technologies received an inquiry from the U.S. Department of Justice (“DOJ”) related to the DOJ's

OTHER MATTERS

estimates. During the three months ended March 31, 2023, there were no changes to our identified critical accounting estimates.

Refer to our Annual Report on Form 10-K for the year ended December 31, 2022 for a discussion of our critical accounting

CRITICAL ACCOUNTING ESTIMATES

free cash flow available for investment in growth and distribution to shareholders through the business cycle.

contract awards. In maintaining our commitment to sustainable leverage and liquidity, we expect to be able to continue to generate

approximately $250 million. Projected capital expenditures do not include any contingent capital that may be needed to respond to

Based on current market conditions and our future expectations, our capital expenditures for 2023 are estimated to be

capital throughout the cycle. Our capital expenditures can be adjusted and managed to match market demand and activity levels.

through growth, cyclicality and unforeseen events. We continue to maintain and drive sustainable leverage to preserve access to

We are committed to a strong balance sheet. We continue to maintain sufficient liquidity to support the needs of the business

Financial Position Outlook

to post collateral for derivative positions in a liability position.

At this time, we have no credit-risk-related contingent features in our agreements with the financial institutions that would require us

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materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

There were no changes in our internal control over financial reporting during the three months ended March 31, 2023 that have

Changes in Internal Controls over Financial Reporting

procedures were effective as of March 31, 2023.

Based upon this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and

effectiveness of our disclosure controls and procedures, as defined in Rule 13a-15(e) and 15d-15(e) under the Exchange Act.

As of March 31, 2023, under the direction of our Chief Executive Officer and Chief Financial Officer, we have evaluated the

Evaluation of Disclosure Controls and Procedures

ITEM 4. CONTROLS AND PROCEDURES

exposure to market risk has not changed materially since December 31, 2022.

Qualitative Disclosures About Market Risk,” in our Annual Report on Form 10-K for the year ended December 31, 2022. Our

For quantitative and qualitative disclosures about market risk affecting the Company, see Part II, Item 7A, “Quantitative and

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

we could be subject to criminal proceedings in France, the outcome of which cannot be predicted.

material adverse impact on our business, results of operations and financial condition. If we cannot reach a resolution with the PNF,

programs. Any of these measures, if applicable to us, as well as potential customer reaction to such measures, could have a

circumstances including, but not limited to, fines, penalties, confiscations and modifications to business practices and compliance

a broad range of potential sanctions under anti-corruption laws and regulations that it may seek to impose in appropriate

There is no certainty that a settlement with PNF will be reached or that the settlement will not exceed current accruals. The PNF has

exceed this provision.

As we continue our discussions with PNF towards a potential resolution of all of these matters, the amount of a settlement could

would support a finding of liability with respect to these projects, or whether the PNF would seek to impose any additional penalty.

Additionally, the PNF informed us that it is reviewing other historical projects in Angola. We are not aware of any evidence that

remain committed to finding a resolution with the PNF and will maintain a $70.0 million provision related to this investigation.

To date, the investigation by the PNF related to historical projects in Equatorial Guinea and Ghana has not reached a resolution. We

the United States and Brazil have been completed and the Company has been unconditionally released by both jurisdictions.

the Court on January 4, 2023, thereby closing the case. All obligations to regulatory authorities related to the enforcement matters in

the Court that the Company had fully met and completed all of its obligations under the DPA. The Dismissal Order was signed by

27, 2022, the DOJ filed a Motion to Dismiss the charges against TechnipFMC related to conspiracy to violate the FCPA, noting to

successfully completed all of the self-reporting requirements in the leniency agreements and the case was closed. On December

On December 8, 2022, the Company received notice of the official release from all obligations and charges by CGU, having

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None.

ITEM 5. OTHER INFORMATION

None.

ITEM 4. MINE SAFETY DISCLOSURES

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

$50.0 million at an average price of $14.90 per share.

outstanding ordinary shares through open market purchases. For the three months ended March 31, 2023, we repurchased 3,355,002 shares for a total cost of

(a)

In July 2022, we announced a repurchase plan approved by our Board of Directors authorizing up to $400.0 million to repurchase shares of our issued and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total

$

14.90

18,296,991

3,355,002

3,355,002

March 1, 2023—March 31, 2023

2,905,002 $

14.80

2,905,002

18,296,991

February 1, 2023—February 28, 2023

450,000 $

15.59

450,000

19,148,123

January 1, 2023—January 31, 2023

— $

—

—

—

Period

Purchased

(a)

Share

Programs

Programs

Shares

Paid per

Announced Plans or

Under the Plans or

Total Number of

Average Price

Part of Publicly

Yet Be Purchased

Shares Purchased as

of Shares That May

Total Number of

Maximum Number

ISSUER PURCHASES OF EQUITY SECURITIES

The following table summarizes repurchases of our ordinary shares during the three months ended March 31, 2023:

We had no unregistered sales of equity securities during the three months ended March 31, 2023.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2022.

As of the date of this filing, there have been no material changes or updates to our risk factors that were previously disclosed in Part

ITEM 1A. RISK FACTORS

cash flows.

resolution of these matters will not have a material adverse effect on our consolidated financial position, results of operations or

outcome of these actions because of their inherent uncertainty. However, management believes that the most probable, ultimate

service quality and ownership arrangements, including certain put or call options. Management is unable to predict the ultimate

disputes can involve our agents, suppliers, clients and joint venture partners and can include claims related to payment of fees,

We are involved in various pending or potential legal actions or disputes in the ordinary course of our business. These actions and

ITEM 1. LEGAL PROCEEDINGS

PART II — OTHER INFORMATION

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Securities and Exchange Commission upon request.

+ Certain schedules or exhibits to this exhibit have been omitted pursuant to Item 601(a)(5) of Regulation S-K and will be provided to the

^ Indicates a management contract or compensatory plan or arrangement.

\* Furnished herewith.

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Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

101.PRE

Inline XBRL Taxonomy Extension Presentation Linkbase Document.

101.LAB

Inline XBRL Taxonomy Extension Label Linkbase Document.

101.DEF

Inline XBRL Taxonomy Extension Definition Linkbase Document.

101.CAL

Inline XBRL Taxonomy Extension Calculation Linkbase Document.

101.SCH

Inline XBRL Taxonomy Extension Schema Document.

the Inline XBRL document.

101.INS

XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within

32.2\*

Certification of Chief Financial Officer Under Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. 1350.

32.1\*

Certification of Chief Executive Officer Under Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. 1350.

31.2

Certification of Chief Financial Officer Pursuant to Rule 13a-14(a) and Rule 15d-14(a).

31.1

Certification of Chief Executive Officer Pursuant to Rule 13a-14(a) and Rule 15d-14(a).

10.3^

+

Form of Performance Stock Unit Agreement pursuant to the Amended and Restated TechnipFMC plc Incentive Award Plan (Employee)

10.2^

Form of Restricted Stock Unit Agreement pursuant to the Amended and Restated TechnipFMC plc Incentive Award Plan (Employee)

Director)

10.1^

Form of Restricted Stock Unit Agreement pursuant to the Amended and Restated TechnipFMC plc Incentive Award Plan (Non-Employee

Exhibit Number

Exhibit Description

ITEM 6. EXHIBITS

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Date: April 27, 2023

(Chief Accounting Officer and a Duly Authorized Officer)

Senior Vice President, Controller and Chief Accounting Officer

Krisztina Doroghazi

/s/ Krisztina Doroghazi

(Registrant)

TechnipFMC plc

behalf by the undersigned thereunto duly authorized.

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its

SIGNATURES

Page 1

4.

Rights and Obligations as Stockholder.

consummation of the Change in Control.

3.

Change in Control. Notwithstanding Section 1, the RSUs will vest in full and be payable on the

to result in death or that can be expected to last for a continuous period of not less than twelve (12) months.

substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected

(60) days, following the date of such death or Disability. “Disability” means Participant’s inability to engage in any

below) prior to the Vesting Date, the RSUs will vest in full and be payable as soon as practicable, but not more than sixty

2.

Death or Disability. Notwithstanding Section 1, in the event of Participant’s death or Disability (as defined

Date, an Award remains subject to substantial risk of forfeiture.

Termination of Service before the Vesting Date other than as provided in Sections 2 or 3 below. Prior to the Vesting

otherwise provided in Section 2 and 3 below (the “Settlement Date”). All RSUs will be forfeited upon Participant’s

Compensation Plan, or if no such election is made, then upon termination of service from the Board of Directors, unless

elected by the Participant pursuant to a timely filed Award Election Form under the TechnipFMC plc Directors Deferred

Participant’s continued service as a Director of the Company through the Vesting Date. The RSUs will be payable as

1.

Vesting. The RSUs will vest one year following the Grant Date (the “Vesting Date”), subject to the

conditions:

(the “RSUs”) of the Company’s ordinary shares (the “Shares”). The award is made upon the following terms and

The Committee, on behalf of the Company, grants to the Participant an award of «RSUs» restricted stock units

Participant as an inducement to remain in the service of the Company.

it would be in the interest of the Company and its stockholders to grant an award of restricted stock units to the

The Compensation & Talent Committee of the Company’s Board of Directors (the “Committee”) determined that

the Plan will prevail.

meanings provided in the Plan. To the extent there is a conflict between the Plan and this Agreement, the provisions of

and the Participant under this Agreement. Except as otherwise expressly provided herein, all capitalized terms have the

incorporated by reference and made a part of this Agreement and will control the rights and obligations of the Company

The TechnipFMC plc Incentive Award Plan (the “Plan”), as it may be amended or restated from time to time, is

«First\_» «Last» (the “Participant”).

TechnipFMC plc, a public limited company incorporated under the laws of England and Wales (the “Company”) and

This Restricted Stock Unit Agreement (the “Agreement”) is made as of March [], 2023 (the “Grant Date”) by

Directors

TECHNIPFMC PLC INCENTIVE AWARD PLAN

PURSUANT TO THE

RESTRICTED STOCK UNIT AGREEMENT

Page 2

(with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

deemed to be duly given when sent via email or when sent by certified mail (return receipt requested) and deposited

now on file with the Company, or to such other address as either may designate to the other in writing. Any notice will be

the Participant (or other person entitled to receive the RSUs) will be addressed to such person at the Participant’s address

Secretary, TechnipFMC plc, John T. Gremp Campus, 13450 Lockwood Road, Houston, Texas 77044, and any notice to

9.

Notice. Any notice to the Company provided for in this Agreement will be addressed to it in care of its

following the Settlement Date.

Shares on the Settlement Date, or, if the Settlement Date is not a business day, the next business day immediately

withholding, Fair Market Value shall be equal to the closing price (as reported on the New York Stock Exchange) of the

to the taxes required to be withheld, determined based upon the Fair Market Value of the Shares. For purposes of

withhold a portion of the Shares to which the Participant or beneficiary otherwise would be entitled equivalent in value

withholding tax laws, and will be entitled to take any action necessary to effectuate such compliance. The Company may

8.

Withholding. The Company, in accordance with the terms of the Plan, will comply with all applicable

securities exchanges as may be required.

subject to all applicable laws, rules and regulations and to such approvals by any governmental agencies or national

7.

Government Regulation. The Company’s obligation to deliver Shares following the Vesting Date will be

time.

a Director, or as affecting in any way the right of the Company to terminate the appointment of the Participant at any

guarantee, agreement or understanding of any kind or nature that the Company will continue to appoint the Participant as

6.

Employment. Nothing in this Agreement or in the Plan will be construed as constituting a commitment,

consolidate, reincorporate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

power of the Company to make adjustments, reclassifications or changes in its capital or business structure or to merge,

5.

No Limitation on Rights of the Company. The granting of RSUs will not in any way affect the right or

Exchange Act, the Market Abuse Regulation ((EU) No 596/2014 (MAR) and the UK Market Abuse Exit Regulations 2019.

Business Conduct and the Insider Trading Policy and the insider trading and anti-market abuse rules of the U.S. Securities

policies and procedures related to trading in the Company’s Shares, including, but not limited to, the Company’s Code of

(b)

After the Settlement Date, the Participant agrees to comply with any and all of the Company’s

shall be paid to the Participant as soon as practicable, but no later than sixty days following the Settlement Date.

Dividend Equivalents paid on unvested RSUs shall be held by the Company until such RSUs become vested RSUs and

provided, however, that no Dividend Equivalents shall be payable prior to the Vesting Date on any unvested RSUs. All

hypothecate or otherwise dispose of any of the RSUs. The Participant will receive Dividend Equivalents on the RSUs,

(a)

Prior to the Settlement Date, the Participant may not vote, sell, exchange, transfer, pledge,

Page 3

Participant must

documents if the attempted electronic delivery of such documents fails. Similarly, the Participant understands that the

in writing. The Participant further acknowledges that the Participant will be provided with a paper copy of any

copy of any documents delivered electronically at no cost to the Participant by contacting the Company by telephone or

(b)

Paper Copies. Participant acknowledges that he or she may receive form the Company a paper

Plan and this Agreement.

signature and accordingly, shall bind the Participant and the Company to all of the terms and conditions set forth in the

described herein. Electronic execution of this Agreement shall have the same binding effect as a written or hard copy

mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents

by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic

address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time

Participant may revoke his or her consent to the electronic delivery of documents or may change the electronic mail

delivery of the document via e-mail or such other means of electronic delivery specified by the Company. The

delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the

may designate from time to time. Such means of electronic delivery may include but do not necessarily include the

electronically the Agreement to the Company or to such third party involved in administering the Plan as the Company

Company’s stockholders, may be delivered to the Participant electronically. In addition, the Participant may deliver

include: the Plan, this Agreement, the Plan’s prospectus, and any reports of the Company provided generally to the

(a)

Description of Electronic Delivery. The Plan documents, which may include but do not necessarily

other address as such party may designate in writing from time to time to the other party.

postage and fees prepaid, addressed to the other party at the address shown below that party’s signature hereto or at such

postal service, by registered or certified mail, or with an internationally recognized overnight courier service, with

at the e-mail address, if any, provided for the Participant by the Company, or upon deposit in a government sponsored

Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery

permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this

13. Delivery of Documents. Any document relating to participation in the Plan or any notice required or

written agreement between the Company and the Participant.

RSUs and supersedes any and all prior oral and written representations. This Agreement may only be amended by

12.

Sole Agreement. This Agreement constitutes the entire agreement between the parties to it relating to the

their respective heirs, executors, administrators, successors and permitted assigns.

11.

Binding Effect. This Agreement will inure to the benefit of and be binding upon the parties hereto and

conditions of the Plan, if any, a copy of which has been made available to the Participant.

10. Administration. The Participant’s rights under this Agreement are expressly subject to the terms and

Page 4

These entities

law or regulation and may also be disclosed to judicial and arbitration courts and/or committees and external advisors.

may be required or appropriate for the Purposes. Data may also be made available to public authorities where required by

securities depositories, stock exchanges, etc.), their respective auditors, advisors and consultants and any other parties as

Data may be disclosed to third-party stock plan administrators (including banks, brokers, custodians, central

and/or to exercise a (legal) claim.

determine its legal position, in order to obtain (external) advice and/or to establish and/or defend its (legal) position

threatening dispute and/or (legal) claim, investigation by a relevant supervisory authority, litigation or arbitration, to

reporting and other legal requirements, and (ii) on the basis of its legitimate interest in case of a pending and/or

In addition to the Purposes, Company uses the Data (i) in order to comply with securities law and financial

by the Company.

data controller for such processing. As the case may be, Data are collected directly from the Participant or are provided

The Company, having its registered office at One St. Paul’s Churchyard, London, EC4M 8AP, United Kingdom, is the

national identification number, nationality, any shares of stock held in the Company and details of all Awards (“Data”).

information concerning the Participant including: Participant’s name, home address, telephone number, date of birth,

manage and administer the Plan and the Agreement (“Purposes”), it is necessary to collect and process certain personal

16.

Data Privacy. Participant acknowledges, agrees and consents, in order to perform, including to implement,

the laws of the State of Delaware.

15.

Governing Law. The interpretation, performance and enforcement of this Agreement will be governed by

requirements of Section 409A.

or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the

policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary

adopt such amendments to the Plan or this Agreement, or adopt other policies and procedures (including amendments,

sole discretion (without any obligation to do so or to indemnify the Participant or any other person for failure to do so) to

Control is a “change in control event” as defined in Section 409A, and (c) the Administrator shall have the right in its

the Award is made upon or following a Change in Control, then such payment will only be made if such Change in

and (b) to the extent necessary to avoid any imposition of taxes under Section 409A on the Participant, and payment of

payment will be delayed until the first business day following the six month anniversary of such separation from service,

the meaning of Section 409A and if the Participant is a “specified employee” as defined in Section 409A, then such

employment or service, then such payment will only be made if such termination is a “separation from service” within

of taxes under Section 409A on the Participant, and payment of the Award is made upon the Participant’s termination of

Award (or any portion thereof) may be subject to Section 409A, then (a) to the extent necessary to avoid any imposition

Notwithstanding any other provision of the Plan or this Agreement, if at any time the Administrator determines that this

without limitation any such regulations or other guidance that may be issued after the date hereof, “Section 409A”).

(together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including

14.

Section 409A. This Award is intended to comply with or be exempt from Section 409A of the Code

electronic delivery or execution of such document fails.

provide the Company or any designated third party administrator with a paper copy of any documents if the attempted

Page 5

17. Funding. The RSUs represent an unfunded promise to pay and deliver Shares in the future.

obligations and administer the Plan and the Agreement.

accepts that in the event he or she chooses to withdraw his or her consent, Company may not be able to perform its

the TechnipFMC Data Protection Office at privacy@TechnipFMC.com. Participant acknowledges, agrees and

described in this Section 16. At any time, Participant may withdraw the consent given herein in writing by contacting

and/or the transfer of Data is required by law, Participant hereby consents to such processing and/or transfer as

If Participant is located outside of the European Economic Area and to the extent consent to the processing

Plan or this Agreement.

Data requested or restrict the processing of the Data, Company will not be able to perform its obligations under the

It is obligatory for the Participant to provide any Data requested. If the Participant chooses not to furnish any

the TechnipFMC Data Protection Office at privacy@TechnipFMC.com.

longer periods. Participant may request further information on retention period applicable to the Data by contacting

necessary for defending their interests in the context of judicial proceedings, the Company will store the Data for

Subsidiaries are legally obliged to (e.g. for compliance with legal and financial reporting purposes), or where this is

Data will be held and used only as long as is necessary for the Purposes. Only where the Company and/or its

addressed by contacting the TechnipFMC Data Protection Office at privacy@TechnipFMC.com.

claims with the competent data protection authority. Requests regarding the Data, questions or complaints may be

Articles 15 to 21 of the GDPR or other similar applicable regulations and has the right to file complaints and/or

restrict processing of the Data, to object to the processing of the Data, as well as request Data portability pursuant to

Participant may request to have access to the his or her Data, to rectify any such Data, to erase the Data, to

Protection Office at privacy@TechnipFMC.com or Participant’s local human resources representative.

European Commission. Participant may request a copy of such safeguards by contacting the TechnipFMC Data

protection of the Data when disclosing the Data to a third party, such as the standard contractual clauses proposed by the

residence. Where relevant, the Company and its Subsidiaries will implement appropriate safeguards to ensure the

including in territories where data protection laws may not be as protective as in the Participant’s jurisdiction of

and authorities may be located in the United States, the United Kingdom, the European Economic Area, or elsewhere,

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Act of 1933.

This document constitutes part of a prospectus covering securities that have been registered under the Securities

Executed as of the Grant Date.

#Signed Electronically Via Online Process

Name:

Executive Vice President, People & Culture

#ParticipantName

By:

Nisha Rai

TechnipFMC plc

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directorship, consultancy or employment contract or relationship.

(f)

The value of the RSUs is an extraordinary item of compensation that is outside of the scope of any

(e)

Participation in the Plan is voluntary.

discretion of the Administrator.

under the Plan shall be granted and the terms thereof, including the time or times when any RSUs may vest, will be at the sole

(d)

All determinations with respect to any future awards, including, but not limited to, the times when awards

repeatedly in the past.

contractual or other right to receive RSUs or benefits in lieu of RSUs in the future, even if a Participant has received RSUs

(c)

The grant of the RSUs under the Plan is voluntary and occasional and does not give Participant any

cancel or terminate the Plan at any time.

(b)

The Plan is discretionary in nature and that, subject to the terms of the Plan, the Company can amend,

COMPANY OR ANY SUBSIDIARY.

DIRECTORSHIP, EMPLOYMENT OR OTHER SERVICE AGREEMENT BETWEEN A PARTICIPANT AND THE

ANY REASON, NOR SHALL IT BE CONSTRUED TO AMEND OR MODIFY THE TERMS OF ANY CONSULTANCY,

OF THE COMPANY OR ANY SUBSIDIARY TO EFFECT A TERMINATION OF SERVICES AT ANY TIME,AND FOR

VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH THE RIGHT

EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A DIRECTOR OR EMPLOYEE FOR THE

TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE DO NOT CONSTITUTE AN

APPLICABLE VESTING DATE UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THE AGREEMENT. THE

DIRECTOR, OR EMPLOYEE (AS APPLICABLE) OF THE COMPANY OR A SUBSIDIARY THROUGH THE

PURSUANT TO THE VESTING SCHEDULE WILL OCCUR ONLY IF THE PARTICIPANT CONTINUES AS A

(a)

No Guarantee of Continued Service. THE VESTING OF THE RESTRICTED STOCK UNITS

Award, the Participant acknowledges and agrees that:

I. GLOBAL PROVISIONS APPLICABLE TO ALL PARTICIPANTS By acceptance of the

laws in the country of residence may apply to Awards.

Participants are advised to seek appropriate professional advice as to how the relevant exchange control and tax

this Schedule A without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail. Any capitalized term used in

addition to those set forth in the Agreement, unless otherwise noted, and to the extent there are any inconsistencies between these

applicable to Participants providing services to the Company in the countries identified below. These terms and conditions are in

This Schedule A includes (i) additional terms and conditions applicable to all Participants, and (ii) additional terms

COUNTRY SCHEDULE

RESTRICTED STOCK UNIT AWARD AGREEMENT

TO TECHNIPFMC PLC INCENTIVE AWARD PLAN

SCHEDULE A

Page 8

such Participant understands and agrees that the provisions for such country apply and are incorporated into the Agreement.

(q)

To the extent the Participant is providing services in a country identified in Section II of this Schedule A,

exclusive discretion to determine when the Participant is no longer actively providing services for purposes of the RSUs.

Applicable Laws (including, but not limited to statutory law, regulatory law and/or common law); the Company shall have the

she is no longer actively providing services, regardless of any notice period or period of pay in lieu of such notice required under

the effective date of the Participant’s Termination of Services (whether or not in breach of local labor laws), or (2) the date he or

(p)

The Participant’s right to vest in the RSUs will terminate effective as of the date that is the earlier of (1)

waives any requirement for the Company to provide these documents in any other language.

Plan and the RSUs, including, without limitation, this Agreement and this Schedule A, which were provided in English, and

take precedence. By acceptance of the RSUs, the Participant confirms having read and understood the documents relating to the

language other than English, and if the translated version is different from the English version, the English language version will

(o)

If this Agreement, the Plan, any website or any other document related to the RSUs is translated into a

of a U.S. brokerage account.

exchange of U.S. dollars into or from local currency, the transfer of funds to or from the United States, and the opening and use

ownership and possible sale of any Shares issued upon vesting of the RSUs, including, but not limited to, tax reporting, the

(n) The Participant shall be responsible for legal compliance requirements relating to the RSUs or the

limitation, reporting or repatriation requirements.

applicable to the RSUs and the sale of Shares issued upon vesting of the RSUs and any resulting funds including, without

(m) It shall be the Participant’s responsibility to comply with any and all exchange control requirements

issued upon vesting of the RSUs.

currency exchange rates in connection with this Award, including without limitation in connection with the sale of any Shares

(l)

The Participant shall bear any and all risk associated with the exchange of currency and the fluctuation of

to participation in the Plan, the receipt of the RSUs or the acquisition or sale of Shares upon receipt of RSUs.

Schedule A or the Plan. Neither the Company nor any Subsidiary is making, nor have they made, any recommendations relating

specific tax, legal or financial advice with respect to the RSUs, the Shares issuable upon vesting of RSUs, this Agreement, this

(k) Neither the Company nor any Subsidiary has provided, nor will they provide, any Participant with

of the RSUs or any portion thereof.

(j)

No claim or entitlement to compensation or damages arises from the expiration, termination or forfeiture

predicted with any certainty.

(i)

The future value of the Shares that may be issued upon vesting of the RSUs is unknown and cannot be

otherwise explicitly provided in this Agreement as may be modified by this Schedule A and/or the Plan.

(h)

The RSUs shall expire, terminate and be forfeited upon Termination of Services for any reason, except as

retirement benefits, or similar payments.

limitation, calculating severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or

(g)

The RSUs are not part of normal or expected compensation or salary for any purpose, including, without

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for “TechnipFMC” or “FTI”; or

• in United States Dollars (“USD”) on the New York Stock Exchange website (https://www.nyse.com/index) and searching

• the Company’s website (http://www.technipfmc.com/en/);

The Participant can ascertain the market price of a Share in the Company from time to time by visiting either:

Participant will not be required to pay any amount for the payment of earned RSUs.

Company or the payment of cash of an amount equal to the Fair Market Value of those shares (or a combination of both). The

accordance with the vesting schedule outlined above in accordance with the terms of the Plan by delivery of Shares in the

4.

How to Calculate Values in Australian Dollars. The Participant may be paid earned RSUs which have vested in

acquire Shares.

accountant, financial adviser or other independent professional adviser before deciding whether to accept the offer of RSUs or to

and particular needs (including financial and tax issues) and seek professional guidance from your stockbroker, solicitor,

The Participant should carefully consider these risks in light of the Participant’s investment objectives, financial situation

investment.

there is a risk that, should the market for the Shares become illiquid, the Participant will be unable to realize the Participant’s

the Company’s Shares will trade at a particular volume or that there will be an ongoing liquid market for the Shares, accordingly

company. Such factors might adversely affect the market price of the Shares in the Company. Further, there is no guarantee that

prices of many companies are affected by factors which might be unrelated to the operating performance of the relevant

variations in general market conditions and/or market conditions which are specific to a particular industry. In addition, share

fiscal, monetary and regulatory policies, changes in interest rates and inflation rates, the announcement of new technologies and

Factors affecting the market price include domestic and international economic conditions and outlook, changes in government

associated with any stock market investment. It is important to recognize that stock prices and dividends might fall or rise.

consider the risk factors that could affect the performance of the Company. The Participant should be aware that there are risks

In considering the RSUs and the Shares that the Participant will hold on vesting of the RSUs, the Participant should

needs.

or the Shares does not constitute financial advice and does not take into account the Participant’s objectives, financial situation and

3.

The Plan and this Agreement do not constitute financial advice. Any advice given by the Company in relation to the RSUs

2.

Award Plan. A copy of the Plan is attached to this Agreement.

participate in the Plan is made under Division 1A of Part 7.12 of the Corporations Act 2001 (Cth).

1.

Corporations Act. Any offer to a Participant who is resident in Australia for tax, labour or securities law purposes to

or securities law purposes (Australian Participant).

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Australia for tax, labour

The provisions of this Country Schedule for Australia provide additional definitions and conditions for the purpose of

AUSTRALIA

IN THE IDENTIFIED COUNTRIES

II. COUNTRY SPECIFIC PROVISIONS APPLICABLE TO PARTICIPANTS WHO PROVIDE SERVICES

Page 10

institution responsible for the remittance.

the Participant’s participation in the Plan, and present additional supporting documents required by the Brazilian financial

exchange contracts, provide to the Brazilian financial institution the Participant’s personal information and information related to

with the Brazilian financial institution responsible for the remittance, including, but not limited to, powers to sign foreign

special powers to perform any and all acts necessary for the contracting and formalization of the foreign exchange transactions

transactions, in accepting this Agreement, each Participant appoints the relevant Employer as his or her representative with

Brazilian financial institution authorized to operate in the foreign exchange market. For the purposes of such foreign exchange

5.

Remittances. Any remittances from or to Brazil in connection with the Plan can only be carried out by means of a

negotiable in Brazil.

means of any public communication services. The Shares deliverable upon settlement of the RSUs under the Plan are not

this Agreement are only addressed to the Participant and other selected Employees and have not been offered or solicited by

4.

Securities Restrictions. Awards granted under the Plan do not constitute a public offer of the Shares. The Plan and

without limitation, any claw-back policy adopted to comply with the requirements of Applicable Law.

acknowledges being subject to the provisions of any forfeiture and claw-back policy implemented by the Company, including,

3.

Acknowledgment of Forfeiture and Claw-Back Provisions. In accepting this Agreement, Participant

threshold may be changed annually.

such assets and rights is equal to or greater than the applicable statutory threshold from time to time. Please note that the

submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of

2.

Exchange Control Information. If Participant is a resident or domiciled in Brazil, Participant will be required to

longer actively employed for purposes of Participant’s RSUs.

“garden leave” or notice period). The Administrator shall have the exclusive discretion to determine when Participant is no

extended by any notice period mandated under applicable local laws (e.g., active employment would not include a period of

RSUs under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be

event of termination of Participant’s employment (whether or not in breach of local labor laws), Participant’s rights to unvested

1.

Acknowledgment of Nature of Plan and RSUs. In accepting this Agreement, Participant acknowledges that in the

securities law purposes.

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Brazil for tax, labour or

The provisions of this Country Schedule for Brazil provide additional definitions and conditions for the purpose of

BRAZIL

report. If there is no Australian bank involved in the transfer, the Participant will be required to file the report.

international fund transfers coming into or going out of Australia. The Australian bank assisting with the transaction will file the

5.

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding A$10,000 and

http://www.rba.gov.au/statistics/frequency/exchange-rates.html.

exchange rate or for an approximate exchange rate published by the Reserve Bank of Australia you can follow this link:

of USD $1 on the NYSE, its equivalent value will be AUD $1.50. Please contact your bank for the prevailing USD: AUD

or EUR:AUD exchange rate (as relevant). For example, if the exchange rate is 1 USD : 1.5 AUD, and one Share has a value

•

To determine the market value of a Share in Australian Dollars (“AUD”), you will need to apply the prevailing USD : AUD

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respectively reached at the following contact details: + 1 403 781 3267 and +1 709 724 1858. Canadian

TechnipFMC Canada Ltd. and the Manager, Human Resources & Administration for TechnipFMC Canada Ltd. who can be

applicable, complies with applicable privacy and data protection laws in Canada are the Senior Human Resources Manager for

People and Culture employees. The persons designated to be responsible for ensuring that the Employer and/or the Company, as

Purposes. Canadian Participants’ Data will be kept at St. John’s, Newfoundland and Calgary, Alberta and accessible to limited

collection, use and disclosure of his/her Data by the Employer and the Company (and each of their service providers) for the

5.

Data Privacy. Pursuant to Section 20 of the Agreement, Participant hereby consents to the

listed at that time.

permitted to sell any Shares acquired pursuant to the Plan through the facilities of the stock exchange(s) on which the shares are

4.

Canadian Securities Law Compliance. Participant acknowledges that he/she shall only be

be necessary to accomplish the foregoing

laws or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertaking that may

acquired upon vesting of this RSU, to the extent the Company determines it is necessary or advisable in order to comply with local

3.

Further Requirements. The Company reserves the right to impose other requirements on this RSU and the Shares

necessary to accomplish the foregoing.

facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that may be

vesting of this RSU, to the extent the Company determines it is necessary or advisable in order to comply with local laws or

(b)

The Company reserves the right to impose other requirements on this RSU and the Shares acquired upon

convention.

documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement a la présente

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention (“Agreement”), ainsi que de tous

proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal

(a) French Language Provision. The following provisions will apply if Participant is a resident of Quebec:

2.

Special Provisions for Participants in Quebec.

notice required to be provided under applicable local law, including common law.

and its Subsidiaries and affiliates. Such date shall not be extended by any notice of termination period or payment in lieu of

have experienced a Termination of Service on the date when Participant is no longer providing active services to the Company

1.

Termination of Service. For the purposes of this Agreement, Participant will be deemed to

or securities law purposes.

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Canada for tax, labour

The provisions of this Country Schedule for Canada provide additional definitions and conditions for the purpose of

CANADA

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specific French personal income tax and social security treatment.

Shares may be made only in accordance with the Plan and the Agreement, in which cases the RSUs may no longer qualify for

Change in Control as set forth in Section 2.11 of the Plan, adjustments to the terms and conditions of the RSUs or underlying

3.

Change in Control. Notwithstanding Section 3 of the Agreement, in the event of a corporate transaction or a

any other rights attached to the shares as they arise.

As from the settlement of the RSUs, the French Participant shall be entitled to dividends, distributions, right to vote or

delivered to the French Participant.

to dividends or other distributions made or right to vote, in respect of the RSUs, until the underlying shares have been issued or

The Participant is not a shareholder and shall not be entitled to any shareholder’s rights, including but not limited to right

receive Dividend Equivalents on the RSUs.

2.

Dividends - Dividend Equivalents - Right to Vote. Prior to the Vesting Date, the Participant will not be entitled to

Vesting Date.

Retirement (as defined below) prior to the Vesting Date, the Participant will retain the right to receive vested RSUs on the

Date, all of the RSUs will vest and be immediately transferable as of the date of such Disability. In the event of Participant’s

following the Participant’s date of death. In the event of the Participant’s Disability (as defined below) prior to the Vesting

vest immediately and the underlying Shares shall be issued to his or her heirs, at their request made within 6 months

1.

Death, Disability or Retirement. In the event of Participant’s death prior to the Vesting Date, all of the RSUs will

Participants resident in France are subject to the additional following conditions:

Notwithstanding any other provisions of the Plan and the Sub-Plan, RSUs granted under this Country Schedule France to

(mandataires sociaux) who are resident in France for French tax purposes and/or subject to the French social security regime.

L. 22-10-59 et seq. of the French Commercial Code (Code de Commerce), for qualifying Employees and corporate officers

security treatment in France applicable to shares granted for no consideration under Articles L. 225-197-1 to L. 225-197-5 and

granting restricted stock units (the “RSUs”) which are intended to qualify for specific French personal income tax and social

The provisions of this Country Schedule France provide additional definitions and conditions for the purpose of

FRANCE

not later than five (5) days before the date on which the tax amounts must otherwise be withheld).

been provided with an opportunity to satisfy the relevant tax amounts by tendering a cash payment (such payment to be received

entitlement under Section 7 of the Agreement (or any substantially equivalent provision) shall only apply after Participant has

6.

Withholding Obligations. Notwithstanding any other provision of the Agreement or Plan, the Company’s

with respect to such service providers and affiliates outside Canada.

affiliates outside Canada (including the Company) or to obtain written information about the Employer’s policies and practices

questions about the collection, use, disclosure or storage of personal information by the Employer’s service providers and

permitted exceptions under Applicable Law. Participants may also contact them with any questions or complaints, including any

Participants may contact them to request access to their Data and/or to rectify any such Data, subject to certain required or

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unilatéral et discrétionnaire de renoncer au(x) engagement(s) contenu(s) dans les clauses

L’Employeur (défini comme la société TechnipFMC plc ou toute société affiliée, selon le cas) se réserve le droit

delivered by the Participant to its employer, or vice versa, or by agreeing so in a mutual termination agreement, if applicable.

collective bargaining agreement mandatorily applicable to the Employer) after notice of termination of employment has been

and/or (iii) by notifying such decision to the Participant in writing at the latest 15 days (or such earlier date as provided by a

(c)

The Employer has the unilateral and discretionary right to waive the covenant(s) contained in Clauses 2(a)(i), (ii)

Unis).

est remplacé par le suivant : France, Royaume-Uni de Grande-Bretagne et d’Irlande du Nord, Norvège et État du Texas (États-

Le périmètre de la Zone Géographique prévu à l’article 2(a)(iii) de la Clause de Confidentialité et de Non Concurrence

(U.S.A.).

instead be defined as: France, the United Kingdom of Great Britain and Northern Ireland, Norway and the State of Texas

(b) The Restricted Area as defined in Clause 2(a)(iii) of the Confidentiality and Non-Compete Agreement shall

social.

période d’emploi ainsi que pour une durée de dix ans suivant la rupture du contrat de travail ou de la cessation du mandat

L’obligation figurant à l’article 1 de la Clause de Confidentialité et de Non-Concurrence s’applique pendant toute la

employment and for only a period of ten years following termination of employment.

(a)

The covenant contained in Clause 1 of the Confidentiality and Non-Compete Agreement applies during

Clause de Confidentialité et de Non-Concurrence et à celles de la traduction française de celle-ci figurant à l’Exhibit A.1.

Il est précisé que les dispositions spécifiques figurant aux paragraphes (a) à (c) ci-après dérogent aux dispositions de la

Compete supersede the Confidentiality and Non-Compete and its French translation in Exhibit A.1.

For the avoidance of doubt, the specific provisions in paragraphs (a) through (c) below to the Confidentiality and Non-

6. Confidentiality and Non-Compete Agreement – Exhibit A.

position, by either party, at a time the Participant is entitled to benefit from full pension rights (retraite à taux plein).

(c)

“Retirement” means termination of the Participant’s employment contract and/or corporate officer

the condition that the occurrence of the item or items listed therein result from a shareholder decision.

“Good Reason” shall be the same as that set forth in the Agreement, adapted mutatis mutandis to a corporate officer, subject to

defined by French law (motif économique de licenciement). For corporate officers (mandataires sociaux), the definition of

(b) “Good Reason” means, for an Employee, termination for alleged economic reasons for dismissal as

set forth in Article L. 341-4 of the French Social Security Code.

(a)

“Disability” means: Participant’s inability corresponding to the 2 or 3 category among the categories

nd

rd

5.

Definitions. For all purposes of this Agreement and the Plan the following defined terms shall apply:

issue directives for the purposes of deciding what should happen to his or her Data after his or her death.

4.

Data Privacy. In addition to the rights mentioned in Section 17 of the Agreement, Participant also has a right to

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Traduction française la Clause de Confidentialité et de Non-Concurrence – Exhibit A.1.

French translation of the Confidentiality and Non-Compete – Exhibit A.1.

anglaise et la traduction française, la traduction française prévaudra.

Une traduction française de l’Exhibit A figure ci-après (l’« Exhibit A.1 »). En cas de divergence entre la version

and the French translation, the French translation shall prevail.

A French translation of Exhibit A is enclosed below (“Exhibit A.1”). In case of discrepancy between the English version

rupture amiable, le cas échéant.

social par l’Employeur ou le Participant. Cette renonciation pourra également être effectuée dans le cadre d’un accord de

une convention collective s’imposant à l’Employeur) suivant la notification de la rupture du contrat de travail ou du mandat

2(a)(i), (ii) et/ou (iii) en notifiant cette décision au Participant par écrit au plus tard 15 jours (ou tout délai plus court prévu par

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services connexes dans le domaine

d'une personne physique ou morale (chacune, une « Personne »), ayant des activités de génie civil, de construction et de

suivant le départ effectif de l’entreprise (la « Période de Restriction »), ne pas, directement ou indirectement par l'entremise

(a) au cours de l’exécution de son contrat de travail ou de son mandat social et pendant une durée de 12 mois

Participant s’engage à :

Participant son goodwill ainsi que des Informations Confidentielles. Par conséquent, sous réserve des modalités de l'article 3, le

partenaires commerciaux et à d’autres relations importantes, de la Société et de ses Filiales. A ce titre, la Société confiera au

d’être présenté à des clients actuels ou potentiels, investisseurs, prestataires de services, fournisseurs de biens ou de services,

connaissances exclusives relatives aux activités actuelles et envisagées de la Société et de ses Filiales. En outre, il est susceptible

social, le Participant a pu avoir accès et continue d’avoir accès à des Informations Confidentielles ainsi qu’à d'autres

2. Restrictions. Dans le cadre de l’exécution de son contrat de travail ou de son mandat

24 heures.

Participant s'engage à restituer toute Information Confidentielle, sous quelque forme que ce soit, à la Société dans un délai de

des données hors des systèmes autorisés par la Société. En cas de cessation du contrat de travail ou du mandat social, le

cloud, de cartes mémoire, de disques zip ou tout autre support ou moyen similaire permettant de transmettre, stocker ou archiver

de stockage Fire Wire, de disquettes, de CD ou DVD, de comptes de messagerie personnels, de comptes de stockage en ligne ou

d'un téléphone mobile, de disques durs externes, de lecteurs « flash » USB, de périphériques de stockage USB, de périphériques

Confidentielle, notamment en copiant ou en transmettant ces renseignements au moyen d'un appareil électronique personnel,

s’engage à ne pas extraire des locaux de la Société ou de l’une de ses Filiales ou soustraire à leur contrôle, toute Information

Sauf si cela est nécessaire pour l’exécution des fonctions du Participant pour la Société ou l’une de ses Filiales, le Participant

Accord, par toute personne non autorisée à recevoir de telles informations, à en informer la Société par écrit dans les 24 heures.

Confidentielle. Le Participant s’engage en outre, s’il venait à être interrogé au sujet d'informations faisant l'objet du présent

Participant doit, à tout moment, faire ses meilleurs efforts pour empêcher la publication ou la divulgation de toute Information

condition que cette source ne soit pas liée à la Société ou l’une de ses Filiales par un engagement de confidentialité. Le

accessibles au Participant sous une forme non confidentielle à partir d’une source autre que la Société ou l’une de ses Filiales, à

forme non confidentielle avant leur divulgation par un membre de la Société ou de l’une de ses Filiales ; ou (iii) deviennent

raison, en tout ou en partie, de la divulgation ou d'un acte fautif du Participant ; (ii) étaient accessibles au Participant sous une

Informations Confidentielles, les informations qui (i) sont ou deviennent généralement accessibles au public autrement qu’en

(ci-après une « Filiale ») ou de l’un de ses clients (« Information Confidentielle »). Ne sont pas considérées comme des

tout secret d’affaires, information confidentielle ou exclusive de la Société, de l'une de ses filiales directes ou indirectes

(c) de causer, par négligence, la divulgation non autorisée de :

celles d’un de ses clients ; ou

(b) d’utiliser à des fins personnelles ou à des fins étrangères à celles de l’Employeur ou, le cas échéant,

(a) de divulguer ou de communiquer à toute personne ;

cessation dudit contrat ou mandat :

fonctions) pendant la durée de son contrat de travail ou de son mandat social avec l’Employeur ainsi qu’à tout moment après la

1. Confidentialité. Le Participant s’interdit (sauf dans le cadre de la bonne exécution de ses

CONFIDENTIALITE ET NON-CONCURRENCE

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n’approuvera la prise de telles initiatives par toute autre Personne.

toute autre Personne. Le Participant ne s’adressera à aucune personne à une quelconque de ces fins, ni n’autorisera ou

marketing, de la finance, de la gestion, ou des fonctions équivalentes, afin d’être embauché ou employé par le Participant ou par

de ses Filiales et qui exerçait pendant la Période Concernée des fonctions d’encadrement dans les domaines de la vente, du

personne qui, au cours de la Période Concernée, était un salarié, mandataire, consultant ou prestataire de la Société ou de l’une

(b) Pendant la Période de Restriction, ne pas employer, embaucher, solliciter, inciter ou persuader toute

Géographique Prohibée même si le lieu de travail du Participant est situé en dehors de la Zone Géographique Prohibée.

s'appliquent également à l'activité du Participant exercée au profit d'une Entreprise Concurrente située dans la Zone

de ses Filiales au cours de l'année précédente (la « Zone Géographique Prohibée »). Les restrictions du présent article 2

un chantier, un établissement ou un bureau où le Participant a pu exercer une activité professionnelle pour la Société ou l’une

de ses Filiales au cours de l’année précédente, ou (C) dans laquelle la Société ou l’une de ses Filiales avait un lieu de travail,

période d’emploi ou de mandat ; (B) le Participant s’est vu affecter un client ou une mission de service pour la Société ou l’une

clients ou fournit des services, pour lesquels le Participant a reçu ou obtenu des Informations Confidentielles au cours de sa

paroisses, arrondissements ou équivalent dans lesquels (A) la Société ou l’une de ses Filiales employant le Participant, a des

connaissance d’Informations Confidentielles. La Zone Géographique Prohibée désigne tous les pays, territoires, comtés,

(telle que définie ci-dessous) pendant la Période de Restriction ou pour toute période au cours de laquelle le Participant a

toute entreprise ayant une activité identique ou similaire à l’Activité, située à l’intérieur de la Zone Géographique Prohibée

(iii) être employé, embauché ou fournir activement ses services à toute Entreprise Concurrente ou à

concluantes ;

renseignements pour la fourniture de biens ou de services relatives à l’Activité, même lorsque ces demandes n'ont pas été

restriction, le terme « client » comprend toutes les Personnes dont la Société ou l’une de ses Filiales a reçu des demandes de

ces fins, ni n’autorisera ou n’approuvera la prise de telles initiatives par toute autre Personne. Aux fins de la présente

Participant détient des Informations Confidentielles). Le Participant ne s’adressera à aucun fournisseur à une quelconque de

Participant ou l’un de ses subordonnés directs, a été activement impliqué durant cette période ou à l’égard duquel le

moment donné pendant la Période Concernée était un client de la Société ou de l’une de ses Filiales (et avec lequel le

Considérée (l’une quelconque de ces activités étant définie comme l'« Activité Concurrente ») de toute Personne qui, à un

pour laquelle le Participant détient des Informations Confidentielles en raison de son emploi ou mandat pendant la Période

pour laquelle le Participant exerçait une partie significative de sa mission à tout moment au cours de la Période Concernée ou

(ii) solliciter des affaires qui sont de même nature ou de nature semblable à la partie de l’Activité

de ces fins, ni n’autorisera ou n’approuvera la prise de telles initiatives par toute autre Personne ;

entre le fournisseur et la Société ou l’une de ses Filiales. Le Participant ne s’adressera à aucun fournisseur à une quelconque

durant cette période ou à l’égard duquel le Participant détient des Informations Confidentielles) à réduire le niveau d’activité

Société ou de l’une de ses Filiales (et avec lequel le Participant ou l’un de ses subordonnés directs, a été activement impliqué

année d’emploi ou de mandat du Participant au sein de l’Employeur (la « Période Considérée »), était un fournisseur de la

(i)

solliciter, inciter, persuader toute Personne, qui, à un quelconque moment au cours de la dernière

») de :

S.A., Weatherford International plc, ainsi que leurs sociétés affiliées et toute entité leur succédant (l’« Entreprise Concurrente

Halliburton Company, McDermott International Inc., National Oilwell Varco Inc., Saipem S.p.A., Schlumberger Ltd., Subsea 7

du pétrole, du gaz et des produits pétrochimiques (l’« Activité »), et notamment, sans y être limitée : Baker Hughes Company,

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accord par le Participant, et en raison du dommage immédiat et

d'évaluer le préjudice économique subies par la Société et ses Filiales résultant de la violation des articles 1 et 2 du présent

violation ou un tel risque de violation de la présente Clause de Confidentialité et de Non-Concurrence. En raison de la difficulté

telle violation ou d’un tel risque de violation, et/ou l’engagement de toute action judiciaire en vue de mettre un terme à une telle

risque de violation des articles 1 et 2 du présent accord, notamment en vue de l’indemnisation de tout préjudice résultant d’une

juridiquement permise afin de faire respecter les engagements pris au titre du présent accord ou de prévenir toute violation ou

6.

Exécution forcée des engagements. La Société pourra engager toute action qu’ellel estime nécessaire et

aux dispositions législatives relatives à la protection des lanceurs d’alerte.

réglementation à tout organisme ou autorité gouvernementale ou administrative et/ou de faire des révélations conformément

Clause de Confidentialité et de Non-Concurrence n'interdit au Participant de signaler d'éventuelles violations de la loi ou de la

5. Non-interférence avec les droits du lanceur d’alerte. Aucune disposition de la présente

suffisante aux restrictions prévues aux articles 1 et 2.

4. Contrepartie. Le Participant reconnaît que l'octroi de RSUs constitue une contrepartie

compétences et à l’expertise acquises par lui sans enfreindre les restrictions prévues à l’article 2.

Filiales, tout en permettant au Participant d'exercer raisonnablement une activité professionnelle correspondant aux

protéger les Informations Confidentielles, le goodwill et intérêts commerciaux importants et légitimes de la Société et de ses

déterminante du présent accord ; qu’elles ont pour objectif et sont nécessaires pour prévenir tout acte de concurrence déloyale,

certaines activités concurrentes, sont proportionnés à tous égards et non excessives ; qu’elles constituent une condition

limitations et restrictions énoncées aux présentes, notamment les restrictions dans l’espace et dans le temps à l'égard de

(e) Le Participant reconnaît qu'il a volontairement accepté les engagements énoncés à l’article 2 et que les

présent accord.

inapplicable, elle pourrait être réputée non écrite sans porter atteinte à la validité ou l’effectivité de toute autre disposition du

valable(s) et effective(s). Dans le cas où l'une ou l'autre des restrictions ne pouvait être modifiée et était considérée

s'appliquerai(en)t avec la ou les suppression(s) ou réduction(s) nécessaire(s) pour rendre la ou les restriction(s) pertinente(s)

comme non-excessives si l’une ou plusieurs de leurs stipulations étaient supprimées, la ou les restriction(s) pertinente(s)

devaient être considérées comme excessives pour la protection des intérêts légitimes de l’Employeur mais seraient considérées

les parties comme étant proportionnées en toutes circonstances. Il est convenu que si l’une ou plusieurs de ces restrictions,

(d) Chacune des restrictions énoncées à l’article 2 est distincte et indépendante. Elles sont considérées par

d’une Entreprise Concurrente et avisera par écrit le Participant de toute modification apportée à cette liste, le cas échéant.

réorganisation, de fusion, d'acquisition, de cession ou de tout autre changement important dans la structure organisationnelle

(c) La Société peut ajouter ou retirer des entreprises de la liste des Entreprises Concurrentes en cas de

le point de départ de la Période de Restriction sera fixé au dernier jour de travail effectif du Participant pour l’Employeur.

(b) Au cas où l’Employeur dispenserait le Participant de l’exécution d’un éventuel préavis de fin de contrat,

concurrentes de l’Activité de la Société.

écrite et préalable de la Société pour exercer ses activités ou lorsque les activités exercées par le Participant ne sont pas

(a) Les restrictions prévues à l’article 2 ne s’appliquent pas lorsque le Participant a reçu une autorisation

restrictions prévues à l’article 2 ;

3. Limitations et modifications. Les modifications et limitations suivantes s’appliquent aux

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acknowledges that, in the event of termination of the Participant’s employment, the Participant’s rights to

1. Acknowledgment of Nature of Plan and RSUs. In accepting this Agreement, the Participant

or securities law purposes.

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Norway for tax, labour

The provisions of this Country Schedule for Norway provide additional definitions and conditions for the purpose of

NORWAY

collection, disclosure and transfer of Data by Company for the Purposes.

4.

Data Privacy. By entering into the Agreement, Participant consents to the processing,

days earlier than the date of vesting.

and Exchange Board of India on the specified date, being the vesting date or any date not being a date which is more than 180

The FMV of the Shares shall be the value as determined by a Category I Merchant Banker registered with the Securities

The value of benefit shall be aggregate Fair Market Value (“FMV”) of the Shares on the date of vesting.

the value of benefit (in the form of allotment of Shares) which shall be chargeable to tax in the hands of the Participant as salary.

Employer, an amount towards taxes computed at the applicable rate at the time of allotment of the Shares to the Participant on

3.

Tax Considerations. The Employer shall have the right to withhold, or require the Participant to remit to the

such Indian subsidiary or Affiliate to comply with the applicable reporting requirements under Indian company law.

Plan and this Agreement, including inter alia the number thereof, price paid, date of acquisition, and mode of holding in order for

the Indian subsidiary shall provide such Indian subsidiary with details of securities held by them in the Company pursuant to the

2.

Key Managerial Personnel Notification Obligation. Participants who are directors or key managerial personnel of

any applicable Indian labor and employment laws.

awards, pension or retirement benefits, overtime, leave pay, social welfare contributions, or any other payment or benefit under

severance, resignation, redundancy, end of service payments, gratuity, retrenchment compensation, bonuses, long-service

salary, wages, allowances or emoluments of the Participants, for any purpose, including, without limitation, calculating

1.

RSUs Not Part Of Compensation. The RSUs are not part of normal or expected compensation, remuneration,

securities law purposes.

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in India for tax, labour or

The provisions of this Country Schedule for India provide additional definitions and conditions for the purpose of

INDIA

spécifique.

tous les autres droits et recours dont la Société dispose en droit et en équité, en ce compris l’obtention d’une indemnisation

constitue pas le seul recours de la Société en cas de violation ou de menace de violation de ces engagements, mais s'ajoute à

compétente en vue de mettre un terme ou d’interdire une telle violation ou un tel risque de violation. Une telle injonction ne

ces dispositions, la Société est en droit d’obtenir une injonction (sans obligation de déposer une caution) de la juridiction

que dans le cas où la Société considère à sa seule discrétion que le Participant viole ou risque de violer l’une quelconque de

irréparable qu’une telle violation serait susceptible de causer, sans autre recours juridique adéquat, le Participant convient

Page 19

annually if the Participant owns Shares that exceed 10% of the total voting capital of the Company.

aggregate value of such assets and liabilities is equal to or greater than PLN 7,000,000. Additionally, the Participant must report

file in the National Bank of Poland quarterly declarations of assets and liabilities held outside of Poland if at the end of a year the

7.

Exchange Control Information. If Participant is a resident or domiciled in Poland, the Participant will be required to

approved or notified to the Polish Financial Supervisory Authority (“Komisja Nadzoru Finansowego”).

to less than 150 employees in Poland in a consecutive period of 12 months. Neither the Plan nor any related document has been

available containing information on the number and nature of shares as well as reasons for and details of the offer, or (ii) if offered

Regulation, in particular, Article 1 section 4 letter (i) of the Regulation, provided that the document, drafted in Polish, is made

market, and repealing Directive 2003/71/ECT (Regulation): (i) if offered under one of the exemptions available under the

Council of 14 June 2017 on a prospectus to be published when securities are offered to the public or admitted to trade on a regulated

without the requirement of publishing the prospectus under Regulation (EU) 2017/1129 of the European Parliament and of the

or multilateral trading facility in Poland. The Awards under the Plan, specifically, the PSUs and Shares, can be offered in Poland

addressed to selected and specific employees and the PSUs and Shares are not listed or meant to be listed on any regulated market

6.

Securities Law Information. The Plan and Awards under the Plan, specifically, the PSUs and Shares, are only

of the manner and reasons thereof.

5.

Termination of Service. “Termination of Service” shall mean the Participant ceasing to be the Director, irrespective

4.

Director. “Director” shall mean the management board member of the Company or any Subsidiary.

Company or of any Subsidiary.

3.

Employee. “Employee” means: any officer or other employee (as determined under Polish Labour Code) of the

2.

Disability. “Disability” means disability to work under the Polish statutory provisions.

plans (PPK).

arrangements, or any payments resulting from employment or corporate relationship, including payments towards employee capital

any payment due to cessation of employment or term of office, any bonuses/awards, compensation related to non-competition

the Polish Labour Code and therefore, shall not be considered for the purposes of determining any severance pay, compensation, or

compensation for holding a function of the Director nor the Participant’s employee work and pay conditions within the meaning of

1.

No Entitlement for Claims. The RSUs and the Shares issued pursuant to vesting are neither part of the Participant’s

labour or securities law purposes.

granting RSUs which are intended to be granted to Employees, Directors and corporate officers who are resident in Poland for tax,

The provisions of this Country Schedule for Poland provide additional definitions and conditions for the purpose of

POLAND

to Norwegian law for Participants whose employment are governed by Norwegian law.

3.

Exhibit A. The provisions on Confidentiality and Non-Compete in Exhibit A only apply as far as allowed subject

Definition of the term “Good Reason” do not apply to Participants whose employment are governed by Norwegian Law.

2.

Definitions. For all purposes of this Agreement and the Plan, Clause 23(c)(iv) and Clause 20(c)(v) regarding the

Participant is no longer actively employed for purposes of Participant’s RSUs.

any notice period or agreed “garden leave”; the Administrator shall have the exclusive discretion to determine when the

vest the RSUs under the Plan, if any, will terminate effective as of the date of the termination notice, and will not be extended by

Page 20

(c) The Singapore Company will be deemed to be related to the Company if the Singapore Company is:

of the business of the company, as the case may be.

(ii)

is principally responsible for the management and conduct of the business of the company, or part

(i)

is in direct employment of, or acting for or by arrangement with, the company; and

described, who:

(b) A “chief executive officer”, in relation to a company, means any one or more persons, by whatever name

corporation are accustomed to act and an alternate or substitute director.

called and includes a person in accordance with whose directions or instructions the directors or the majority of the directors of a

(a) A “director” includes any person occupying the position of a director of a corporation by whatever name

In this regard:

business days of becoming a director or chief executive officer (as applicable).

such interest in the Company. In addition, a notification of the Participant’s interests in the Company must be made within two

vesting and settlement of the RSUs). These notifications must be made within two business days of acquiring or disposing of any

Participant disposes of such interest in the Company (including when the Participant acquires or transfers Shares issued upon

options and contracts) in the Company (e.g. the RSUs). In addition, the Participant must notify the Singapore Company when the

Singapore Company in writing when the Participant acquires an interest (such as shares, debentures, participatory interests, rights,

disclosure / notification requirements under the Companies Act 1967. Among these requirements is an obligation to notify the

company incorporated in Singapore which is related to the Company (“Singapore Company”), the Participant is subject to certain

3.

Director / CEO Notification Obligation. If the Participant is a director or chief executive officer (as applicable) of a

available and, if it were generally available, it might have a material effect on the price or value of those Shares.

have a material effect on the price or value of the Shares, and (b) the Participant knows that the information is not generally

information that is not generally available but, if the information were generally available, a reasonable person would expect it to

Participant is prohibited from acquiring or selling Shares or rights to Shares (e.g. RSUs) when (a) the Participant possess

Participant’s acquisition or disposal of Shares or rights to Shares under the Plan. Under Division 3 of the Part XII of the SFA, a

2.

Insider Trading. A Participant should be aware of the Singapore insider trading regulations, which may impact the

prospectus requirements under the SFA.

being made in reliance of section 273(1)(f) of the Securities and Futures Act 2001 (“SFA”) for which it is exempt from the

1.

Securities Law Information. The award of the RSUs and the issuance and delivery of the Shares pursuant to the Plan is

labour or securities law purposes.

of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Singapore for tax,

The provisions of this Country Schedule for Singapore provide additional definitions and conditions for the purpose

SINGAPORE

the Personal Data Protection Office).

8.

Data Privacy. The Participant has the right to lodge a complaint with the Polish supervisory authority (President of

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the Purposes

5.

Data Privacy. By entering into the Agreement, Participant consents to the processing and transfer of Data by Company for

whether on his or her account or on behalf of another person.

Company, a Singapore Subsidiary of the Company, other affiliated company or any other person paying such emoluments,

where such right or benefit is obtained by reason of any office or employment held by him or her. “Employer” shall mean the

and any gains or profits, directly or indirectly, derived by any person from a right or benefit to acquire shares in any company

allowance (other than certain types of allowance) paid or granted in respect of the employment whether in money or otherwise,

profits from any employment, which includes any wages, salary, leave pay, fee, commission, bonus, gratuity, perquisite or

will have to be so deducted or withheld by the Employer and paid to the IRAS. Emoluments include income from gains or

notifies the Employee of the termination of employment. An amount equal to the tax amount required to be deducted or withheld

monies due to the Participant from the day the Employee notifies his/her intention to cease employment or when the Employer

withhold taxes arising from the vesting of the RSU from the Participant’s emoluments. The Employer is required to withhold all

employment with the Employer (as defined below), the Employer may be required under the Income Tax Act 1947 to deduct or

Where the Participant is neither a Singapore citizen nor a Singapore Permanent Resident and is about to leave

the Participant.

All taxes (including income tax) arising from the award of any RSU or the vesting of any RSU thereon shall be borne by

Singapore.

extent the Participant is a foreigner, how such gains or profits aforesaid will be taxed at the time the Participant ceases to work in

the Participant. The Participant is advised to seek professional tax advice as to the Participant’s tax liabilities including, to the

payment of tax on the RSU gains for any period of time up to a maximum of 5 years, subject to filing formalities to be made by

qualifying criteria relating thereto are met. Interest will be chargeable for the deferral of tax. If granted, the Employee can defer

arising from RSU gains under incentive schemes operated by the Inland Revenue Authority of Singapore (“IRAS”) if the

Participant is at the time the RSU vests. The Participant may, however, be eligible to enjoy deferment of the payment of tax,

be taxable in Singapore as part of the Participant’s employment remuneration when the RSU vests, regardless of where the

Participant’s employment in Singapore, any gains or profits derived by the Participant arising from the vesting of such RSU will

4.

Taxation Information. In the event that a Participant should be granted an award of the RSU in connection with the

(d) “Business day” means any day other than a Saturday, Sunday or public holiday in Singapore.

(iii) a subsidiary of the holding company of the Company.

(ii)

a subsidiary of the Company; or

(i)

the holding company of the Company;

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preceding.

job site,facility, or office at which the Participant had work activity for the Company or any Subsidiary in the one-year period

Company or any Subsidiary in the one-year period preceding, or (C) in which the Company or any Subsidiary had a work site,

obtained Confidential Information during his/her employment; (B) the Participant had a customer or service assignment for the

Company or a Subsidiary that employs the Participant has customers or service assignments about which Participant received or

(b) “Restricted Area” means each country, territory, county, borough, or equivalent thereof in which (A) the

eligible to receive a state pension in the UK.

(a) “Retirement” means the termination of the Participant’s employment at the age when he or she becomes

5. For the purposes of this Agreement and the Plan, the following defined term applies:

person other than the person to whom it has been specifically addressed.

Subsidiaries. This UK Agreement is strictly confidential and is not for distribution to, and may not be acted upon by, any other

relate has been determined as having regard to the Participant’s circumstances as an Employee of the Company or one of its

2000 of the United Kingdom and is being directed at the Participant because the offer to which this UK Agreement and the Plan

has been issued, nor has it been approved by, an authorised person within the meaning of the Financial Services and Markets Act

4. Acknowledgement. Participant acknowledges that neither this UK Agreement nor the Plan

are not to apply to such Shares.

of the RSUs on any occasion will be calculated as if the Shares were not restricted and Sections 425 to 430 (inclusive) of ITEPA

(Earnings and Pensions) Act 2003 (“ITEPA”) that, for relevant tax purposes, the market value of the Shares acquired on Vesting

within 14 days of acquiring the Shares) join with his/her Employer in electing, pursuant to Section 431(1) of the Income Tax

3. Election. Participant undertakes that, upon request by the Company, he/she will (on or

issue, allot or transfer Shares until Participant has satisfied this obligation.

grant or vesting of the Awards and/or the acquisition of the Shares by the Participant. The Company shall not be required to

such arrangements as the Company may require for the satisfaction of any Tax Liability that may arise in connection with the

2. Tax Liability. RSUs will not vest or be acquired by Participant until Participant has made

of any Shares (each of those events referred to as a “Taxable Event”)).

all of the restrictions that apply to any of the Shares ceasing to apply to the Shares or otherwise being varied, or (4) the disposal

arising) that is attributable to (1) the grant and/or vesting of the RSUs; (2) the acquisition by Participant of the Shares (3) any or

Company) employer’s National Contributions (or other similar obligations to pay tax and social security wherever in the world

(a “Tax Liability” being any liability for income tax, employee’s National Insurance contributions and (at the discretion of the

Subsidiary, any Parent and his/her Employer, if different, from and against any liability for or obligation to pay any Tax Liability

1. Tax Indemnity. Participant agrees to indemnify and keep indemnified the Company, any

granted RSUs. Other Eligible Individuals who are not Employees are not eligible to receive RSUs in the United Kingdom.

of the Plan with the exception that in the United Kingdom only Employees of the Company or any Subsidiaries are eligible to be

any Subsidiaries who are based in the United Kingdom will be granted on similar terms. This Agreement incorporates the terms

United Kingdom based Employees of the Company and any Subsidiaries. All Awards granted to Employees of the Company or

The Agreement together with these UK specific terms form the rules of the employee share scheme applicable to the

UNITED KINGDOM

subject to any required delay as provided under Section 16; or

Change in Control (the “Protection Period”), such RSUs shall be payable upon the date of Participant’s Termination of Service,

(ii) by Participant for Good Reason (as defined below) and within the twenty-four month period following the consummation of a

Service prior to any Vesting Date for a reason (i) other than Participant’s engaging in a Detrimental Activity (as defined below) or

in Sections 1 and 2, payable on the applicable Vesting Date; provided, however, in the event of the Participant’s Termination of

(a)

assumes or continues the Award, the RSUs shall continue to be subject to vesting and forfeiture as provided

any parent corporation thereof:

3.

Change in Control. Notwithstanding the foregoing, upon a Change in Control where the surviving corporation or

Vesting Date, the Participant will retain the right to receive vested RSUs on each applicable Vesting Date.

(b)

Notwithstanding Section 1 hereof, in the event of Participant’s Retirement (as defined below) prior to any

to any Vesting Date, the unvested RSUs will vest and be immediately transferable as of the date of such death or Disability.

(a)

Notwithstanding Section 1 hereof, in the event of Participant’s death or Disability (as defined below) prior

2.

Death, Disability or Retirement.

Vesting Date, the unvested portion of the Award remains subject to substantial risk of forfeiture.

upon Participant’s Termination of Service before any Vesting Date other than as provided in Sections 2 or 3 below. Prior to any

Shares as the number of RSUs that vest on such Vesting Date as freely transferable Shares. All unvested RSUs will be forfeited

Date, unless otherwise provided in Sections 2 or 3 below. On each Vesting Date, the Company will deliver an equal number of

(each, a “Vesting Date”), subject to the Participant’s continued employment, appointment or service through the applicable Vesting

1.

Vesting. One third (1/3) of the RSUs will vest on each of the first, second and third anniversaries of the Grant Date

(the “RSUs”) of the Company’s ordinary shares (the “Shares”). The award is made upon the following terms and conditions:

The Committee, on behalf of the Company, grants to the Participant an award of #QuantityGranted# restricted stock units

Participant as an inducement to remain in the service of the Company or one of its affiliates (collectively, the “Employer”).

be to the competitive advantage and interest of the Company and its stockholders to grant an award of restricted stock units to the

The Compensation & Talent Committee of the Company’s Board of Directors (the “Committee”) determined that it would

Country Schedules applicable to the Participant as set forth on Schedule A.

The provisions of this Agreement are replaced, superseded and/or supplemented, as applicable, by the provisions of the

in the Plan. To the extent there is a conflict between the Plan and this Agreement, the provisions of the Plan will prevail.

Participant under this Agreement. Except as otherwise expressly provided herein, all capitalized terms have the meanings provided

incorporated by reference and made a part of this Agreement and will control the rights and obligations of the Company and the

The TechnipFMC plc Incentive Award Plan (the “Plan”), as it may be amended or restated from time to time, is

#ParticipantName#(the “Participant”).

TechnipFMC plc, a public limited company incorporated under the laws of England and Wales (the “Company”) and

This Restricted Stock Unit Agreement (the “Agreement”) is made as of March [], 2023 (the “Grant Date”) by

TECHNIPFMC PLC INCENTIVE A WARD PLAN

PURSUANT TO THE

RESTRICTED STOCK UNIT AGREEMENT

2

provided in Section 13.

Company, or to such other address as either may designate to the other in writing. All notices will be deemed to be duly given as

other person entitled to receive the RSUs) will be addressed to such person at the Participant’s address last on file with the

TechnipFMC plc, John T. Gremp Campus, 13450 Lockwood Road, Houston, Texas 77044, and any notice to the Participant (or

10.

Notice. Any notice to the Company provided for in this Agreement will be addressed to it in care of its Secretary,

Vesting Date is not a business day, the next business day immediately following such Vesting Date.

equal to the closing price (as reported on the New York Stock Exchange) of the Shares on the applicable Vesting Date, or, if such

withheld, determined based upon the Fair Market Value of the Shares. For purposes of withholding, Fair Market Value shall be

the Shares to which the Participant or beneficiary otherwise would be entitled equivalent in value to the taxes required to be

tax laws, and will be entitled to take any action necessary to effectuate such compliance. The Company may withhold a portion of

9.

Withholding. The Employer, in accordance with the terms of the Plan, will comply with all applicable withholding

may be required.

all Applicable Laws, rules and regulations and to such approvals by any governmental agencies or national securities exchanges as

8.

Government Regulation. The Company’s obligation to deliver Shares following any Vesting Date will be subject to

time.

or as affecting in any way the right of the Employer to terminate the employment, service or appointment of the Participant at any

agreement or understanding of any kind or nature that the Employer will continue to employ, work with or appoint the Participant,

7.

Employment. Nothing in this Agreement or in the Plan will be construed as constituting a commitment, guarantee,

reincorporate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

Company to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate,

6.

No Limitation on Rights of the Company. The granting of RSUs will not in any way affect the right or power of the

Policies (as defined in Section 20) and all other applicable Company policies regarding trading in the Shares received.

(b)

After any Vesting Date, the Participant agrees to comply with any and all Applicable Laws, the Company

unvested RSUs shall be held by the Company until such RSUs become vested RSUs.

that no Dividend Equivalents shall be payable prior to any Vesting Date on any unvested RSUs. All Dividend Equivalents paid on

otherwise dispose of any of the unvested RSUs. The Participant will receive Dividend Equivalents on the RSUs, provided, however,

(a)

Prior to any Vesting Date, the Participant may not vote, sell, exchange, transfer, pledge, hypothecate or

5.

Rights and Obligations as Stockholder.

set forth on Exhibit A, which is incorporated herein by reference.

the terms and conditions of the Confidentiality and Non-Compete Agreement (the “Confidentiality and Non-Compete Agreement”)

specialized and that it is essential that they be protected. Accordingly, by acceptance of the RSU, Participant agrees to be bound by

Company. Participant acknowledges that the business, products, and services of the Company and its Subsidiaries are highly

potential clients, customers, investors, service providers, vendors, suppliers, business partners, and other relationships of the

Company’s business, products, services, current and planned operations, in addition to being introduced to important actual and

access to Confidential Information, as defined in Exhibit A, of the Company and its Subsidiaries, including material relating to the

4.

Confidentiality and Non-Competition. The Participant acknowledges that Participant is in possession of and has

of the Change in Control.

(b)

does not assume or continue the Award, such RSUs shall vest in full and be payable on the consummation

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payment of the Award is made upon or following a Change in Control, then such

separation from service, (b) to the extent necessary to avoid any imposition of taxes under Section 409A on the Participant, and

defined in Section 409A, then such payment will be delayed until the first business day following the six month anniversary of such

termination is a “separation from service” within the meaning of Section 409A and if the Participant is a “specified employee” as

of the Award is made upon the Participant’s termination of employment or service, then such payment will only be made if such

Section 409A, then (a) to the extent necessary to avoid any imposition of taxes under Section 409A on the Participant, and payment

Plan or this Agreement, if at any time the Administrator determines that this Award (or any portion thereof) may be subject to

regulations or other guidance that may be issued after the date hereof, “Section 409A”). Notwithstanding any other provision of the

any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such

17.

Section 409A. This Award is intended to comply with or be exempt from Section 409A of the Code (together with

such document fails.

any designated third party administrator with a paper copy of any documents if the attempted electronic delivery or execution of

electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must provide the Company or

Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted

documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The

16.

Paper Copies. Participant acknowledges that he or she may receive from the Company a paper copy of any

bind the Participant and the Company to all of the terms and conditions set forth in the Plan and this Agreement.

Electronic execution of this Agreement shall have the same binding effect as a written or hard copy signature and accordingly, shall

Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents described herein.

time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail.

electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any

specified by the Company. The Participant may revoke his or her consent to the electronic delivery of documents or may change the

third party involved in administering the Plan, the delivery of the document via email or such other means of electronic delivery

electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the internet site of a

Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of

may be delivered to the Participant electronically. In addition, the Participant may deliver electronically the Agreement to the

Plan, this Agreement, the Plan’s prospectus, and any reports of the Company provided generally to the Company’s stockholders,

15.

Description of Electronic Delivery. The Plan documents, which may include but do not necessarily include: the

time to the other party.

the address shown below that party’s signature hereto or at such other address as such party may designate in writing from time to

mail, or with an internationally recognized overnight courier service, with postage and fees prepaid, addressed to the other party at

provided for the Participant by the Company, or upon deposit in a government sponsored postal service, by registered or certified

effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any,

hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for

14.

Delivery of Documents. Any document relating to participation in the Plan or any notice required or permitted

the Company and the Participant.

supersedes any and all prior oral and written representations. This Agreement may only be amended by written agreement between

13.

Sole Agreement. This Agreement constitutes the entire agreement between the parties to it relating to the RSUs and

respective heirs, executors, administrators, successors and permitted assigns.

12.

Binding Effect. This Agreement will inure to the benefit of and be binding upon the parties hereto and their

Participant.

expressly subject to the terms and conditions of the Plan and the Sub-Plans, if any, a copy of which has been made available to the

with the Equity Plan Committee Grant Policy adopted by the Committee. The Participant’s rights under this Agreement are

11.

Administration. The Committee administers the Plan and delegates certain administrative authority in accordance

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privacy@TechnipFMC.com or Participant’s local human resources representative.

Data, questions or complaints may be addressed by contacting the TechnipFMC Data Protection Office at

UK GDPR, and has the right to file complaints and/or claims with the competent data protection authority. Requests regarding the

Data, to object to the processing of the Data, as well as request Data portability pursuant to Articles 15 to 21 of the GDPR and the

Participant may request to have access to the Data, to rectify any such Data, to erase the Data, to restrict processing of the

Participant’s local human resources representative.

may request a copy of such safeguards by contacting the TechnipFMC Data Protection Office at privacy@TechnipFMC.com or

clauses adopted by the European Commission and the UK Government or relying on an adequacy decision (if available). Participant

Data when disclosing the Data to a third party or transferring data to a third country, such as implementing the standard contractual

Company and its Subsidiaries will implement appropriate safeguards as required by applicable law to ensure the protection of the

territories where data protection laws may not be as protective as in the Participant’s jurisdiction of residence. Where relevant, the

These entities and authorities may be located in the United States, the European Economic Area, or elsewhere, including in

required by law or regulation and may also be disclosed to judicial and arbitration courts and/or committees and external advisors.

any other parties as may be required or appropriate for the Purposes. Data may also be made available to public authorities where

brokers, custodians, central securities depositories, stock exchanges, etc.), their respective auditors, advisors and consultants and

Data may be disclosed to Subsidiaries’ (including Employer) or to third-party stock plan administrators (including banks,

defend its (legal) position and/or to exercise a (legal) claim.

authority, litigation or arbitration, to determine its legal position, in order to obtain (external) advice and/or to establish and/or

its legitimate interest in case of a pending and/or threatening dispute and/or (legal) claim, investigation by a relevant supervisory

uses the Data (i) in order to comply with securities law and financial reporting and other legal requirements, and (ii) on the basis of

The Data collected for the Purposes are processed on the basis of the performance of the Agreement. In addition, Company

Employer.

is the data controller for such processing. As the case may be, Data are collected directly from the Participant or are provided by the

of all Awards (“Data”). Company, having its registered office at One St. Paul’s Churchyard, London, EC4M 8AP, United Kingdom,

number (where allowed), salary, nationality, job title(s), any shares of stock held in the Company or any of its Subsidiaries, details

birth, social security number (where allowed), or insurance number, or national identification number (where allowed), passport

and process personal information concerning the Participant including: Participant’s name, home address, telephone number, date of

order to perform, including to implement, manage and administer the Plan and the Agreement (“Purposes”), it is necessary to collect

20.

Data Privacy. This clause cancels and supersedes clause 11.8 of the Plan. Each Participant acknowledges that, in

of the State of Delaware.

19.

Governing Law. The interpretation, performance and enforcement of this Agreement will be governed by the laws

Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder.

modifications thereto as is necessary to comply with the requirements of Applicable Law, including, without limitation, the Dodd-

subject to the provisions of the Company’s Clawback Policy as in effect from time to time, including, without limitation, any

by Participant upon receipt or exercise of this Award or upon the receipt or resale of any Shares underlying this Award) shall be

18.

Clawback. This Award (including any proceeds, gains or other economic benefit actually or constructively received

requirements of Section 409A.

are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the

(including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines

person for failure to do so) to adopt such amendments to the Plan or this Agreement, or adopt other policies and procedures

Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify the Participant or any other

payment will only be made if such Change in Control is a “change in control event” as defined in Section 409A, and (c) the

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failed to perform the

performance is delivered to the Participant that specifically identifies the manner in which the Company believes the Participant has

duties in any material respect (other than any such failure resulting from Disability), after a written demand for substantial

(i)

the Participant’s willful and continued failure to substantially perform the Participant’s employment

(a)

“Detrimental Activity” means

Unless otherwise provided on Schedule A:

23.

Definitions.

any EBT, or to have the RSUs settled on behalf of the Company in any Shares held by an EBT.

under the Plan, in its sole discretion and not for the purposes of funding the Plan. The Participant has no right to any Shares held in

administrative convenience of the Company for the purpose of issuing Shares in settlement on behalf of the Company of Awards

settle the RSUs through newly issued Shares, treasury Shares or Shares held in an employee benefit trust (EBT) established for the

22.

Funding. The RSUs represent an unfunded promise to pay and deliver Shares in the future. The Company may

responsibility to comply with the Company Policies and the Insider Trading Rules.

acknowledges having read and understood this Securities Law Notification and further acknowledges that it is Participant’s

non-public inside information. By accepting this Agreement, the RSUs granted hereunder and participating in the Plan, Participant

material non-public inside information and/or engage in or attempt to engage in market manipulation while in possession of material

recommending to other persons to engage in insider trading or induce other persons to engage in insider trading, unlawfully disclose

material nonpublic inside information regarding the Company. In addition, the Insider Trading Rules prohibit the Participant from

“Insider Trading Rules”), may impact the ability to sell Shares acquired under this Agreement and the Plan while the Participant has

the Market Abuse Regulation ((EU) No 596/2014 (MAR) and the UK Market Abuse Exit Regulations 2019 (collectively the

Trading Policy (the “Company Policies”) and the insider trading and anti-market abuse rules of the U.S. Securities Exchange Act,

21.

Securities Law Notification and Restrictions on Trading. The Company’s Code of Business Conduct and Insider

administer the Plan and the Agreement.

that in the event he or she chooses to withdraw his or her consent, Company may not be able to perform its obligations and

privacy@TechnipFMC.com or Participant’s local human resources representative. Participants acknowledges, agrees and accepts

At any time, Participant may withdraw the consent given herein in writing by contacting the TechnipFMC Data Protection Office at

of the Agreement), Participant hereby consents to such processing and/or transfer as described in this clause 20 of the Agreement.

consent to the processing and/or the transfer of Data is required by applicable law (see country-specific information in Schedule A

If Participant is employed by a Subsidiary established outside of the UK or European Economic Area and to the extent its

including but not limited to the contact details of the local Data Protection Officer, if any.

Participant may find further country-specific information on the processing of the Data under Schedule A of the Agreement,

Protection Office at privacy@TechnipFMC.com or Participant’s local human resources representative.

Participant may request further information on retention period applicable to the Data by contacting the TechnipFMC Data

interests in the context of judicial proceedings, the Company and/or its Subsidiaries will store the Data for longer periods.

are legally obliged to (e.g. for compliance with legal and financial reporting purposes), or where this is necessary for defending their

Data will be held and used only as long as is necessary for the Purposes. Only where the Company and/or its Subsidiaries

obligations under the Plan.

Participant chooses not to furnish any Data requested or restrict the processing of the Data, Company will not be able to perform its

It is obligatory for the Participant to provide any Data requested for the purposes of entering into the Agreement. If the

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after the original occurrence of the “Good Reason” event.

written notice; and the Participant separates from employment with the Company effective not later than twenty four (24) months

above listed events; the Company fails to cure the event within thirty (30) days following the Company’s receipt of Participant’s

will exist only if: the Participant provides written notice to the Company within ninety (90) days of the occurrence of any of the

with respect to any circumstance constituting Good Reason; however, “Good Reason” for Participant’s separation from employment

illness not constituting a Disability. The Participant’s continued employment will not constitute a waiver of the Participant’s rights

The existence of Good Reason will not be affected by the Participant’s temporary incapacity due to physical or mental

termination of the Participant’s employment.

written notice of termination which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for

(v)

any termination of Participant’s employment by the Company that is not effected pursuant to a

preceding the year of the Change in Control and (c) on the date immediately preceding the Change in Control; or

Participant participates from the greatest of the levels in place (a) on the Grant Date, (b) during the fiscal year immediately

long-term incentive compensation plans, or employee benefit or retirement plans, policies, practices, or arrangements in which the

(iv)

a material reduction in the Participant’s level of participation in any of the Company’s short- and/or

be increased during the Protection Period;

annual salary (excluding amounts received under incentive or other bonus plans), as in effect on the Grant Date or as the same may

(iii)

a material reduction by the Company in the Participant’s then current salary of record paid as

the Grant Date or as the same may be changed from time to time prior to a Change in Control;

for required travel on the Company’s business to an extent substantially consistent with the Participant’s business obligations as of

(100) miles further from the Participant’s then current assigned work location immediately prior to the Change in Control, except

(ii)

the Company’s requiring the Participant to be based at a location which is at least one hundred

of the Change in Control, and (z) on the date immediately preceding the Change in Control;

responsibilities from the greatest of those in effect (x) on the Grant Date, (y) during the fiscal year immediately preceding the year

Directors of a publicly traded company), or a reduction or alteration in the nature or status of the Participant’s authorities, duties, or

change in the Participant’s reporting relationship, such as the chairman or chief executive officer ceasing to report to the Board of

the Company ceasing to be publicly traded or of the Company becoming a subsidiary of another entity, or any material adverse

employee of the Company (including, without limitation, any material adverse change in duties or status as a result of the stock of

authorities, duties, responsibilities, and status (including, without limitation, offices, titles and reporting requirements) as an

(i)

the assignment to the Participant of duties that result in a material diminution of the Participant’s

of the following during the Protection Period:

(c)

“Good Reason” means, without the Participant’s express written consent, the occurrence of any one or more

continuous period of not less than twelve (12) months.

medically determinable physical or mental impairment that can be expected to result in death or that can be expected to last for a

(b)

“Disability” means Participant’s inability to engage in any substantial gainful activity by reason of any

(iv)

the Participant’s breach of any provision of the Confidentiality and Non-Compete Agreement.

federal or state law; or

(iii)

the Participant’s having been convicted of, or pleading guilty or nolo contendere to, a felony under

to the Company or an affiliate;

(ii)

the Participant’s willfully engaging in other conduct which is demonstrably and materially injurious

basis within thirty (30) calendar days of receiving such demand;

Participant’s duties, and after the Participant has failed to resume substantial performance of the Participant’s duties on a continuous

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conditions of this Agreement (including the Exhibits attached hereto) and the Plan.

Participant’s electronic signature below indicates Participant’s acknowledgement and acceptance of the terms and

age of 62.

(d)

“Retirement” means the termination of Participant’s employment on or after the date Participant reaches the

treated as if it occurred during the Protection Period for purposes of Section 3(a).

actual termination of employment for Good Reason may occur after the end of the Protection Period, and such termination will be

For sake of clarity, the event giving rise to a Good Reason termination must occur during the Protection Period, but Participant’s

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1933.

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of

#Signed Electronically Via Online Process

Name:

Executive Vice President, People & Culture

#ParticipantName

By:

Nisha Rai

TechnipFMC plc

Executed as of the Grant Date.

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approve the taking of such actions by any other Person;

supplier and the Company or such Subsidiary and Participant will not approach any supplier for that purpose or authorize or

respect of which Participant is in possession of Confidential Information) to reduce the level of business between the

Subsidiary (and with whom Participant or one of Participant’s direct reports was actively involved during that time or in

employment with the Employer (that period referred to as the “Relevant Period”) was a supplier of the Company or a

(i)

solicit, entice, or induce any Person that at any time during the last year of Participant’s

“Restricted Entity”):

Weatherford International plc, and any companies in their respective corporate groups and any successors thereto (each a

Company, McDermott International, Inc., National Oilwell Varco, Inc., Saipem S.p.A, Schlumberger Limited, Subsea 7 S.A.,

in the field of oil, gas and petrochemicals (the “Business”), including but not limited to: Baker Hughes Company, Halliburton

person, firm, or other organization (each, a “Person”), that is engaged in the business of projects, technologies, systems and services

months after the termination of Participant’s employment (the “Restricted Period”), either directly, or indirectly through any other

(a)

Participant will not during the period of Participant’s employment with the Employer and for a period of 12

terms of Clause 2, Participant agrees that:

Company will be entrusting Participant with the goodwill of the Company and Confidential Information. Therefore, subject to the

providers, vendors, suppliers, business partners, and other relationships of the Company and with other Subsidiaries. As such, the

current and planned operations in addition to being introduced to important actual and potential clients, customers, investors, service

exposed to, Confidential Information and will acquire other proprietary knowledge relating to the Company’s and Subsidiaries’

2.

Restrictions. In the course of Participant’s employment Participant has been exposed to, and will continue to be

hours.

termination of employment Participant agrees to return all Confidential Information in whatever form to the Company within 24

any other similar media or means of transmitting, storing, or archiving data outside of Company-supported systems. Upon

storage devices, floppy discs, CD’s, DVD’s, personal email accounts, online or cloud storage accounts, memory cards, zip discs, and

information via personal digital device, mobile phone, external hard drives, USB “flash” drives, USB storage devices, Fire Wire

Company’s or any Subsidiary’s premises or its control any Confidential Information including by copying or transmitting such

as required in performing Participant’s duties for the Company or any Subsidiary, Participant agrees not to remove from the

this Agreement by anyone not authorized to receive such information, Participant will notify the Company within 24 hours. Except

or disclosure of any Confidential Information. Participant further agrees that if Participant is questioned about information subject to

confidentiality agreement with the Company or any Subsidiary. Participant must at all times use best efforts to prevent publication

non-confidential basis from a source other than the Company or any Subsidiary, provided that such source is not bound by a

confidential basis before its disclosure by a member of the Company or any Subsidiary; or (iii) becomes available to Participant on a

other than as a result, in whole or in part, by Participant’s disclosure or wrongful act; (ii) was available to Participant on a non-

Information”). Confidential Information does not include any information that (i) is or becomes generally available to the public

secrets, confidential, or proprietary information relating to the Company or any Subsidiary or any of its clients (“Confidential

(c)

through any failure to exercise due care and diligence, cause any unauthorized disclosure of; any trade

any of its clients; or

(b)

use for Participant’s own purposes or for any purposes other than those of the Employer or, as appropriate,

(a)

divulge or communicate to any person;

the Employer or at any time without limit after the date on which Participant’s employment with the Employer terminates:

1.

Confidentiality. Participant must not (except in the proper performance of Participant’s duties) while employed by

CONFIDENTIALITY AND NON-COMPETE

EXHIBIT A

2

deletion(s) or

adjudged reasonable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such

beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the Employer but would be

to be reasonable in all circumstances. It is agreed that if any such restriction by itself, or taken together, shall be adjudged to go

(d)

Each of the restrictions in Clause 1 are separate and severable restrictions and are considered by the parties

will notify Participant in writing of any changes to that list.

organizations, mergers, acquisitions, divestitures, or other material changes in the corporate structure of any Restricted Entity and

(c)

The Company may add or remove entities from the list of Restricted Entities if there are any corporate re-

suspension and the post-termination restrictions shall not exceed 12 months.

Participant’s employment during which the restrictions shall apply shall be reduced so that the aggregate of the period of the

any employment contract entered into between Participant and the Company or any Subsidiary, the period after the end of

(b)

If the Employer suspends any of Participant’s duties under any notice period or garden leave provision of

the Company to Participant’s activities or if Participant will not be in competition with the Business in carrying out those activities.

(a)

The restrictions contained in Clause 1 will not apply if Participant has received the prior written consent of

3.

Limitations and amendments. The following amendments and limitations shall apply to restrictions in Clause 1;

authorize or approve the taking of such actions by any other Person.

employed or engaged by Participant or any other Person, and Participant will not approach any such person for such purpose or

was employed during that period in a senior sales, marketing, financial, managerial, professional, or equivalent capacity to become

any person who, during the Relevant Period, was an employee, consultant, or contractor of the Company or a Subsidiary and who

(b)

During the Restricted Period, Participant will not employ or engage or otherwise solicit, entice, or induce

Restricted Area.

outside the Restricted Area, Participant’s activity is performed for the benefit of a Restricted Business located in the

“Restricted Area”). The restrictions of this Clause 2 shall likewise apply if, although Participant’s place of work is located

which the Participant had work activity for the Company or any Subsidiary in the one-year period preceding (the

the one-year period preceding, or (C) in which the Company or any Subsidiary had a work site, job site, facility, or office at

during his/her employment; (B) the Participant had a customer or service assignment for the Company or any Subsidiary in

Participant has customers or service assignments about which Participant received or obtained Confidential Information

country, territory, county, parish, borough, or equivalent thereof in which (A) the Company or a Subsidiary that employs the

to any Restricted Entity, or business which is the same as or similar to the Business. The Restricted Area means each

Participant is privy to any Confidential Information, be employed or engaged in or actively providing Participant’s services

(iii)

within the Restricted Area (as defined below) during the Restricted Period or for any period which

such inquiries have not been concluded;

Company or a Subsidiary has received inquiries for the provision of goods or services with respect to the Business where

Person. For the purposes of this restriction, the expression “customer or client” shall include all Persons from whom the

will not approach any client or customer for that purpose or authorize or approve the taking of such actions by any other

involved during that time or in respect of which Participant is in possession of Confidential Information) and Participant

client of the Company or a Subsidiary (and with whom Participant or one of Participant’s direct reports was actively

referred to as the “Restricted Business”) from any Person that at any time during the Relevant Period was a customer or

possession of Confidential Information as a result of Participant’s employment during the Relevant Period (such business

Participant was materially concerned at any time during the Relevant Period or in respect of which Participant is in

(ii)

solicit business that is of the same or similar nature as that part of the Business with which

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at law and in equity, including recovery of specific damages.

breach or threatened breach of these covenants, but instead is in addition to all other rights and remedies available to the Company

stop or prohibit any such breach or threatened breach. Such injunctive relief is not the Company’s only or exclusive remedy for a

Company is entitled to obtain injunctive relief (without the requirement of posting a bond) from a court of competent jurisdiction to

Company determines in its sole discretion that Participant is in breach or is threatening to breach of any such provisions, the

irreparable damage that such breach would cause, with no other adequate remedy at law, Participant agrees that in the event the

Company and any Subsidiary from Participant’s breach of Clause 1 or 2 of this Agreement, and because of the immediate and

Participant from breaching or potentially breaching the Agreement. Because of the difficulty of measuring economic losses to the

but not limited to recovery of any damages caused by such breach or threatened breach, and/or taking court action to stop a

permissible to enforce this Agreement or to prevent any breach or threatened breach of Clause 1 or 2 of this Agreement, including

5.

Enforcement of Covenants. The Company may take any and all action that it determines necessary and legally

disclosures that are protected under a “whistleblower” provision of law.

prohibits the Participant from reporting possible violations of law or regulation to any governmental agency or entity or making

4.

Non-Interference with Whistleblower Rights. Nothing in this Confidentiality and Non-Compete Agreement

into the restrictions in Clauses 1 and 1.

(f)

Consideration. Participant acknowledges that the grant of the RSUs is sufficient consideration for entering

Participant’s acquired skills and expertise without breaching the restrictions contained within Clause 2.

substantial and legitimate business interests, while allowing Participant to reasonably perform a business activity in line with

necessary to prevent unfair competition and protect the Company’s and its Subsidiaries’ Confidential Information, goodwill, and

are reasonable in all respects; are not oppressive; are material and substantial parts of this Agreement; and are intended and

the limitations and restrictions set forth herein, including geographical and temporal restrictions on certain competitive activities,

(e)

Participant acknowledges that Participant voluntarily agreed to the covenants set forth in Clause 2, and that

Agreement or any other portion of this Agreement that would otherwise be enforceable.

modified and would otherwise be unenforceable, then such restriction may be stricken from this Agreement without nullifying this

reduction(s) as may be necessary to make it or them valid and effective. To the extent that any of the restrictions may not be so

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explicitly provided in this Agreement as may be modified by this Schedule A and/or the Plan.

(h)

The RSUs shall expire, terminate and be forfeited upon Termination of Services for any reason, except as otherwise

benefits, or similar payments.

calculating severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement

(g)

The RSUs are not part of normal or expected compensation or salary for any purpose, including, without limitation,

consultancy or employment contract or relationship.

(f)

The value of the RSUs is an extraordinary item of compensation that is outside of the scope of any directorship,

(e)

Participation in the Plan is voluntary.

the Administrator.

Plan shall be granted and the terms thereof, including the time or times when any RSUs may vest, will be at the sole discretion of

(d)

All determinations with respect to any future awards, including, but not limited to, the times when awards under the

other right to receive RSUs or benefits in lieu of RSUs in the future, even if a Participant has received RSUs repeatedly in the past.

(c)

The grant of the RSUs under the Plan is voluntary and occasional and does not give Participant any contractual or

terminate the Plan at any time.

(b)

The Plan is discretionary in nature and that, subject to the terms of the Plan, the Company can amend, cancel or

AGREEMENT BETWEEN A PARTICIPANT AND THE COMPANY OR ANY SUBSIDIARY.

OR MODIFY THE TERMS OF ANY CONSULTANCY, DIRECTORSHIP, EMPLOYMENT OR OTHER SERVICE

TERMINATION OF SERVICES AT ANY TIME, AND FOR ANY REASON, NOR SHALL IT BE CONSTRUED TO AMEND

WILL NOT INTERFERE IN ANY WAY WITH THE RIGHT OF THE COMPANY OR ANY SUBSIDIARY TO EFFECT A

ENGAGEMENT AS A DIRECTOR OR EMPLOYEE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND

AND THE VESTING SCHEDULE DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED

OTHERWISE SPECIFICALLY PROVIDED IN THE AGREEMENT. THE TRANSACTIONS CONTEMPLATED HEREUNDER

(AS APPLICABLE) OF THE COMPANY OR A SUBSIDIARY THROUGH THE APPLICABLE VESTING DATE UNLESS

THE VESTING SCHEDULE WILL OCCUR ONLY IF THE PARTICIPANT CONTINUES AS A DIRECTOR, OR EMPLOYEE

(a)

No Guarantee of Continued Service. THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO

By acceptance of the Award, the Participant acknowledges and agrees that:

I.

GLOBAL PROVISIONS APPLICABLE TO ALL PARTICIPANTS

laws in the country of residence may apply to Awards.

Participants are advised to seek appropriate professional advice as to how the relevant exchange control and tax

this Schedule A without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail. Any capitalized term used in

addition to those set forth in the Agreement, unless otherwise noted, and to the extent there are any inconsistencies between these

applicable to Participants providing services to the Company in the countries identified below. These terms and conditions are in

This Schedule A includes (i) additional terms and conditions applicable to all Participants, and (ii) additional terms

COUNTRY SCHEDULE

RESTRICTED STOCK UNIT AWARD AGREEMENT

TO TECHNIPFMC PLC INCENTIVE AWARD PLAN

SCHEDULE A

2

treatment.

shall be exercised reasonably as defined under Argentinean law in compliance with the principles of non-discriminatory equal

1.

Discretion. All discretionary authority granted under the Plan, including the interpretation of the documentation,

or securities law purposes.

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Argentina for tax, labour

The provisions of this Country Schedule for Argentina provide additional definitions and conditions for the purpose of

ARGENTINA

IDENTIFIED COUNTRIES

II.

COUNTRY SPECIFIC PROVISIONS APPLICABLE TO PARTICIPANTS WHO PROVIDE SERVICES IN THE

Participant understands and agrees that the provisions for such country apply and are incorporated into the Agreement.

(q)

To the extent the Participant is providing services in a country identified in Section II of this Schedule A, such

exclusive discretion to determine when the Participant is no longer actively providing services for purposes of the RSUs.

Applicable Laws (including, but not limited to statutory law, regulatory law and/or common law); the Company shall have the

no longer actively providing services, regardless of any notice period or period of pay in lieu of such notice required under

effective date of the Participant’s Termination of Services (whether or not in breach of local labor laws), or (2) the date he or she is

(p)

The Participant’s right to vest in the RSUs will terminate effective as of the date that is the earlier of (1) the

requirement for the Company to provide these documents in any other language.

the RSUs, including, without limitation, this Agreement and this Schedule A, which were provided in English, and waives any

precedence. By acceptance of the RSUs, the Participant confirms having read and understood the documents relating to the Plan and

other than English, and if the translated version is different from the English version, the English language version will take

(o)

If this Agreement, the Plan, any website or any other document related to the RSUs is translated into a language

U.S. brokerage account.

U.S. dollars into or from local currency, the transfer of funds to or from the United States, and the opening and use of a

possible sale of any Shares issued upon vesting of the RSUs, including, but not limited to, tax reporting, the exchange of

(n)

The Participant shall be responsible for legal compliance requirements relating to the RSUs or the ownership and

repatriation requirements.

the RSUs and the sale of Shares issued upon vesting of the RSUs and any resulting funds including, without limitation, reporting or

(m)

It shall be the Participant’s responsibility to comply with any and all exchange control requirements applicable to

vesting of the RSUs.

exchange rates in connection with this Award, including without limitation in connection with the sale of any Shares issued upon

(l)

The Participant shall bear any and all risk associated with the exchange of currency and the fluctuation of currency

Plan, the receipt of the RSUs or the acquisition or sale of Shares upon receipt of RSUs.

Plan. Neither the Company nor any Subsidiary is making, nor have they made, any recommendations relating to participation in the

legal or financial advice with respect to the RSUs, the Shares issuable upon vesting of RSUs, this Agreement, this Schedule A or the

(k)

Neither the Company nor any Subsidiary has provided, nor will they provide, any Participant with specific tax,

RSUs or any portion thereof.

(j)

No claim or entitlement to compensation or damages arises from the expiration, termination or forfeiture of the

with any certainty.

(i)

The future value of the Shares that may be issued upon vesting of the RSUs is unknown and cannot be predicted

3

companies are affected by factors which might be

in general market conditions and/or market conditions which are specific to a particular industry. In addition, share prices of many

monetary and regulatory policies, changes in interest rates and inflation rates, the announcement of new technologies and variations

affecting the market price include domestic and international economic conditions and outlook, changes in government fiscal,

associated with any stock market investment. It is important to recognize that stock prices and dividends might fall or rise. Factors

consider the risk factors that could affect the performance of the Company. The Participant should be aware that there are risks

In considering the RSUs and the Shares that the Participant will hold on vesting of the RSUs, the Participant should

situation and needs.

RSUs or the Shares does not constitute financial advice and does not take into account the Participant’s objectives, financial

12.

The Plan and this Agreement do not constitute financial advice. Any advice given by the Company in relation to the

11.

Award Plan. A copy of the Plan is attached to this Agreement.

participate in the Plan is made under Division 1A of Part 7.12 of the Corporations Act 2001 (Cth).

10.

Corporations Act. Any offer to a Participant who is resident in Australia for tax, labour or securities law purposes to

securities law purposes.

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Australia for tax, labour or

The provisions of this Country Schedule for Australia provide additional definitions and conditions for the purpose of

AUSTRALIA

Purposes.

9.

Data Privacy. By entering into the Agreement, Participant consents to the transfer of Data by Company for the

employee was formally requested by the employer to start proceedings to obtain the retirement benefit.

Participant reaches the age of 70 and has been granted the retirement benefit by the Social Security Authority or after one year the

8.

“Retirement” in Argentina means termination of the Participant’s employment on or after the date that the

Argentinean Law and the law of the State of Delaware, then Argentinean law will prevail.

7.

Governing Law. This Agreement will be governed by Argentinean law. In case of any discrepancy between

Additionally, any liability outside of Argentina should be reported to the Central Bank on a quarterly basis.

6.

The affidavit will be mandatory since FY 2020 only if the added value of the assets exceeds USD 50M.

added value of such assets is equivalent or exceeds USD 1M (this rule is applicable for the period FY 2017 to FY 2019).

submit an annual affidavit on assets and rights outside of Argentina to the Central Bank. This affidavit will be mandatory if the

5.

Information to the Central Bank. If the participant is a resident or is domiciled in Argentina, he will be required to

considered for the purposes of determining any severance payment or compensation otherwise due.

issued pursuant to vesting of the RSUs are not part of the Participant’s ordinary or expected remuneration and shall not be

to grant the RSUs under the Plan. Consequently, the RSUs are granted on the assumption and condition that RSUs and the Shares

4.

No Entitlement for Claims or Compensation. The Company has unilaterally, gratuitously and discretionally decided

Administrator.

3.

“Participant” in Argentina shall be restricted to Employees or Non-Employee Directors, as determined by the

Argentinean law.

the definitions of Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement shall be in accordance with

2.

Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement. For the avoidance of doubt,

4

being subject to the provisions of any forfeiture and claw-back policy

4.

Acknowledgment of Forfeiture and Claw-Back Provisions. In accepting this Agreement, Participant acknowledges

be changed annually.

assets and rights is equal to or greater than the applicable statutory threshold from time to time. Please note that the threshold may

submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such

3.

Exchange Control Information. If Participant is a resident or domiciled in Brazil, Participant will be required to

employed for purposes of Participant’s RSUs.

leave” or notice period). The Administrator shall have the exclusive discretion to determine when Participant is no longer actively

extended by any notice period mandated under applicable local laws (e.g., active employment would not include a period of “garden

RSUs under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be

event of termination of Participant’s employment (whether or not in breach of local labor laws), Participant’s rights to unvested

2.

Acknowledgment of Nature of Plan and RSUs. In accepting this Agreement, Participant acknowledges that in the

securities law purposes.

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Brazil for tax, labour or

The provisions of this Country Schedule for Brazil provide additional definitions and conditions for the purpose of

BRAZIL

report. If there is no Australian bank involved in the transfer, the Participant will be required to file the report.

and international fund transfers coming into or going out of Australia. The Australian bank assisting with the transaction will file the

1.

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding A$10,000

http://www.rba.gov.au/statistics/frequency/exchange-rates.html.

rate or for an approximate exchange rate published by the Reserve Bank of Australia you can follow this link:

USD $1 on the NYSE, its equivalent value will be AUD $1.50. Please contact your bank for the prevailing USD: AUD exchange

or EUR: AUD exchange rate (as relevant). For example, if the exchange rate is 1 USD : 1.5 AUD, and one Share has a value of

To determine the market value of a Share in Australian Dollars (“AUD”), you will need to apply the prevailing USD : AUD

searching for “TechnipFMC” or “FTI”; or

•

in United States Dollars (“USD”) on the New York Stock Exchange website (https://www.nyse.com/index) and

•

the Company’s website (http://www.technipfmc.com/en/);

The Participant can ascertain the market price of a Share in the Company from time to time by visiting either:

not be required to pay any amount for the payment of earned RSUs.

or the payment of cash of an amount equal to the Fair Market Value of those shares (or a combination of both). The Participant will

accordance with the vesting schedule outlined above in accordance with the terms of the Plan by delivery of Shares in the Company

13.

How to Calculate Values in Australian Dollars. The Participant may be paid earned RSUs which have vested in

financial adviser or other independent professional adviser before deciding whether to accept the offer of RSUs or to acquire Shares.

and particular needs (including financial and tax issues) and seek professional guidance from your stockbroker, solicitor, accountant,

The Participant should carefully consider these risks in light of the Participant’s investment objectives, financial situation

Participant will be unable to realize the Participant’s investment.

ongoing liquid market for the Shares, accordingly there is a risk that, should the market for the Shares become illiquid, the

in the Company. Further, there is no guarantee that the Company’s Shares will trade at a particular volume or that there will be an

unrelated to the operating performance of the relevant company. Such factors might adversely affect the market price of the Shares

5

of duty that is not trivial and has not been condoned by the Employer.

Participants employed in the Province of Ontario, “Detrimental Activity” means wilful misconduct, disobedience or wilful neglect

with the Company or its Subsidiaries without notice or other obligation under Applicable Law; provided, however, that for

shall be expanded to include any act or omission constituting cause for termination of the Participant’s employment or relationship

10.

Detrimental Activity. For the purposes of this Agreement, the definition of “Detrimental Activity” in paragraph 23

may be necessary to accomplish the foregoing.

laws or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that

acquired upon vesting of this RSU, to the extent the Company determines it is necessary or advisable in order to comply with local

9.

Special Requirements. The Company reserves the right to impose other requirements on this RSU and the Shares

convention.

documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement a la présente

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention (“Agreement”), ainsi que de tous

proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal

(•)

French Language Provision. The following provisions will apply if Participant is a resident of Quebec:

8.

Special Provision for Participants in Quebec.

occur immediately following the minimum prescribed period under that legislation.

applicable employment or labour standards legislation (if such legislation is applicable), Termination of Service will be deemed to

under applicable local law, including common law; provided, however, that where any greater period is expressly required by

affiliates. Such date shall not be extended by any notice of termination period or payment in lieu of notice required to be provided

Termination of Service on the date when Participant is no longer providing active services to the Company and its Subsidiaries and

7.

Termination of Service. For the purposes of this Agreement, Participant will be deemed to have experienced a

securities law purposes.

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Canada for tax, labour or

The provisions of this Country Schedule for Canada provide additional definitions and conditions for the purpose of

CANADA

responsible for the remittance.

Participant’s participation in the Plan, and present additional supporting documents required by the Brazilian financial institution

contracts, provide to the Brazilian financial institution the Participant’s personal information and information related to the

Brazilian financial institution responsible for the remittance, including, but not limited to, powers to sign foreign exchange

powers to perform any and all acts necessary for the contracting and formalization of the foreign exchange transactions with the

transactions, in accepting this Agreement, each Participant appoints the relevant Employer as his or her representative with special

Brazilian financial institution authorized to operate in the foreign exchange market. For the purposes of such foreign exchange

6.

Remittances. Any remittances from or to Brazil in connection with the Plan can only be carried out by means of a

Brazil.

of any public communication services. The Shares deliverable upon settlement of the RSUs under the Plan are not negotiable in

this Agreement are only addressed to the Participant and other selected Employees and have not been offered or solicited by means

5.

Securities Restrictions. Awards granted under the Plan do not constitute a public offer of the Shares. The Plan and

Applicable Law.

implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of

6

FRANCE

1990.

Participant reiterates his agreement on the non-salary nature of the RSUs based on the prerogative granted by Article 15 Law 50,

vacation entitlements, fringe benefits, indemnities, social security contributions, payroll taxes or any other labor obligations. The

vested, are not and will not be a part of the Participant’s salary and consequently will not be taken into account when calculating

Company may provide, so long as the Employee is eligible to such extralegal benefit, and do not constitute salary. The RSUs, if

15.

RSUs not Part of Salary. Participant acknowledges and agrees that the RSUs are an extralegal benefit that the

Agreement.

(specifically foreign exchange and tax regulations) applicable to any transaction or investment consummated in connection with this

third party or addressed to the public at large in Colombia. The Participant acknowledges the Colombian laws and regulations

This Agreement is for the sole and exclusive use of the Participant and cannot be understood as addressed for the use of any

considered a private placement and is directed to less than 100 Participants.

Registry of Securities and Issuers (Registro Nacional de Valores y Emisores) or on any Colombian stock exchange, as this offer is

Participant acknowledges that the RSUs will not be registered nor will a prospectus be filed before the Colombian National

2555 of 2010, as amended from time to time.

circumstances which do not constitute a public offer of securities in Colombia within the meaning of article 6.1.1.1.1 of Decree

RSUs under the Plan, if any, have not and will not be offered, sold or distributed in Colombia or to Colombian residents except in

14.

Government Regulation. In accepting the RSUs, Participant acknowledges that the Participant’s rights to vest the

securities law purposes.

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Columbia for tax, labour or

The provisions of this Country Schedule for Columbia provide additional definitions and conditions for the purpose of

COLOMBIA

than five (5) days before the date on which the tax amounts must otherwise be withheld).

provided with an opportunity to satisfy the relevant tax amounts by tendering a cash payment (such payment to be received not later

entitlement under Section 9 of the Agreement (or any substantially equivalent provision) shall only apply after Participant has been

13.

Withholding Obligations. Notwithstanding any other provision of the Agreement or Plan, the Company’s

written information about the Employer’s policies and practices with respect to such service providers and affiliates outside Canada.

personal information by the Employer’s service providers and affiliates outside Canada (including the Company) or to obtain

also contact them with any questions or complaints, including any questions about the collection, use, disclosure or storage of

Data and/or to rectify any such Data, subject to certain required or permitted exceptions under Applicable Law. Participants may

following contact details: + 1 403 781 3267 and +1 709 724 1858. Canadian Participants may contact them to request access to their

and the Manager, Human Resources & Administration for TechnipFMC Canada Ltd. who can be respectively reached at the

with applicable privacy and data protection laws in Canada are the Senior Human Resources Manager for TechnipFMC Canada Ltd.

employees. The persons designated to be responsible for ensuring that the Employer and/or the Company, as applicable, complies

Participants’ Data will be kept at St. John’s, Newfoundland and Calgary, Alberta and accessible to limited People and Culture

disclosure of his/her Data by the Employer and the Company (and each of their service providers) for the Purposes. Canadian

12.

Data Privacy. Pursuant to Section 20 of the Agreement, Participant hereby consents to the collection, use and

Shares acquired pursuant to the Plan through the facilities of the stock exchange(s) on which the shares are listed at that time.

11.

Canadian Securities Law Compliance. Participant acknowledges that he/she shall only be permitted to sell any

7

by either party, at a time the Participant is entitled to benefit from full pension rights (retraite à taux plein).

(•)

“Retirement” means termination of the Participant’s employment contract and/or corporate officer position,

occurrence of the item or items listed therein result from a shareholder decision.

shall be the same as that set forth in the Agreement, adapted mutatis mutandis to a corporate officer, subject to the condition that the

by French law (motif économique de licenciement). For corporate officers (mandataires sociaux), the definition of “Good Reason”

(•)

“Good Reason” means, for an Employee, termination for alleged economic reasons for dismissal as defined

set forth in Article L. 341-4 of the French Social Security Code.

(•)

“Disability” means: Participant’s inability corresponding to the 2nd or 3rd category among the categories

shall apply:

20.

Definitions. For all purposes of this Agreement and the Plan the following defined terms

issue directives for the purposes of deciding what should happen to his or her Data after his or her death.

19.

Data Privacy. In addition to the rights mentioned in Section 17 of the Agreement, Participant also has a right to

personal income tax and social security treatment.

made only in accordance with the Plan and the Agreement, in which cases the RSUs may no longer qualify for specific French

in Control as set forth in Section 2.11 of the Plan, adjustments to the terms and conditions of the RSUs or underlying Shares may be

18.

Change in Control. Notwithstanding Section 3 of the Agreement, in the event of a corporate transaction or a Change

other rights attached to the shares as they arise.

As from the settlement of the RSUs, the French Participant shall be entitled to dividends, distributions, right to vote or any

delivered to the French Participant.

dividends or other distributions made or right to vote, in respect of the RSUs, until the underlying shares have been issued or

The Participant is not a shareholder and shall not be entitled to any shareholder’s rights, including but not limited to right to

receive Dividend Equivalents on the RSUs.

17.

Dividends - Dividend Equivalents - Right to Vote. Prior to any Vesting Date, the Participant will not be entitled to

prior to a Vesting Date, the Participant will retain the right to receive vested RSUs on the applicable Vesting Date.

vest and be immediately transferable as of the date of such Disability. In the event of Participant’s Retirement (as defined below)

Participant’s date of death. In the event of the Participant’s Disability (as defined below) prior to a Vesting Date, all of the RSUs will

vest immediately and the underlying Shares shall be issued to his or her heirs, at their request made within 6 months following the

16.

Death, Disability or Retirement. In the event of Participant’s death prior to any Vesting Date, all of the RSUs will

Participants resident in France are subject to the additional following conditions:

Notwithstanding any other provisions of the Plan and the Sub-Plan, RSUs granted under this Country Schedule France to

who are resident in France for French tax purposes and/or subject to the French social security regime.

seq. of the French Commercial Code (Code de Commerce), for qualifying Employees and corporate officers (mandataires sociaux)

treatment in France applicable to shares granted for no consideration under Articles L. 225-197-1 to L. 225-197-5 and L.22-10-59 et

restricted stock units (the “RSUs”) which are intended to qualify for specific French personal income tax and social security

The provisions of this Country Schedule France provide additional definitions and conditions for the purpose of granting

8

(•)

de divulguer ou de communiquer à toute personne;

mandat :

durée de son contrat de travail ou de son mandat social avec l’Employeur ainsi qu’à tout moment après la cessation dudit contrat ou

1.

Confidentialité. Le Participant s’interdit (sauf dans le cadre de la bonne exécution de ses fonctions) pendant la

CONFIDENTIALITE ET NON-CONCURRENCE

Traduction française de la Clause de Confidentialité et de Non-Concurrence – Exhibit A.1.

French translation of the Confidentiality and Non-Compete – Exhibit A.1.

la traduction française, la traduction française prévaudra.

Une traduction française de l’Exhibit A figure ci-après (l’« Exhibit A.1 »). En cas de divergence entre la version anglaise et

and the French translation, the French translation shall prevail.

A French translation of Exhibit A is enclosed below (“Exhibit A.1”). In case of discrepancy between the English version

pourra également être effectuée dans le cadre d’un accord de rupture amiable, le cas échéant.

suivant la notification de la rupture du contrat de travail ou du mandat social par l’Employeur ou le Participant. Cette renonciation

Participant par écrit au plus tard 15 jours (ou tout délai plus court prévu par une convention collective s’imposant à l’Employeur)

discrétionnaire de renoncer au(x) engagement(s) contenu(s) dans les clauses 2(a)(i), (ii) et/ou (iii) en notifiant cette décision au

L’Employeur (défini comme la société TechnipFMC plc ou toute société affiliée, selon le cas) se réserve le droit unilatéral et

delivered by the Participant to its employer, or vice versa, or by agreeing so in a mutual termination agreement, if applicable.

collective bargaining agreement mandatorily applicable to the Employer) after notice of termination of employment has been

(i), (ii) and/or (iii) by notifying such decision to the Participant in writing at the latest 15 days (or such earlier date as provided by a

(•)

The Employer has the unilateral and discretionary right to waive the covenant(s) contained in Clauses 2(a)

remplacé par le suivant : France, Royaume-Uni de Grande-Bretagne et d’Irlande du Nord, Norvège et État du Texas (États-Unis).

Le périmètre de la Zone Géographique prévu à l’article 2(a)(iii) de la Clause de Confidentialité et de Non Concurrence est

instead be defined as: France, the United Kingdom of Great Britain and Northern Ireland, Norway and the State of Texas (U.S.A.).

(•)

The Restricted Area as defined in Clause 2(a)(iii) of the Confidentiality and Non-Compete Agreement shall

période d’emploi ainsi que pour une durée de dix ans suivant la rupture du contrat de travail ou de la cessation du mandat social.

L’obligation figurant à l’article 1 de la Clause de Confidentialité et de Non-Concurrence s’applique pendant toute la

employment and for only a period of ten years following termination of employment.

(•)

The covenant contained in Clause 1 of the Confidentiality and Non-Compete Agreement applies during

Clause de Confidentialité et de Non-Concurrence et à celles de la traduction française de celle-ci figurant à l’Exhibit A.1.

Il est précisé que les dispositions spécifiques figurant aux paragraphes (a) à (c) ci-après dérogent aux dispositions de la

Compete supersede the Confidentiality and Non-Compete and its French translation in Exhibit A.1.

For the avoidance of doubt, the specific provisions in paragraphs (a) through (c) below to the Confidentiality and Non-

21.

Confidentiality and Non-Compete Agreement – Exhibit A.

9

laquelle le Participant exerçait une partie significative de sa mission à tout

(ii)

solliciter des affaires qui sont de même nature ou de nature semblable à la partie de l’Activité pour

ni n’autorisera ou n’approuvera la prise de telles initiatives par toute autre Personne;

fournisseur et la Société ou l’une de ses Filiales. Le Participant ne s’adressera à aucun fournisseur à une quelconque de ces fins,

période ou à l’égard duquel le Participant détient des Informations Confidentielles) à réduire le niveau d’activité entre le

ou de l’une de ses Filiales (et avec lequel le Participant ou l’un de ses subordonnés directs, a été activement impliqué durant cette

année d’emploi ou de mandat du Participant au sein de l’Employeur (la « Période Considérée »), était un fournisseur de la Société

(i)

solliciter, inciter, persuader toute Personne, qui, à un quelconque moment au cours de la dernière

Entreprise Concurrente ») de :

Schlumberger Ltd., Subsea 7 S.A., Weatherford International plc, ainsi que leurs sociétés affiliées et toute entité leur succédant (l’«

Baker Hughes Company, Halliburton Company, McDermott International Inc., National Oilwell Varco Inc., Saipem S.p.A.,

connexes dans le domaine du pétrole, du gaz et des produits pétrochimiques (l’« Activité »), et notamment, sans y être limitée :

personne physique ou morale (chacune, une « Personne »), ayant des activités de génie civil, de construction et de services

suivant le départ effectif de l’entreprise (la « Période de Restriction »), ne pas, directement ou indirectement par l’entremise d’une

(•)

au cours de l’exécution de son contrat de travail ou de son mandat social et pendant une durée de 12 mois

Informations Confidentielles. Par conséquent, sous réserve des modalités de l’article 3, le Participant s’engage à :

relations importantes, de la Société et de ses Filiales. A ce titre, la Société confiera au Participant son goodwill ainsi que des

potentiels, investisseurs, prestataires de services, fournisseurs de biens ou de services, partenaires commerciaux et à d’autres

activités actuelles et envisagées de la Société et de ses Filiales. En outre, il est susceptible d’être présenté à des clients actuels ou

accès et continue d’avoir accès à des Informations Confidentielles ainsi qu’à d’autres connaissances exclusives relatives aux

2.

Restrictions. Dans le cadre de l’exécution de son contrat de travail ou de son mandat social, le Participant a pu avoir

restituer toute Information Confidentielle, sous quelque forme que ce soit, à la Société dans un délai de 24 heures.

des systèmes autorisés par la Société. En cas de cessation du contrat de travail ou du mandat social, le Participant s’engage à

mémoire, de disques zip ou tout autre support ou moyen similaire permettant de transmettre, stocker ou archiver des données hors

Wire, de disquettes, de CD ou DVD, de comptes de messagerie personnels, de comptes de stockage en ligne ou cloud, de cartes

mobile, de disques durs externes, de lecteurs « flash » USB, de périphériques de stockage USB, de périphériques de stockage Fire

notamment en copiant ou en transmettant ces renseignements au moyen d’un appareil électronique personnel, d’un téléphone

extraire des locaux de la Société ou de l’une de ses Filiales ou soustraire à leur contrôle, toute Information Confidentielle,

nécessaire pour l’exécution des fonctions du Participant pour la Société ou l’une de ses Filiales, le Participant s’engage à ne pas

personne non autorisée à recevoir de telles informations, à en informer la Société par écrit dans les 24 heures. Sauf si cela est

Participant s’engage en outre, s’il venait à être interrogé au sujet d’informations faisant l’objet du présent Accord, par toute

moment, faire ses meilleurs efforts pour empêcher la publication ou la divulgation de toute Information Confidentielle. Le

cette source ne soit pas liée à la Société ou l’une de ses Filiales par un engagement de confidentialité. Le Participant doit, à tout

Participant sous une forme non confidentielle à partir d’une source autre que la Société ou l’une de ses Filiales, à condition que

confidentielle avant leur divulgation par un membre de la Société ou de l’une de ses Filiales; ou (iii) deviennent accessibles au

en partie, de la divulgation ou d’un acte fautif du Participant; (ii) étaient accessibles au Participant sous une forme non

Confidentielles, les informations qui (i) sont ou deviennent généralement accessibles au public autrement qu’en raison, en tout ou

après une « Filiale ») ou de l’un de ses clients (« Information Confidentielle »). Ne sont pas considérées comme des Informations

tout secret d’affaires, information confidentielle ou exclusive de la Société, de l’une de ses filiales directes ou indirectes (ci-

(•)

de causer, par négligence, la divulgation non autorisée de :

d’un de ses clients; ou

(•)

d’utiliser à des fins personnelles ou à des fins étrangères à celles de l’Employeur ou, le cas échéant, celles

10

d’une Entreprise Concurrente et avisera par écrit le Participant de toute modification apportée à cette liste, le cas échéant.

réorganisation, de fusion, d’acquisition, de cession ou de tout autre changement important dans la structure organisationnelle

(•)

La Société peut ajouter ou retirer des entreprises de la liste des Entreprises Concurrentes en cas de

point de départ de la Période de Restriction sera fixé au dernier jour de travail effectif du Participant pour l’Employeur.

(•)

Au cas où l’Employeur dispenserait le Participant de l’exécution d’un éventuel préavis de fin de contrat, le

l’Activité de la Société.

et préalable de la Société pour exercer ses activités ou lorsque les activités exercées par le Participant ne sont pas concurrentes de

(•)

Les restrictions prévues à l’article 2 ne s’appliquent pas lorsque le Participant a reçu une autorisation écrite

l’article 2;

3.

Limitations et modifications. Les modifications et limitations suivantes s’appliquent aux restrictions prévues à

telles initiatives par toute autre Personne.

Personne. Le Participant ne s’adressera à aucune personne à une quelconque de ces fins, ni n’autorisera ou n’approuvera la prise de

de la finance, de la gestion, ou des fonctions équivalentes, afin d’être embauché ou employé par le Participant ou par toute autre

ses Filiales et qui exerçait pendant la Période Concernée des fonctions d’encadrement dans les domaines de la vente, du marketing,

personne qui, au cours de la Période Concernée, était un salarié, mandataire, consultant ou prestataire de la Société ou de l’une de

(•)

Pendant la Période de Restriction, ne pas employer, embaucher, solliciter, inciter ou persuader toute

même si le lieu de travail du Participant est situé en dehors de la Zone Géographique Prohibée.

également à l’activité du Participant exercée au profit d’une Entreprise Concurrente située dans la Zone Géographique Prohibée

Filiales au cours de l’année précédente (la « Zone Géographique Prohibée »). Les restrictions du présent article 2 s’appliquent

chantier, un établissement ou un bureau où le Participant a pu exercer une activité professionnelle pour la Société ou l’une de ses

Filiales au cours de l’année précédente, ou (C) dans laquelle la Société ou l’une de ses Filiales avait un lieu de travail, un

d’emploi ou de mandat; (B) le Participant s’est vu affecter un client ou une mission de service pour la Société ou l’une de ses

fournit des services, pour lesquels le Participant a reçu ou obtenu des Informations Confidentielles au cours de sa période

arrondissements ou équivalent dans lesquels (A) la Société ou l’une de ses Filiales employant le Participant, a des clients ou

d’Informations Confidentielles. La Zone Géographique Prohibée désigne tous les pays, territoires, comtés, paroisses,

que définie ci-dessous) pendant la Période de Restriction ou pour toute période au cours de laquelle le Participant a connaissance

toute entreprise ayant une activité identique ou similaire à l’Activité, située à l’intérieur de la Zone Géographique Prohibée (telle

(iii) être employé, embauché ou fournir activement ses services à toute Entreprise Concurrente ou à

concluantes;

de renseignements pour la fourniture de biens ou de services relatives à l’Activité, même lorsque ces demandes n’ont pas été

présente restriction, le terme « client » comprend toutes les Personnes dont la Société ou l’une de ses Filiales a reçu des demandes

quelconque de ces fins, ni n’autorisera ou n’approuvera la prise de telles initiatives par toute autre Personne. Aux fins de la

l’égard duquel le Participant détient des Informations Confidentielles). Le Participant ne s’adressera à aucun fournisseur à une

de ses Filiales (et avec lequel le Participant ou l’un de ses subordonnés directs, a été activement impliqué durant cette période ou à

Concurrente ») de toute Personne qui, à un moment donné pendant la Période Concernée était un client de la Société ou de l’une

son emploi ou mandat pendant la Période Considérée (l’une quelconque de ces activités étant définie comme l’« Activité

moment au cours de la Période Concernée ou pour laquelle le Participant détient des Informations Confidentielles en raison de

11

(Diskriminierungsverbot).

principle of equal treatment (arbeitsrechtlicher Gleichbehandlungsgrundsatz) and the prohibition of discrimination

reasonably (nach billigem Ermessen) as defined under German law and (b) in a way complying with the German labour law

Agreement and this Country Schedule Germany, including the interpretation of such documentation, shall be exercised (a)

7.

Discretion. The Company’s, Board of Directors’, Committee’s and Administrator’s discretion under the Plan, the

granting RSUs to Employees and corporate officers who are resident in Germany for tax, labour or securities law purposes.

The provisions of this Country Schedule Germany provide additional definitions and conditions for the purpose of

GERMANY

indemnisation spécifique.

mais s’ajoute à tous les autres droits et recours dont la Société dispose en droit et en équité, en ce compris l’obtention d’une

telle injonction ne constitue pas le seul recours de la Société en cas de violation ou de menace de violation de ces engagements,

caution) de la juridiction compétente en vue de mettre un terme ou d’interdire une telle violation ou un tel risque de violation. Une

risque de violer l’une quelconque de ces dispositions, la Société est en droit d’obtenir une injonction (sans obligation de déposer une

juridique adéquat, le Participant convient que dans le cas où la Société considère à sa seule discrétion que le Participant viole ou

Participant, et en raison du dommage immédiat et irréparable qu’une telle violation serait susceptible de causer, sans autre recours

préjudice économique subies par la Société et ses Filiales résultant de la violation des articles 1 et 2 du présent accord par le

ou un tel risque de violation de la présente Clause de Confidentialité et de Non-Concurrence. En raison de la difficulté d’évaluer le

violation ou d’un tel risque de violation, et/ou l’engagement de toute action judiciaire en vue de mettre un terme à une telle violation

de violation des articles 1 et 2 du présent accord, notamment en vue de l’indemnisation de tout préjudice résultant d’une telle

juridiquement permise afin de faire respecter les engagements pris au titre du présent accord ou de prévenir toute violation ou risque

6.

Exécution forcée des engagements. La Société pourra engager toute action qu’ellel estime nécessaire et

la protection des lanceurs d’alerte.

ou autorité gouvernementale ou administrative et/ou de faire des révélations conformément aux dispositions législatives relatives à

de Non-Concurrence n’interdit au Participant de signaler d’éventuelles violations de la loi ou de la réglementation à tout organisme

5.

Non-interférence avec les droits du lanceur d’alerte. Aucune disposition de la présente Clause de Confidentialité et

prévues aux articles 1 et 2.

4.

Contrepartie. Le Participant reconnaît que l’octroi de RSUs constitue une contrepartie suffisante aux restrictions

acquises par lui sans enfreindre les restrictions prévues à l’article 2.

permettant au Participant d’exercer raisonnablement une activité professionnelle correspondant aux compétences et à l’expertise

Informations Confidentielles, le goodwill et intérêts commerciaux importants et légitimes de la Société et de ses Filiales, tout en

présent accord; qu’elles ont pour objectif et sont nécessaires pour prévenir tout acte de concurrence déloyale, protéger les

activités concurrentes, sont proportionnés à tous égards et non excessives; qu’elles constituent une condition déterminante du

limitations et restrictions énoncées aux présentes, notamment les restrictions dans l’espace et dans le temps à l’égard de certaines

(•)

Le Participant reconnaît qu’il a volontairement accepté les engagements énoncés à l’article 2 et que les

non écrite sans porter atteinte à la validité ou l’effectivité de toute autre disposition du présent accord.

Dans le cas où l’une ou l’autre des restrictions ne pouvait être modifiée et était considérée inapplicable, elle pourrait être réputée

la ou les suppression(s) ou réduction(s) nécessaire(s) pour rendre la ou les restriction(s) pertinente(s) valable(s) et effective(s).

excessives si l’une ou plusieurs de leurs stipulations étaient supprimées, la ou les restriction(s) pertinente(s) s’appliquerai(en)t avec

être considérées comme excessives pour la protection des intérêts légitimes de l’Employeur mais seraient considérées comme non-

parties comme étant proportionnées en toutes circonstances. Il est convenu que si l’une ou plusieurs de ces restrictions, devaient

(•)

Chacune des restrictions énoncées à l’article 2 est distincte et indépendante. Elles sont considérées par les

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wages, allowances or emoluments of the Participants, for any

1.

RSUs Not Part Of Compensation. The RSUs are not part of normal or expected compensation, remuneration, salary,

securities law purposes.

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in India for tax, labour or

The provisions of this Country Schedule for India provide additional definitions and conditions for the purpose of

INDIA

to retire under the terms of his or her employment agreement with the Ghana Employer.

(•)

“Retirement” means the termination of Participant’s employment on or after the date Participant is eligible

under federal or state law.

(•)

“Detrimental Activity” means the Participant’s having been convicted of, or pleading guilty to a felony

shall apply:

13.

Definitions. For all purposes of this Agreement and the Plan the following defined terms have been amended and

is the amount that an independent, reasonable person would pay on the open market to receive the Shares.

12.

Withholding. Whenever the RSUs vest, the Participant is liable to tax on it at the market value of the Shares which

granting RSUs which are intended to be granted to Participants in Ghana for privacy, tax or labour law purposes.

The provisions of this Country Schedule for Ghana provide additional definitions and conditions for the purpose of

GHANA

Officer at privacy@TechnipFMC.com.

11.

Data Privacy. For any further request regarding data privacy, Participant may contact the German Data Protection

law and its interpretation.

the definitions of Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement shall be subject to German

10.

Termination of Service Detrimental Activity, Disability, Good Reason and Retirement. For the avoidance of doubt,

Participant must report on an annual basis if the Participant holds Shares that exceed 10% of the total voting capital of the Company.

report any receivables, payables, or debts in foreign currency exceeding an amount of €5,000,000 on a monthly basis. Finally, a

with the sale of Shares acquired under the Plan, the bank will make the report for the Participant. In addition, a Participant must

German Federal Bank. If a Participant uses a German bank to transfer a cross-border payment in excess of €12,500 in connection

9.

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the

Shares on settlement of the RSUs, or (3) the disposal of any Shares.

is attributable to (1) the grant or vesting of, or any benefit the Participant derives from, the RSUs, (2) the Participant’s acquisition of

any jurisdiction, including but not limited to wage tax, solidarity surcharge, church tax or German social security contributions) that

any Tax Liability (a “Tax Liability” being any liability for income tax, withholding tax and any other employment related taxes in

tax authorities. The Participant shall indemnify the Company or the Employer from and against any liability for or obligation to pay

purposes of withholding, Fair Market Value shall be determined under applicable German law and its interpretation by the German

under all applicable federal, state and local or foreign tax laws (including German social security or similar contributions). For

notify the Participant of the amount of tax, if any, which must be withheld by the Company or the German Employer of Participant

Participant as required by German law. Whenever the RSUs are settled, the Company or the German Employer of Participant shall

regard also Participants portions, and any mandatory withholding or required actions shall be made by the German Employer of

8.

Tax Withholding. For the avoidance of doubt, taxes always include German social security contributions, and in this

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English version of the Agreement and the Plan, the English version shall

(•)

in the event of any inconsistency or different interpretation between the Bahasa Indonesia version and the

equally authentic; and

(•)

the English language version and the Bahasa Indonesia version of the Agreement and the Plan shall be

The Participant and the Company agree that:

Company under any version of the Agreement and the Plan.

as creating different rights and obligations, or duplication or multiplication of the rights and obligations, of the Participant and the

For the avoidance of doubt, the existence of two versions of the Agreement and the Plan is not to be construed by any party

the English language version of the Agreement and the Plan.

Participant and the Company agree to execute the Indonesian language version of the Agreement and the Plan simultaneously with

Indonesian Language (“Regulation 63”), the Agreement and the Plan are made in English and Indonesian language versions. The

National Anthem of the Republic of Indonesia (“Law 24”) and the Presidential Regulation No. 63 of 2019 regarding the Use of

7.

Language. In compliance with the Law No. 24 of 2009 regarding National Flag, Language, Coat of Arms, and

judicial cancellation of this Agreement would otherwise be required to terminate this Agreement.

Company and the Participant hereby waive the benefits of Article 1266 of the Indonesian Civil Code but only to the extent that

6.

Waiver of Article 1266 of the Indonesian Civil Code. For the purposes of termination of this Agreement, the

5.

Award Plan. A copy of the Plan is attached to this Agreement.

granting RSUs to Employees and corporate officers who are resident in Indonesia for tax, labour or securities law purposes.

The provisions of this Country Schedule Indonesia provide additional definitions and conditions for the purpose of

INDONESIA

transfer of Data by Company for the Purposes.

4.

Data Privacy. By entering into the Agreement, Participant consents to the processing, collection, disclosure and

earlier than the date of vesting.

Exchange Board of India on the specified date, being the vesting date or any date not being a date which is more than 180 days

The FMV of the Shares shall be the value as determined by a Category I Merchant Banker registered with the Securities and

The value of benefit shall be the aggregate Fair Market Value (“FMV”) of the Shares on the date of vesting.

value of benefit (in the form of allotment of Shares) which shall be chargeable to tax in the hands of the Participant as salary.

Employer, an amount towards taxes computed at the applicable rate at the time of allotment of the Shares to the Participant on the

3.

Tax Considerations. The Employer shall have the right to withhold, or require the Participant to remit to the

such Indian subsidiary or Affiliate to comply with the applicable reporting requirements under Indian company law.

Plan and this Agreement, including inter alia the number thereof, price paid, date of acquisition, and mode of holding in order for

the Indian subsidiary shall provide such Indian subsidiary with details of securities held by them in the Company pursuant to the

2.

Key Managerial Personnel Notification Obligation. Participants who are directors or key managerial personnel of

contributions, or any other payment or benefit under any applicable Indian labor and employment laws.

retrenchment compensation, bonuses, long-service awards, pension or retirement benefits, overtime, leave pay, social welfare

purpose, including, without limitation, calculating severance, resignation, redundancy, end of service payments, gratuity,

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Regulation No. 11971 of May 14, 1999, as amended.

offerings pursuant to Article 100 of Legislative Decree No. 58 of February 24, 1998, as amended and Article 34-ter of CONSOB

legislation. Accordingly, the offer may be extended into Italy only in circumstances which are exempted from the rules on public

Nazionale per la Società e la Borsa (“CONSOB”) (the Italian securities exchange commission), pursuant to Italian securities

or multilateral trading facility in Italy. The offer of the RSUs and Shares is private and has not been cleared by the Commissione

11.

Securities Law Information. Neither the RSUs nor the Shares are publicly offered or listed on any regulated market

law purposes.

RSUs which are intended to be granted to Employees and corporate officers who are resident in Italy for tax, labour or securities

The provisions of this Country Schedule for Italy provide additional definitions and conditions for the purpose of granting

ITALY

the Participant.

Indonesia. All taxes (including income tax) arising from the award of any RSU or the vesting of any RSU thereon shall be borne by

extent the Participant is a foreigner, how such gains or profits aforesaid will be taxed at the time the Participant ceases to work in

10.

Tax. The Participant is advised to seek professional tax advice as to the Participant’s tax liabilities including, to the

Indonesian law and its interpretation.

the definitions of Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement shall be subject to

9.

Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement. For the avoidance of doubt,

Purposes.

8.

Data Privacy. By entering into the Agreement, Participant consents to the processing of Data by Company for the

(•)

represents that it has made and entered into the Agreement and the Plan freely and without duress.

binding effectiveness and enforceability of the Agreement and the Plan; and

(•)

agrees that the execution of the Agreement and the Plan in the English language will not affect the validity,

Plan;

(•)

represents that it has read and fully understands the contents and consequences of the Agreement and the

the English language;

(•)

acknowledges that, with its agreement, the Agreement and the Plan have been predominantly negotiated in

Each of the Participant and the Company:

with Law 24 or Regulation 63.

valid and binding obligation, enforceable against it in accordance with its terms, in each case on the basis of any failure to comply

(•)

allege that the Agreement and the Plan is against public policy or otherwise does not constitute its legal,

(•)

defend its non-performance or breach of its obligations under the Agreement and the Plan; or

contemplated in the Agreement and the Plan;

(•)

challenge the validity of, or raise or file any objection to, the Agreement and the Plan or the transactions

any manner or forum in any jurisdiction:

Each of the Participant and the Company in good faith agrees that it shall not (and it shall not allow or assist any party to) in

is made.

require to give full legal effect to such amendment(s), promptly and in any event not in excess of thirty (30) days after such request

the relevant English text and the Participant and the Company shall execute such documentation as the Company may reasonably

prevail and the Participant shall, promptly upon request by the Company, amend the relevant Bahasa Indonesia text to conform with

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keselamatan sosial (jika dibenarkan), nombor insurans atau nombor kad pengenalan (jika dibenarkan), nombor pasport (jika

untuk mengumpulkan informasi peribadi Peserta termasuk: nama Peserta, alamat rumah, nombor telefon, tarikh lahir, nombor

melancarkan, termasuk melaksanakan, mengurus dan mentadbir Pelan dan Perjanjian (“Tujuan”), ia adalah perlu bagi Syarikat

“Data Privasi”. Klausa ini membatalkan dan menggantikan klausa 11.8 Pelan. Setiap Peserta mengakui bahawa bagi tujuan

19.

Bahasa Malaysia translation of Data Privacy clause:

2007.

requiring the registration of a prospectus with the Securities Commission in Malaysia under the Capital Markets and Services Act

purpose of, a public offering or issue, offer for subscription or purchase, invitation to subscribe for or purchase of any securities

have been delivered to the Securities Commission of Malaysia. The Plan documents do not constitute, and may not be used for the

issue” pursuant to Sections 229 and 230 of the Malaysian Capital Markets and Services Act 2007. Copies of the Plan documents

18.

Securities Laws Notice. The Plan constitutes or relates to an “excluded offer,” “excluded invitation” or “excluded

of any interest in the Company or any related company.

Plan or Shares) in the Company or any related company. Such notifications must be made within 14 days of receiving or disposing

notify the relevant Malaysian Subsidiary or affiliate in writing when you receive or dispose of an interest (e.g., an Award under the

are subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to

17.

Director Notification Obligation. If you are a director of a Malaysian Subsidiary or affiliate of the Company, you

once such information is generally available.

information which is not generally available and which you know or should know will have a material effect on the price of Shares

prohibited from acquiring or selling Shares or rights to Shares (e.g., an Award under the Plan) when you are in possession of

impact your acquisition or disposal of Shares or rights to Shares under the Plan. Under the Malaysian insider-trading rules, you are

16.

Malaysian Insider Trading Notification. You should be aware of the Malaysian insider-trading rules, which may

determined by the Administrator.

15.

“Participant” in Malaysia shall be restricted to any person who is an Employee or a Non-Employee Director, as

securities law purposes.

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Malaysia for tax, labour or

The provisions of this Country Schedule for Malaysia provide additional definitions and conditions for the purpose of

MALAYSIA

Agreement.

no. 196 of 2013, by writing to the TechnipFMC Data Protection Office with the modalities provided under clause 20 of the

the purposes of deciding what should happen to the Data after his or her death pursuant to Article 2-terdecies of Legislative Decree

14.

Data Privacy. In addition to the rights mentioned in clause 20 of the Agreement, Participant may issue directives for

deposits held outside of Italy whose maximum total value during the fiscal year does not exceed €15,000.

investment may give rise to income in Italy. This latter reporting obligation is not required in relation to bank accounts and bank

investments or investments (including proceeds from the sale of RSUs acquired under the Plan) held outside of Italy, if the

13.

Exchange Control Information. Participant is required to report in his or her annual tax return any foreign

Payment provisions above.

Administration; Section 19: Funding; and the Authorization to Release Transfer Necessary Personal Information and Method of

Vesting, Section 4: Rights and Obligations as Stockholder; Section 5: No Limitation on Rights of the Company; Section 10:

acknowledges that he or she has read and specifically and expressly approves the following sections of the Agreement: Section 1:

fully understand and accept all provisions of the Plan and the Agreement, including this Schedule A. Participant further

copy of the Plan and the Agreement and have reviewed the Plan and the Agreement, including this Schedule A, in their entirety and

12.

Plan Document Acknowledgment. In accepting the RSUs, Participant acknowledges that he or she has received a

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untuk pemprosesan dan / atau pemindahan Data diperlukan (lihat maklumat

Jika Peserta bekerja dengan anak Syarikat yang ditubuhkan di luar Kawasan Ekonomi Eropah dan setakat persetujuannya

termasuk tetapi tidak terhad kepada butiran perhubungan Pegawai Perlindungan Data tempatan, jika ada.

Peserta boleh merujuk selanjutnya maklumat khusus negara mengenai pemprosesan Data di bawah Jadual A Perjanjian,

atau wakil sumber manusia tempatan Peserta.

pengekalan yang terpakai bagi Data dengan menghubungi Pejabat Perlindungan Data TechnipFMC di privacy@TechnipFMC.com

Syarikatnya akan menyimpan Data untuk tempoh yang lebih lama. Peserta boleh meminta maklumat lanjut mengenai tempoh

jika ini perlu untuk mempertahankan kepentingan mereka dalam konteks prosiding kehakiman, Syarikat dan / atau anak-anak

Syarikatnya diwajibkan secara sah (contohnya untuk pematuhan dengan tujuan pelaporan undang-undang dan kewangan), atau

Data akan dipegang dan digunakan hanya selagi diperlukan untuk Tujuan. Hanya di mana Syarikat dan / atau anak-anak

Pelan.

sebarang Data yang diminta atau menyekat pemprosesan Data, Syarikat tidak akan dapat melaksanakan obligasinya di bawah

Ia adalah wajib bagi Peserta untuk memberikan apa-apa Data yang diminta. Jika Peserta memilih untuk tidak memberikan

Data TechnipFMC di privacy@TechnipFMC.com atau wakil sumber manusia tempatan Peserta.

yang kompeten. Permintaan mengenai Data, pertanyaan atau aduan boleh ditangani dengan menghubungi Pejabat Perlindungan

menurut Artikel 15 hingga 21 GDPR dan berhak memfailkan aduan dan / atau tuntutan dengan pihak berkuasa perlindungan data

memadamkan Data, untuk menyekat pemprosesan Data, untuk membantah pemprosesan Data, serta permintaan pemindahan Data

Peserta boleh meminta untuk mendapatkan akses kepada Data, untuk membetulkan mana-mana Data tersebut, untuk

privacy@TechnipFMC.com atau wakil sumber manusia tempatan Peserta.

boleh meminta salinan perlindungan seperti itu dengan menghubungi Pejabat Perlindungan Data TechnipFMC di

Kawasan Ekonomi Eropah, seperti klausa kontrak yang standard seperti yang dicadangkan oleh Suruhanjaya Eropah. Peserta

bersesuaian untuk memastikan perlindungan Data dalam kes pemindahan Data dari dalam Kawasan Ekonomi Eropah ke luar

negara ketiga (untuk kegunaan GDPR) sebagai akibat daripada Brexit, Syarikat akan melaksanakan perlindungan yang

Peserta bekerja dengan anak Syarikat yang ditubuhkan di dalam Kawasan Ekonomi Eropah, sekiranya United Kingdom menjadi

perlindungan Data, umpamanya klausa kontrak yang standard seperti yang dicadangkan oleh Suruhanjaya Eropah. Sekiranya

menetap. Sekiranya relevan, Syarikat dan anak Syarikat akan melaksanakan perlindungan yang bersesuaian untuk memastikan

dimana undang-undang perlindungan data tidak mempunyai perlindungan yang sama dengan bidang kuasa di mana Peserta

berkuasa mungkin bertempat di Amerika Syarikat, Kawasan Ekonomi Eropah, atau mana-mana sahaja, termasuk di kawasan

Data kepada mahkamah judisial and arbitrasi dan/atau jawatankuasa dan penasihat luar. Entiti-entiti tersebut dan badan-badan

bagi pihak- pihak berkuasa awam sekiranya diperlukan dibawah undang-undang atau peraturan dan boleh juga mendedahkan

mereka dan mana-mana pihak yang dirasakan perlu dan sesuai bagi Tujuan. Syarikat juga boleh menjadikan tesedia Data Peserta

bank-bank, broker-broker, pemilik kustodi, depositori sekuriti, bursa saham, dll) dan juga pengaudit, penasihat dan konsultan

Data boleh didedahkan kepada anak Syarikat (termasuk Majikan) atau kepada pihak ketiga pentadbir pelan (termasuk

mempertahankan kedudukan (undang-undang) dan/atau melaksanakan tuntutan (undang-undang).

arbitrasi, untuk memastikan kedudukan undang-undang, untuk mendapatkan nasihat (luaran) dan/atau untuk membina atau

pertikaian yang diancam dan/atau tuntutan (undang-undang), penyiasatan oleh badan berkanun yang relevan, litigasi dan

kewangan dan kehendak undang-undang yang lain, dan (ii) atas dasar kepentingan sah bagi kes yang tertunggak dan/atau

Selain daripada Tujuan, Syarikat akan menggunakan Data (i) bagi tujuan pematuhan undang-undang sekuriti dan laporan

adalah dikumpulkan secara langsung daripada Peserta atau diberikan oleh Majikan.

Paul’s Churchyard, London, EC4M 8AP, United Kingdom, adalah ‘data controller” bagi pemprosesan data. Menurutnya, Data

Syarikat atau anak Syarikat, informasi mengenai semua Anugerah (“Data”). Syarikat, yang mempunyai alamat berdaftar di One St.

dibenarkan), gaji, kewarganegaraan, nama jawatan, dan informasi mengenai apa-apa saham atau stok yang dipegang didalam

17

increased during the Protection Period; or

salary (excluding amounts received under incentive or other bonus plans), as in effect on the Grant Date or as the same may be

(iii) a material reduction by the Company in the Participant’s then current salary of record paid as annual

Grant Date or as the same may be changed from time to time prior to a Change in Control;

required travel on the Company’s business to an extent substantially consistent with the Participant’s business obligations as of the

miles further from the Participant’s then current assigned work location immediately prior to the Change in Control, except for

(ii) the Company’s requiring the Participant to be based at a location which is at least one hundred (100)

immediately preceding the Change in Control;

effect (x) on the Grant Date, (y) during the fiscal year immediately preceding the year of the Change in Control, and (z) on the date

reduction or alteration in the nature or status of the Participant’s authorities, duties, or responsibilities from the greatest of those in

such as the chairman or chief executive officer ceasing to report to the Board of Directors of a publicly traded company), or a

the Company becoming a subsidiary of another entity, or any material adverse change in the Participant’s reporting relationship,

limitation, any material adverse change in duties or status as a result of the stock of the Company ceasing to be publicly traded or of

duties, responsibilities, and status (including, without limitation, offices, titles and reporting requirements) (including, without

(i) the assignment of the Participant to duties materially inconsistent with the Participant’s authorities,

the Protection Period:

section 22(c) means, without the Participant’s express written consent, the occurrence of any one or more of the following during

(•)

“Good Reason”: For the purposes of this Agreement and the Plan, the definition of “Good Reason” in

any procedure before any authority to demonstrate such detrimental activity.

without the Company or its Subsidiaries having to notify the termination with detrimental activity before any authority or follow

constitutes cause for termination of the Participant’s relationship with the Company or its Subsidiaries under Applicable Law,

Activity” in section 23 shall be expanded to include any act or omission that to the Company or its Subsidiaries’ discretion

(•)

“Detrimental Activity”: For the purposes of this Agreement and the Plan, the definition of “Detrimental

excluding terminations where the Participant simultaneously commences or remains in service with the Company or any Subsidiary.

relationship with the Participant for any reason, with or without cause, termination by mutual consent, resignation, discharge, but

and/or its Subsidiaries and affiliates, including without limitation, because of termination by the Company or a Subsidiary of its

have experienced a Termination of Service on the date when Participant is no longer providing active services to the Company

(•)

“Termination of Service”: For the purposes of this Agreement and the Plan, Participant will be deemed to

20.

Definitions. For all purposes of this Agreement and the Plan the following defined terms shall apply:

purposes.

granting RSUs which are intended to be granted to Eligible Individuals who are resident in Mexico for tax, labour or securities law

The provisions of this Country Schedule for Mexico provide additional definitions and conditions for the purpose of

MEXICO

persetujuannya, Syarikat mungkin tidak dapat melaksanakan tanggungjawabnya dan mentadbirkan Pelan dan Perjanjian.”

sumber manusia tempatan Peserta. Peserta mengakui, bersetuju dan menerima bahawa sekiranya dia memilih untuk menarik balik

di sini secara bertulis dengan menghubungi Pejabat Perlindungan Data TechnipFMC di privacy@TechnipFMC.com atau wakil

seperti yang dinyatakan dalam klausa 20 Perjanjian. Pada bila-bila masa, Peserta boleh menarik balik persetujuan yang diberikan

khusus negara dalam Jadual A Perjanjian), Peserta dengan ini bersetuju untuk pemprosesan dan / atau pindahan sedemikian

18

derives from, the RSUs, (2) the Participant’s acquisition of Shares, or (3) the disposal of any Shares.

limited to wage tax or social security contributions) that is attributable to (1) the grant or vesting of, or any benefit the Participant

being any liability for income tax, withholding tax and any other employment related taxes in any jurisdiction, including but not

indemnify the Company or the Employer from and against any liability for or obligation to pay any Tax Liability (a “Tax Liability”

24.

Tax Withholding. For the avoidance of doubt, taxes include social security contributions. The Participant shall

labour or securities law purposes.

of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in the Netherlands for tax,

The provisions of this Country Schedule for the Netherlands provide additional definitions and conditions for the purpose

NETHERLANDS

reasonably expected for the storage of valuable and proprietary for sensitive/confidential data.

Purposes. The recipient of Participant’s personal data will retain the data in a secure network system at such standard as would be

23.

Data Privacy. By entering into the Agreement, Participant consents to the processing of Data by Company for the

copy thereof to a Mexican affiliate of the Company.

Participant shall deliver to the Company the applicable digital tax invoice, if any, to be issued pursuant to the Applicable Law and a

payment within the five (5) business days following to the date when the corresponding tax should have been paid. Likewise, the

shall pay such taxes pursuant to the Applicable Law and shall provide to the Company copies of the applicable tax return and the tax

(including income tax) arising from the award of any RSU or the vesting of any RSU thereon shall be borne by the Participant, who

22.

Tax. The Participant is advised to seek professional tax advice as to the Participant’s tax implications. All taxes

relationship that may be in place.

for determining any severance payment or compensation otherwise due, or any payments resulting from any employment

Company and shall not be considered for any purposes in connection with such Mexican Subsidiary, including without limitation,

Shares issued pursuant to vesting of the RSUs are not part of the Participant’s remuneration by the Mexican Subsidiary of the

Participant because of his/her services. Consequently, the RSUs are granted on the assumption and condition that RSUs and the

premiums, commissions, employment benefits in money or in kind, or any other benefits paid out by the Mexican Subsidiary to the

issued pursuant to vesting are granted directly by the Company; therefore, such are not part of the salary, payments, bonuses,

RSUs under the Plan. In accepting this Agreement, Participant expressly acknowledges and accepts that the RSUs and the Shares

21.

No Entitlement for Claims. The Company has unilaterally, gratuitously and discretionally decided to grant the

treated as if it occurred during the Protection Period for purposes of Section 3(a).

Participant’s actual termination for Good Reason may occur after the end of the Protection Period, and such termination will be

Reason” event. For sake of clarity, the event giving rise to a Good Reason termination must occur during the Protection Period, but

Participant separates from the Company effective not later than twenty four (24) months after the original occurrence of the “Good

Company fails to cure the event within thirty (30) days following the Company’s receipt of Participant’s written notice; and the

Participant provides written notice to the Company within ninety (90) days of the occurrence of any of the above listed events; the

respect to any circumstance constituting Good Reason; however, “Good Reason” for Participant’s separation will exist only if: the

illness not constituting a Disability. The Participant’s continued service will not constitute a waiver of the Participant’s rights with

The existence of Good Reason will not be affected by the Participant’s temporary incapacity due to physical or mental

preceding the year of the Change in Control and (c) on the date immediately preceding the Change in Control.

Participant participates from the greatest of the levels in place (a) on the Grant Date, (b) during the fiscal year immediately

long-term incentive compensation plans, or employee benefit or retirement plans, policies, practices, or arrangements in which the

(iv) a material reduction in the Participant’s level of participation in any of the Company’s short- and/or

19

of Participant’s RSUs.

the Administrator shall have the exclusive discretion to determine when the Participant is no longer actively employed for purposes

terminate effective as of the date of the termination notice, and will not be extended by any notice period or agreed “garden leave”;

the event of termination of the Participant’s employment, the Participant’s rights to vest the RSUs under the Plan, if any, will

1.

Acknowledgment of Nature of Plan and RSUs. In accepting this Agreement, the Participant acknowledges that, in

securities law purposes.

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Norway for tax, labour or

The provisions of this Country Schedule for Norway provide additional definitions and conditions for the purpose of

NORWAY

regards the Participant.

Subsidiaries; are reasonably necessary to protect the interests of the Company and its Subsidiaries; and are not unreasonable as

the Confidentiality and Non-Compete Agreement set forth in Exhibit A protect the legitimate interest of the Company and its

Confidentiality and Non-Compete Agreement – Exhibit A: The Participant hereby agrees that the restrictions in Clause 2 of

Data Privacy. By entering into the Agreement, Participant consents to the processing of Data by Company for the Purposes.

NIGERIA

Dutch tax law purposes for a period of at least 7 years after the end of the relevant tax year.

after Participation to the Plan has ended and/or terminated or where the Data is part of the financial administration required for

long as required by the law for compliance with legal and financial reporting purposes, which shall be for a period of at least 5 years

(•)

Data will be held and used through the relevant time limitation period for claims under the Plan, and for as

Data Protection Authority (Autoriteit Persoonsgegevens) which can be done on the website www.autoriteitpersoonsgegevens.nl.

(•)

The Participant has the right to object to the processing of his Data and to lodge a complaint with the Dutch

nor disclosed to third parties unless a legal obligation exists to do so.

(•)

The Participant’s citizen service number (burger service nummer) will not be processed by the Company

28.

Data Privacy.

age (AOW-gerechtigde leeftijd) is reached.

(•)

“Retirement” means termination of the Participant’s employment agreement at the time the State pension

Dutch Civil Code) of the Company or of any Subsidiary.

(•)

“Employee” means: any officer or other employee (as determined in accordance with Article 7:610 of the

27.

Definitions. For all purposes of this Agreement and the Plan the following defined terms shall apply:

participate in the Plan.

criteria. The information contained herein is intended only for those Employees of the Company and its subsidiaries eligible to

in the Netherlands. Participation in the Plan is restricted to Employees of the Company and its subsidiaries who meet the eligibility

26.

Securities Law Information. The information contained herein does not constitute an offer of securities to the public

law and its interpretation.

the definitions of Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement shall be subject to Dutch

25.

Termination of Service. Detrimental Activity, Disability, Good Reason and Retirement. For the avoidance of doubt,

20

annually if the Participant owns Shares that exceed 10% of the total voting capital of the Company.

aggregate value of such assets and liabilities is equal to or greater than PLN 7,000,000. Additionally, the Participant must report

file in the National Bank of Poland quarterly declarations of assets and liabilities held outside of Poland if at the end of a year the

10.

Exchange Control Information. If Participant is a resident or domiciled in Poland, the Participant will be required to

approved or notified to the Polish Financial Supervisory Authority (“Komisja Nadzoru Finansowego”).

to less than 150 employees in Poland in a consecutive period of 12 months. Neither the Plan nor any related document has been

available containing information on the number and nature of shares as well as reasons for and details of the offer, or (ii) if offered

Regulation, in particular, Article 1 section 4 letter (i) of the Regulation, provided that the document, drafted in Polish, is made

market, and repealing Directive 2003/71/ECT (Regulation): (i) if offered under one of the exemptions available under the

Council of 14 June 2017 on a prospectus to be published when securities are offered to the public or admitted to trade on a regulated

without the requirement of publishing the prospectus under Regulation (EU) 2017/1129 of the European Parliament and of the

or multilateral trading facility in Poland. The Awards under the Plan, specifically, the RSUs and Shares, can be offered in Poland

addressed to selected and specific employees and the RSUs and Shares are not listed or meant to be listed on any regulated market

9.

Securities Law Information. The Plan and Awards under the Plan, specifically, the RSUs and Shares, are only

by the Employer or towards the Employer of the Participant respectively.

Section 23 of the Agreement, the actions to be performed by or towards the Company shall also mean the same actions performed

8.

Employment law actions. For the purpose of definitions of “Detrimental Activity” and “Good Reason” in

Company or of any Subsidiary.

7.

Employee. “Employee” means: any officer or other employee (as determined under Polish Labour Code) of the

statutory provisions.

Participant would be entitled to retire under the Polish statutory provisions. “Disability” means disability to work under the Polish

6.

Retirement and Disability. “Retirement” means termination of Participant’s employment on or after the date

employee capital plans (PPK).

related to non-competition arrangements, or any payments resulting from employment relationship, including payments towards

determining any severance pay, compensation, or any payment due to cessation of employment, any bonuses/awards, compensation

and pay conditions within the meaning of the Polish Labour Code and therefore, shall not be considered for the purposes of

5.

No Entitlement for Claims. The RSUs and the Shares issued pursuant to vesting are not part of Employee’s work

Labour Code).

shall be expanded to include termination of employment contract without notice (due to reasons specified under art. 52 of the Polish

4.

Detrimental Activity. For the purposes of this Agreement, the definition of “Detrimental Activity” in Section 23

securities law purposes.

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Poland for tax, labour or

The provisions of this Country Schedule for Poland provide additional definitions and conditions for the purpose of

POLAND

Norwegian law for Participants whose employment are governed by Norwegian law.

3.

Exhibit A. The provisions on Confidentiality and Non-Compete in Exhibit A only apply as far as allowed subject to

Definition of the term “Good Reason” do not apply to Participants whose employment are governed by Norwegian Law.

2.

Definitions. For all purposes of this Agreement and the Plan, Clause 23(c)(iv) and Clause 20(c)(v) regarding the

21

securities law purposes.

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Qatar for tax, labour or

The provisions of this Country Schedule for Qatar provide additional definitions and conditions for the purpose of

QATAR

livremente aceitou e concordou com os termos e condições estabelecidas no Plano e no Acordo.

Pelo presente instrumento declara expressamente que tem pleno conhecimento da língua inglesa e que leu, compreendeu e

Conhecimento de Língua:

read, understood and fully accepted and agreed with the terms and conditions set forth in the Plan and in the Agreement.

18.

Language Consent: You hereby expressly declare that you have full knowledge of the English language and have

of the Participant.

are deposited with a bank or financial intermediary in Portugal, such bank or financial intermediary shall submit the report on behalf

acquisition of such shares may need to be reported to the Bank of Portugal (Banco de Portugal) for statistical purposes. If the Shares

17.

Exchange Control Information: In case the Participant receives Shares under the Plan and the Agreement, the

considered for the purposes of determining any severance payment, compensation or credits otherwise due.

issued pursuant to vesting of the RSUs are not part of the Participant’s ordinary or expected remuneration and shall not be

to grant the RSUs under the Plan. Consequently, the RSUs are granted on the assumption and condition that RSUs and the Shares

16.

No Entitlement for Claims or Compensation. The Company has unilaterally, gratuitously and discretionally decided

any Subsidiary.

15.

Employee. “Employee” means: any employee (as determined under Portuguese labor law) of the Company or of

Administrator.

14.

“Participant” in Portugal shall be restricted to Employees or Non-Employee Directors, as determined by the

accordance with Portuguese labor law.

the definitions of Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement shall be interpreted in

13.

Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement. For the avoidance of doubt,

entity other than the Participant and other selected Employees.

materials relating to the granting of the RSUs and the Shares are strictly confidential and may not be distributed to any person or

offerings pursuant to Portuguese Securities Code, approved by Decree-Law no. 486/99, of 13 November. The Agreement and other

Portuguese law. Accordingly, the offer may be made in Portugal only in circumstances which are exempted from the rules on public

by, the Portuguese Securities Markets Commission (Comissão do Mercado de Valores Mobiliários), pursuant to the applicable

or multilateral trading facility in Portugal. The offer of the RSUs and Shares is private and has not been communicated to, or cleared

12.

Securities Law Information: Neither the RSUs nor the Shares are publicly offered or listed on any regulated market

securities law purposes.

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Portugal for tax, labour or

The provisions of this Country Schedule for Portugal provide additional definitions and conditions for the purpose of

PORTUGAL

the Personal Data Protection Office).

11.

Data Privacy. The Participant has the right to lodge a complaint with the Polish supervisory authority (President of

22

to the issue of any securities

reproduced or used for any other purpose. Further, the information contained in this Agreement and the Plan is not intended to lead

Employees of a Subsidiary of the Company and must not be provided to any person other than the original recipient and may not be

in the Kingdom of Saudi Arabia. This offer is being issued from outside the Kingdom of Saudi Arabia to a limited number of

reviewed by, deposited or registered with or by SAMA, CMA or any other relevant licensing authorities or governmental agencies

Saudi Arabia. This Agreement is strictly private and confidential and the terms of the Agreement and the Plan have not been

the Capital Market Authority (“CMA”) or any other relevant licensing authorities or governmental agencies in the Kingdom of

23.

Disclaimer. This Agreement has not been approved or licensed by Saudi Arabia Monetary Authority (“SAMA”),

Arabia for tax, labor or securities law purposes.

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in the Kingdom of Saudi

The provisions of this Country Schedule for Saudi Arabia provide additional definitions and conditions for the purpose of

SAUDI ARABIA

Participant’s local human resources representative.

and data protection laws in Russia is the TechnipFMC Data Protection Office who can be reached at privacy@TechnipFMC.com or

The persons designated to be responsible for ensuring that the Company, as applicable, complies with applicable privacy

separate consent form provided to them by the Employer in Russia.

The Participant grants to the Company consent to processing of his or her personal data by signing and returning the

No. 39-FZ “On Securities Market”.

transaction of the “option” type in the meaning of and as sets out by Federal Law of the Russian Federation of 22 April 1996

This Agreement does not constitute, and the Company and the Participant do not have an intention to execute, a derivative

to the Company through the local human resources representative.

connection with the Russian FLs (including regarding the access to Data or revocation of consent for processing) may be addressed

this Data with respect to Russian citizens will be made through a database located in Russia. Any requests to the Company in

“Russian FLs”). In addition to the provisions of Section 20 of this Agreement, for the purposes of the Russian FLs, the collection of

Law No. 152-FZ “On Personal Data” dated 27 July 2006 (as amended) and other applicable Russian laws (collectively, the

22.

Data Privacy. When processing personal data of Russian citizens / in Russia, the Company is also subject to Federal

securities law purposes.

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Russia for tax, labour or

The provisions of this Country Schedule for Russia provide additional definitions and conditions for the purpose of

RUSSIA

Protection Law of Qatar (Law 13 of 2016) is being collected within the State of Qatar.

21.

Data Privacy. The Company and the Participant acknowledge that no sensitive data as defined in the Data

regulator in the state of Qatar.

the Qatar Central Bank or the Qatar Financial Centre Regulatory Authority, the Qatar Financial Markets Authority or any other

or in the Qatar Financial Centre. This Agreement and the underlying instruments have not been approved, registered or licensed by

marketing of an investment fund or an attempt to do business, as a bank, an investment company or otherwise in the state of Qatar

shall be deemed to constitute, any offer or sale of securities in the State of Qatar or in the Qatar Financial Centre or the inward

20.

Securities Law. Nothing in this Agreement constitutes, is intended to constitute, shall be treated as constituting or

The seat, or legal place, of arbitration shall be London. The language to be used in the arbitration shall be English.

Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one.

existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the LCIA

19.

Jurisdiction. Any dispute arising out of or in connection with this Agreement, including any question regarding its

23

business days of becoming a director or chief executive officer (as applicable).

such interest in the Company. In addition, a notification of the Participant’s interests in the Company must be made within two

vesting and settlement of the RSUs). These notifications must be made within two business days of acquiring or disposing of any

Participant disposes of such interest in the Company (including when the Participant acquires or transfers Shares issued upon

options and contracts) in the Company (e.g. the RSUs). In addition, the Participant must notify the Singapore Company when the

Singapore Company in writing when the Participant acquires an interest (such as shares, debentures, participatory interests, rights,

disclosure / notification requirements under the Companies Act 1967. Among these requirements is an obligation to notify the

company incorporated in Singapore which is related to the Company (“Singapore Company”), the Participant is subject to certain

29.

Director / CEO Notification Obligation. If the Participant is a director or chief executive officer (as applicable) of a

available and, if it were generally available, it might have a material effect on the price or value of those Shares.

have a material effect on the price or value of the Shares, and (b) the Participant knows that the information is not generally

information that is not generally available but, if the information were generally available, a reasonable person would expect it to

Participant is prohibited from acquiring or selling Shares or rights to Shares (e.g. RSUs) when (a) the Participant possess

Participant’s acquisition or disposal of Shares or rights to Shares under the Plan. Under Division 3 of the Part XII of the SFA, a

28.

Insider Trading. A Participant should be aware of the Singapore insider trading regulations, which may impact the

prospectus requirements under the SFA.

Plan is being made in reliance of section 273(1)(f) of the Securities and Futures Act 2001 (“SFA”) for which it is exempt from the

27.

Securities Law Information. The award of the RSUs and the issuance and delivery of the Shares pursuant to the

or securities law purposes.

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Singapore for tax, labour

The provisions of this Country Schedule for Singapore provide additional definitions and conditions for the purpose of

SINGAPORE

said participant.

of managing and administrating the plan and to allow the vesting or transfer of any equity compensation grants or shares awarded to

bank account number in the Kingdom of Saudi Arabia to its subsidiaries or to third parties, on a need to know basis, for the purpose

26.

Data Privacy. Participant gives its consent and formally agrees that that Company is fully entitled to disclose its

licensing authorities or governmental agencies in the Kingdom of Saudi Arabia.

Agreement and the underlying instruments have not been approved, registered or licensed by SAMA, CMA or any other relevant

investment fund or an attempt to do business, as a bank, an investment company or otherwise in the Kingdom of Saudi Arabia. This

shall be deemed to constitute, any offer or sale of securities in the Kingdom of Saudi Arabia or the inward marketing of an

25.

Securities Law. Nothing in this Agreement constitutes, is intended to constitute, shall be treated as constituting or

arbitration shall be English.

be one. The seat, or legal place, of arbitration shall be Dubai International Financial Centre The language to be used in the

LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall

existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC –

24.

Jurisdiction. Any dispute arising out of or in connection with this Agreement, including any question regarding its

or the conclusion of any other contract of whatsoever nature within the territory of the Kingdom of Saudi Arabia.

24

obtained by reason of any office or employment held by him or her. “Employer” shall

directly or indirectly, derived by any person from a right or benefit to acquire shares in any company where such right or benefit is

certain types of allowance) paid or granted in respect of the employment whether in money or otherwise, and any gains or profits,

employment, which includes any wages, salary, leave pay, fee, commission, bonus, gratuity, perquisite or allowance (other than

deducted or withheld by the Employer and paid to the IRAS. Emoluments include income from gains or profits from any

of the termination of employment. An amount equal to the tax amount required to be deducted or withheld will have to be so

Participant from the day the Employee notifies his/her intention to cease employment or when the Employer notifies the Employee

arising from the vesting of the RSU from the Participant’s emoluments. The Employer is required to withhold all monies due to the

with the Employer (as defined below), the Employer may be required under the Income Tax Act 1947 to deduct or withhold taxes

Where the Participant is neither a Singapore citizen nor a Singapore Permanent Resident and is about to leave employment

Participant.

All taxes (including income tax) arising from the award of any RSU or the vesting of any RSU thereon shall be borne by the

how such gains or profits aforesaid will be taxed at the time the Participant ceases to work in Singapore.

is advised to seek professional tax advice as to the Participant’s tax liabilities including, to the extent the Participant is a foreigner,

gains for any period of time up to a maximum of 5 years, subject to filing formalities to be made by the Participant. The Participant

thereto are met. Interest will be chargeable for the deferral of tax. If granted, the Employee can defer payment of tax on the RSU

gains under incentive schemes operated by the Inland Revenue Authority of Singapore (“IRAS”) if the qualifying criteria relating

is at the time the RSU vests. The Participant may, however, be eligible to enjoy deferment of the payment of tax, arising from RSU

taxable in Singapore as part of the Participant’s employment remuneration when the RSU vests, regardless of where the Participant

Participant’s employment in Singapore, any gains or profits derived by the Participant arising from the vesting of such RSU will be

30.

Taxation Information. In the event that a Participant should be granted an award of the RSU in connection with the

(•)

“Business day” means any day other than a Saturday, Sunday or public holiday in Singapore.

(iii) a subsidiary of the holding company of the Company.

(ii) a subsidiary of the Company; or

(i) the holding company of the Company;

(•)

The Singapore Company will be deemed to be related to the Company if the Singapore Company is:

the business of the company, as the case may be.

(ii) is principally responsible for the management and conduct of the business of the company, or part of

(i) is in direct employment of, or acting for or by arrangement with, the company; and

described, who:

(•)

A “chief executive officer”, in relation to a company, means any one or more persons, by whatever name

corporation are accustomed to act and an alternate or substitute director.

called and includes a person in accordance with whose directions or instructions the directors or the majority of the directors of a

(•)

A “director” includes any person occupying the position of a director of a corporation by whatever name

In this regard:

25

within the first nine months of each calendar year.

Dirección General de Comercio Internacional e Inversiones about the development of the investment in non-resident entities by,

share capital of the Company or in the value of such stake), Participant will have to make an annual declaration to the Spanish

37.

In the event that the Shares acquired pursuant to this Plan exceed certain thresholds (whether in the stake in the

provided to the Ministry of Economy and Competitiveness for statistical purposes only.

de Comercio Internacional e Inversiones within the following month to the date of acquisition of the Shares. This declaration is

36.

Exchange Control Information. Participant must declare the acquisition of Shares to the Spanish Dirección General

Shares subject to the RSUs have been issued and the Participant has become the record owner of such Shares.

the rights of a stockholder or Dividend Equivalents with respect to the Shares subject to the RSUs, except to the extent and until the

35.

No Stockholders Rights. Neither the Participant nor any other person entitled to exercise the RSUs will have any of

responsibility of the Participant.

adverse consequences for the Participant arising in connection with the withholding procedures described above shall be the sole

Applicable Law; and (ii) once made, the election shall be irrevocable as to the particular Shares for which the election is made. Any

the election must be made on or prior to the date when the amount of tax to be withheld is to be determined pursuant to the

be made in writing by the Participant in a form acceptable to the Administrator and shall be subject to the following restrictions: (i)

Participant to satisfy the withholding amounts referred to above by means of a cash payment. Request for such cash payment shall

34.

In the absolute discretion of the Administrator, the Company or the Relevant Subsidiary may authorise the

result in adverse financial accounting consequences for the Company or any of its Subsidiaries).

withholding rates for tax purposes, in accordance with Applicable Law to such taxable income (or such other amount as would not

pursuant to the Applicable Law, no greater than the aggregate amount of such liabilities based on the maximum statutory

number of Shares which have a fair market value, determined on the date when the amount of tax to be withheld is to be determined

respect to any taxable event arising as a result of any RSUs. The number of Shares which may be so withheld shall be limited to the

sufficient for the Company or the Relevant Subsidiary to cover an amount required by law to be withheld or otherwise arising with

agrees that the Company or the Relevant Subsidiary may withhold Shares otherwise issuable upon the settlement of the RSUs,

laws and social security, and will be entitled to take any action necessary to effectuate such compliance. The Participant hereby

Employee (the “Relevant Subsidiary”), in accordance with the terms of the Plan, will comply with all applicable withholding tax

33.

Withholding. Whenever the RSUs are vested, the Company or its relevant subsidiary in which the Participant is an

transfer a RSU will be ineffective and may result in the Company terminating the RSUs.

Shares underlying the RSUs have been issued, and all restrictions applicable to such Shares have lapsed. Any effort to assign or

32.

Non-transferability of RSUs. The RSUs may neither be sold, pledged, assigned nor transferred unless and until the

resident in Spain are subject to the following additional conditions:

Notwithstanding any other provisions of the Plan, RSUs granted under this Country Schedule for Spain to Participants

labour and securities law purposes.

granting RSUs which are intended to be granted to Spanish Employees and corporate officers who are resident in Spain for tax,

The provisions of this Country Schedule for Spain provide additional definitions and conditions for the purpose of

SPAIN

Company for the Purposes.

31.

Data Privacy. By entering into the Agreement, Participant consents to the processing and transfer of Data by

whether on his or her account or on behalf of another person.

mean the Company, a Singapore Subsidiary of the Company, other affiliated company or any other person paying such emoluments,

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receipt will only be deemed to be given on the next working day in that place.

A notice given in accordance with the above but received on a non-working day or after business hours in the place of

(•)

if by facsimile, when received in legible form.

(•)

if by letter, when delivered personally or on actual receipt; and

be sufficiently given or made by way of the following:

Any document, notice or demand required or permitted to be given or made by any of the parties hereto shall be deemed to

Company, or to such other address as either may designate to the other in writing.

other person entitled to receive the RSUs) will be addressed to such person at the Participant’s address now on file with the

TechnipFMC plc,, John T. Gremp Campus, 13450 Lockwood Road, Houston, Texas 77044, and any notice to the Participant (or

1.

Notice. Any notice to the Company provided for in this Agreement shall be addressed to it in case of its Secretary,

THAILAND

Provision of the Spanish Social Security Act (“Ley General de Seguridad Social”).

either party, at a time the Participant reaches the ordinary retirement age as determined in Article 205 and Seventh Transitory

(a)

“Retirement” means termination of the Participant’s employment contract and/or service agreement, by

mutandis to a corporate officer.

shall be that set forth in the relevant services agreement and, otherwise, the same as that set forth in the Agreement, adapted mutatis

executives. For corporate officers (“consejeros ejecutivos”) not holding an employment status, the definition of “Good Reason”

sections (a), (b) or (c) of Royal Decree 1382/1985, of 1 August 1985, governing the special employment relationship of senior

Spanish Workers’ Statute. For senior executives (altos directivos), the termination based on the grounds set forth in Article 10.3,

(•)

“Good Reason” means, for an Employee, termination based on the grounds set forth in Article 50 of the

regulated in Article 54 of the Spanish Workers’ Statute.

(•)

“Detrimental Activity” means the Participant incurring in any of the grounds for disciplinary dismissal

39.

Definitions. For all purposes of this Agreement and the Plan the following defined terms shall apply:

void.

any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then RSUs shall be null and

for the assumptions and conditions referred to above; thus, Participant acknowledges acknowledge and freely accepts that should

Company or the relevant Subsidiary ceases. In addition, Participant understands that this grant would not be made to Participant but

Plan, Participant understands that Participant will not be entitled to continue vesting the RSUs once Participant’s service with the

(compensación por prejubilación), damages or any other payment whatsoever. Further, unless otherwise expressly provided in the

antigüedad), pension or retirement related benefits (pensión o prestación de jubilación), compensation for early retirement

(gratificación), compensation under any non-compete covenant (no concurrencia), bonus for length of services (bonus por

dismissal scheme (expediente de regulación de empleo) or for termination of services (finalización de servicios), gratuity

compensation otherwise due in the event of resignation (dimisión) or dismissal (despido), compensation under any collective

compensation, and shall not be considered for the purposes of determining any severance pay (indemnización por despido o cese) or

vesting of the RSUs may not increase in value and that, in any event, are not part of Participant’s ordinary or expected

Participant understands that the RSUs are granted on the assumption and condition that RSUs and the Shares issued pursuant to

that any grant will not economically or otherwise bind the Company or any of its Subsidiaries on an ongoing basis. Consequently,

Employees throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition

gratuitously and discretionally decided to grant the RSUs under the Plan, extraordinary in nature, to individuals who may be

38.

No Entitlement for Claims or Compensation. Participant understands that the Company has unilaterally,

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Participant has satisfied this obligation.

and/or the acquisition of the Shares by the Participant. The Company shall not be required to issue, allot or transfer Shares until

Company may require for the satisfaction of any Tax Liability that may arise in connection with the grant or vesting of the Awards

6.

Tax Liability. RSUs will not vest or be acquired by Participant until Participant has made such arrangements as the

to as a “Taxable Event”)).

the Shares ceasing to apply to the Shares or otherwise being varied, or (4) the disposal of any Shares (each of those events referred

grant and/or vesting of the RSUs; (2) the acquisition by Participant of the Shares (3) any or all of the restrictions that apply to any of

Contributions (or other similar obligations to pay tax and social security wherever in the world arising) that is attributable to (1) the

liability for income tax, employee’s National Insurance contributions and (at the discretion of the Company) employer’s National

his/her Employer, if different, from and against any liability for or obligation to pay any Tax Liability (a “Tax Liability” being any

5.

Tax Indemnity. Participant agrees to indemnify and keep indemnified the Company, any Subsidiary, any Parent and

RSUs. Other Eligible Individuals who are not Employees are not eligible to receive RSUs in the United Kingdom.

Plan with the exception that in the United Kingdom only Employees of the Company or any Subsidiaries are eligible to be granted

Subsidiaries who are based in the United Kingdom will be granted on similar terms. This Agreement incorporates the terms of the

Kingdom based Employees of the Company and any Subsidiaries. All Awards granted to Employees of the Company or any

The Agreement together with these UK specific terms form the rules of the employee share scheme applicable to the United

UNITED KINGDOM

This Agreement does not form part of the Participant’s employment for any purposes whatsoever.

arbitration shall be English.

be one. The seat, or legal place, of arbitration shall be Dubai International Financial Centre The language to be used in the

LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall

existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC –

4.

Jurisdiction. Any dispute arising out of or in connection with this Agreement, including any question regarding its

other contract of whatsoever nature within the territory of the United Arab Emirates.

information contained in this Agreement and the Plan is not intended to lead to the issue of any securities or the conclusion of any

provided to any person other than the original recipient and may not be reproduced or used for any other purpose. Further, the

issued from outside the United Arab Emirates to a limited number of Employees of a Subsidiary of the Company and must not be

Commodities Authority or any other licensing authority or governmental agencies in the United Arab Emirates. This offer is being

confidential and the terms of the Agreement and the Plan have not been reviewed by, deposited or registered with the Securities and

other relevant licensing authorities or governmental agencies in the United Arab Emirates. This Agreement is strictly private and

3.

Disclaimer. This Agreement has not been approved or licensed by the Securities and Commodities Authority or any

tax, labour or securities law purposes.

purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in the UAE for

The provisions of this Country Schedule for United Arab Emirates provide additional definitions and conditions for the

UNITED ARAB EMIRATES

public order and good morals of the people of Thailand are issues to be interpreted by the Supreme Court of Thailand.

discretion of said Courts and (b) not considered contrary to the public order or good morals of the people of Thailand. The scope of

Thai court and applied to the extent to which such law is (a) proven to the satisfaction of the Courts which satisfaction is within the

2.

Governing Law. Choice of Law: The choice of law to be the laws of the State of Delaware will be recognized in the

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preceding.

site, facility, or office at which the Participant had work activity for the Company or any Subsidiary in the one-year period

Company or any Subsidiary in the one-year period preceding, or (C) in which the Company or any Subsidiary had a work site, job

obtained Confidential Information during his/her employment; (B) the Participant had a customer or service assignment for the

Company or a Subsidiary that employs the Participant has customers or service assignments about which Participant received or

(•)

“Restricted Area” means each country, territory, county, borough, or equivalent thereof in which (A) the

eligible to receive a state pension in the UK.

(•)

“Retirement” means the termination of the Participant’s employment at the age when he or she becomes

9.

For the purposes of this Agreement and the Plan, the following defined term applies:

person to whom it has been specifically addressed.

Agreement is strictly confidential and is not for distribution to, and may not be acted upon by, any other person other than the

determined as having regard to the Participant’s circumstances as an Employee of the Company or one of its Subsidiaries. This UK

Kingdom and is being directed at the Participant because the offer to which this UK Agreement and the Plan relate has been

it been approved by, an authorised person within the meaning of the Financial Services and Markets Act 2000 of the United

8.

Acknowledgement. Participant acknowledges that neither this UK Agreement nor the Plan has been issued, nor has

calculated as if the Shares were not restricted and Sections 425 to 430 (inclusive) of ITEPA are not to apply to such Shares.

(“ITEPA”) that, for relevant tax purposes, the market value of the Shares acquired on Vesting of the RSUs on any occasion will be

the Shares) join with his/her Employer in electing, pursuant to Section 431(1) of the Income Tax (Earnings and Pensions) Act 2003

7.

Election. Participant undertakes that, upon request by the Company, he/she will (on or within 14 days of acquiring

2.

Death, Disability or Retirement.

Code).

the avoidance of doubt, this deadline is intended to comply with the “short-term deferral” exception from Section 409A of the

Date shall in no event be later than the date that is two and one-half months following the last day of the Performance Period (for

following the later of the Certification Date or the Vesting Date (the “Settlement Date”); provided, however, that the Settlement

(b)

Shares equal to the vested and Earned PSUs will be delivered to the Participant on the third business day

provided in Sections 2 or 3 below. Prior to the Vesting Date, an Award remains subject to substantial risk of forfeiture.

Sections 2 or 3 below. All PSUs will be forfeited upon Participant’s Termination of Service before the Vesting Date other than as

Date”), subject to Participant’s continued employment, appointment or service through the Vesting Date, other than as provided in

(a)

The PSUs will vest on February 21, 2026 and after the conclusion of the Performance Period (the “Vesting

1.

Vesting and Settlement.

The award is made upon the following terms and conditions:

“Certification Date”.

achievement against the Performance Goals. The date the Compensation Committee certifies achievement of such goals is the

Goals being the “Earned PSUs.” No PSUs will be considered Earned PSUs unless and until the Compensation Committee certifies

the Company’s achievement against the Performance Goals. The number of Shares earned based on satisfaction of the Performance

Performance Goals. The total number of Shares to be delivered will vary between 0% and 200% of the Target PSUs depending on

which time the Committee will review and approve the Company’s calculation of the Company’s performance against the

earned by the Participant will be determined at a meeting of the Committee following the completion of the Performance Period, at

hereto (the “Performance Goals”) over the performance period set forth therein (the “Performance Period”). The number of PSUs

earned by the Participant will depend upon the satisfaction of the performance goals and in the amounts set forth on Exhibit A

delivered based on achievement of Target Performance as set forth on Exhibit A (the “Target PSUs”). The actual number of Shares

restricted stock units (the “PSUs”) of the Company’s ordinary shares (the “Shares”), which reflects the number of Shares to be

The Committee, on behalf of the Company, grants to the Participant an award of #QuantityGranted# performance-based

Company or one of its affiliates (collectively, the “Employer”).

Participant, the amount of which will vary based on the Company’s performance, as an inducement to remain in the service of the

be to the competitive advantage and interest of the Company and its stockholders to grant an award of restricted stock units to the

The Compensation & Talent Committee of the Company’s Board of Directors (the “Committee”) determined that it would

Country Schedules applicable to the Participant as set forth in Schedule A.

The provisions of this Agreement are replaced, superseded and/or supplemented, as applicable, by the provisions of the

in the Plan. To the extent there is a conflict between the Plan and this Agreement, the provisions of the Plan will prevail.

Participant under this Agreement. Except as otherwise expressly provided herein, all capitalized terms have the meanings provided

incorporated by reference and made a part of this Agreement and will control the rights and obligations of the Company and the

The TechnipFMC plc Incentive Award Plan (the “Plan”), as it may be amended or restated from time to time, is

#ParticipantName# (the “Participant”).

TechnipFMC plc, a public limited company incorporated under the laws of England and Wales (the “Company”), and

This Performance Stock Unit Agreement (the “Agreement”) is made as of February 21, 2023 (the “Grant Date”) by

TECHNIPFMC PLC INCENTIVE A WARD PLAN

PURSUANT TO THE

PERFORMANCE STOCK UNIT AGREEMENT

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and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required.

8.

Government Regulation. The Company’s obligation to deliver Shares will be subject to all Applicable Laws, rules

time.

or as affecting in any way the right of the Employer to terminate the employment, service or appointment of the Participant at any

agreement or understanding of any kind or nature that the Employer will continue to employ, work with or appoint the Participant,

7.

Employment. Nothing in this Agreement or in the Plan will be construed as constituting a commitment, guarantee,

reincorporate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

Company to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate,

6.

No Limitation on Rights of the Company. The granting of PSUs will not in any way affect the right or power of the

Policies (as defined in Section 20) and all other applicable Company policies regarding trading in the Shares received.

(b)

After the Settlement Date, the Participant agrees to comply with any and all Applicable Laws, the Company

Settlement Date.

country annex for exceptions). Dividend Equivalents will be payable in cash only with respect to Earned PSUs and only on the

otherwise dispose of any of the PSUs. The Participant will receive Dividend Equivalents on Earned PSUs, where applicable (see

(a)

Prior to the Settlement Date, the Participant may not vote, sell, exchange, transfer, pledge, hypothecate or

5.

Rights and Obligations as Stockholder.

set forth on Exhibit B, which is incorporated herein by reference.

the terms and conditions of the Confidentiality and Non-Compete Agreement (the “Confidentiality and Non-Compete Agreement”)

specialized and that it is essential that they be protected. Accordingly, by acceptance of the PSUs, Participant agrees to be bound by

Company. Participant acknowledges that the business, products, and services of the Company and its Subsidiaries are highly

potential clients, customers, investors, service providers, vendors, suppliers, business partners, and other relationships of the

Company’s business, products, services, current and planned operations, in addition to being introduced to important actual and

access to Confidential Information, as defined in Exhibit B, of the Company and its Subsidiaries, including material relating to the

4.

Confidentiality and Non-Competition. The Participant acknowledges that Participant is in possession of and has

Change in Control.

(b)

does not assume or continue the Award, such Earned PSUs shall be payable on the consummation of the

to Section 14.

Control (the “Protection Period”), such Earned PSUs shall be payable upon the date of Participant’s Termination of Service, subject

(ii) by Participant for Good Reason (as defined below) within twenty-four (24) months following the consummation of a Change in

Service prior to the Vesting Date for a reason (i) other than Participant’s engaging in a Detrimental Activity (as defined below) or

provided in Sections 1 and 2, payable on the Vesting Date; provided, however, in the event of the Participant’s Termination of

(a)

assumes or continues the Award, such Earned PSUs shall continue to be subject to vesting and forfeiture as

“Earned PSUs” will equal the Target PSUs and, where the surviving corporation or any parent corporation thereof:

3.

Change in Control. Notwithstanding anything in this Agreement to the contrary, upon a Change in Control the

the Vesting Date, the Participant will retain the right to receive the Shares equal to the Earned PSUs on the Settlement Date.

(b)

Notwithstanding Section 1 hereof, in the event of the Participant’s Retirement (as defined below) prior to

Earned PSUs on the Settlement Date.

prior to the Vesting Date, the Participant (or his/her heirs, as the case may be) will retain the right to receive the Shares equal to the

(a)

Notwithstanding Section 1 hereof, in the event of the Participant’s death or Disability (as defined below)

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any designated

electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must provide the Company or

Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted

documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The

16.

Paper Copies. Participant acknowledges that he or she may receive from the Company a paper copy of any

terms and conditions set forth in the Plan and this Agreement.

same binding effect as a written or hard copy signature and accordingly, shall bind the Participant and the Company to all of the

required to consent to electronic delivery of documents described herein. Electronic execution of this Agreement shall have the

revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not

delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or

consent to the electronic delivery of documents or may change the electronic mail address to which such documents are to be

document via e-mail or such other means of electronic delivery specified by the Company. The Participant may revoke his or her

delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the

in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include the

electronically. In addition, the Participant may deliver electronically the Agreement to the Company or to such third party involved

prospectus, or any reports of the Company provided generally to the Company’s stockholders, may be delivered to the Participant

15.

Description of Electronic Delivery. The Plan documents, which include: the Plan, this Agreement, the Plan’s

time to the other party.

the address shown below that party’s signature hereto or at such other address as such party may designate in writing from time to

mail, or with an internationally recognized overnight courier service, with postage and fees prepaid, addressed to the other party at

provided for the Participant by the Company, or upon deposit in a government sponsored postal service, by registered or certified

effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any,

hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for

14.

Delivery of Documents. Any document relating to participation in the Plan or any notice required or permitted

the Company and the Participant.

supersedes any and all prior oral and written representations. This Agreement may only be amended by written agreement between

13.

Sole Agreement. This Agreement constitutes the entire agreement between the parties to it relating to the PSUs and

respective heirs, executors, administrators, successors and permitted assigns.

12.

Binding Effect. This Agreement will inure to the benefit of and be binding upon the parties hereto and their

Participant.

expressly subject to the terms and conditions of the Plan and the Sub-Plans, if any, a copy of which has been made available to the

with the Equity Plan Committee Grant Policy adopted by the Committee. The Participant’s rights under this Agreement are

11.

Administration. The Committee administers the Plan and delegates certain administrative authority in accordance

provided in Section 13.

Company, or to such other address as either may designate to the other in writing. All notices will be deemed to be duly given as

other person entitled to receive the PSUs) will be addressed to such person at the Participant’s address now on file with the

TechnipFMC plc, John T. Gremp Campus, 13450 Lockwood Road, Houston, Texas 77044, and any notice to the Participant (or

10.

Notice. Any notice to the Company provided for in this Agreement will be addressed to it in care of its Secretary,

following the Settlement Date.

pursuant to this award on the Settlement Date, or, if the Settlement Date is not a business day, the next business day immediately

equal to the closing price (as reported on the New York Stock Exchange) of the amount of the Shares earned by the Participant

withheld, determined based upon the Fair Market Value of the Shares. For purposes of withholding, Fair Market Value shall be

the Shares to which the Participant or beneficiary otherwise would be entitled equivalent in value to the taxes required to be

tax laws and will be entitled to take any action necessary to effectuate such compliance. The Company may withhold a portion of

9.

Withholding. The Employer, in accordance with the terms of the Plan, will comply with all applicable withholding

4

These entities and authorities may be located in the United States, the European

required by law or regulation and may also be disclosed to judicial and arbitration courts and/or committees and external advisors.

any other parties as may be required or appropriate for the Purposes. Data may also be made available to public authorities where

brokers, custodians, central securities depositories, stock exchanges, etc.), their respective auditors, advisors and consultants and

Data may be disclosed to Subsidiaries’ (including Employer) or to third-party stock plan administrators (including banks,

defend its (legal) position and/or to exercise a (legal) claim.

authority, litigation or arbitration, to determine its legal position, in order to obtain (external) advice and/or to establish and/or

its legitimate interest in case of a pending and/or threatening dispute and/or (legal) claim, investigation by a relevant supervisory

uses the Data (i) in order to comply with securities law and financial reporting and other legal requirements, and (ii) on the basis of

The Data collected for the Purposes are processed on the basis of the performance of the Agreement. In addition, Company

Employer.

is the data controller for such processing. As the case may be, Data are collected directly from the Participant or are provided by the

of all Awards (“Data”). Company, having its registered office at One St. Paul’s Churchyard, London, EC4M 8AP, United Kingdom,

number (where allowed), salary, nationality, job title(s), any shares of stock held in the Company or any of its Subsidiaries, details

birth, social security number (where allowed), or insurance number, or national identification number (where allowed), passport

and process personal information concerning the Participant including: Participant’s name, home address, telephone number, date of

order to perform, including to implement, manage and administer the Plan and the Agreement (“Purposes”), it is necessary to collect

20.

Data Privacy. This clause cancels and supersedes clause 11.8 of the Plan. Each Participant acknowledges that, in

of the State of Delaware.

19.

Governing Law. The interpretation, performance and enforcement of this Agreement will be governed by the laws

Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder.

modifications thereto as is necessary to comply with the requirements of Applicable Law, including, without limitation, the Dodd-

subject to the provisions of the Company’s Clawback Policy as in effect from time to time, including, without limitation, any

by Participant upon receipt or exercise of this Award or upon the receipt or resale of any Shares underlying this Award) shall be

18.

Clawback. This Award (including any proceeds, gains or other economic benefit actually or constructively received

exempt from the application of Section 409A or to comply with the requirements of Section 409A.

retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be

to the Plan or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with

(without any obligation to do so or to indemnify the Participant or any other person for failure to do so) to adopt such amendments

Control is a “change in control event” as defined in Section 409A, and (c) the Administrator shall have the right in its sole discretion

payment of the Award is made upon or following a Change in Control, then such payment will only be made if such Change in

separation from service, (b) to the extent necessary to avoid any imposition of taxes under Section 409A on the Participant, and

defined in Section 409A, then such payment will be delayed until the first business day following the six month anniversary of such

termination is a “separation from service” within the meaning of Section 409A and if the Participant is a “specified employee” as

of the Award is made upon the Participant’s termination of employment or service, then such payment will only be made if such

Section 409A, then (a) to the extent necessary to avoid any imposition of taxes under Section 409A on the Participant, and payment

Plan or this Agreement, if at any time the Administrator determines that this Award (or any portion thereof) may be subject to

regulations or other guidance that may be issued after the date hereof, “Section 409A”). Notwithstanding any other provision of the

any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such

17.

Section 409A. This Award is intended to comply with or be exempt from Section 409A of the Code (together with

fails.

third party administrator with a paper copy of any documents if the attempted electronic delivery or execution of such document

5

administrative convenience of the Company for the

the PSUs through newly issued Shares, treasury Shares or Shares held in an employee benefit trust (EBT) established for the

22.

Funding. The PSUs represent an unfunded promise to pay and deliver Shares in the future. The Company may settle

responsibility to comply with the Company Policies and the Insider Trading Rules.

acknowledges having read and understood this Securities Law Notification and further acknowledges that it is Participant’s

non-public inside information. By accepting this Agreement, the PSUs granted hereunder and participating in the Plan, Participant

material non-public inside information and/or engage in or attempt to engage in market manipulation while in possession of material

recommending to other persons to engage in insider trading or induce other persons to engage in insider trading, unlawfully disclose

material nonpublic inside information regarding the Company. In addition, the Insider Trading Rules prohibit the Participant from

“Insider Trading Rules”), may impact the ability to sell Shares acquired under this Agreement and the Plan while the Participant has

the Market Abuse Regulation ((EU) No 596/2014 (MAR) and the UK Market Abuse Exit Regulations 2019 (collectively the

Trading Policy (the “Company Policies”) and the insider trading and anti-market abuse rules of the U.S. Securities Exchange Act,

21.

Securities Law Notification and Restrictions on Trading. The Company’s Code of Business Conduct and Insider

administer the Plan and the Agreement.

that in the event he or she chooses to withdraw his or her consent, Company may not be able to perform its obligations and

privacy@TechnipFMC.com or Participant’s local human resources representative. Participants acknowledges, agrees and accepts

At any time, Participant may withdraw the consent given herein in writing by contacting the TechnipFMC Data Protection Office at

of the Agreement), Participant hereby consents to such processing and/or transfer as described in this clause 20 of the Agreement.

consent to the processing and/or the transfer of Data is required by applicable law (see country-specific information in Schedule A

If Participant is employed by a Subsidiary established outside of the UK or European Economic Area and to the extent its

including but not limited to the contact details of the local Data Protection Officer, if any.

Participant may find further country-specific information on the processing of the Data under Schedule A of the Agreement,

Protection Office at privacy@TechnipFMC.com or Participant’s local human resources representative.

Participant may request further information on retention period applicable to the Data by contacting the TechnipFMC Data

interests in the context of judicial proceedings, the Company and/or its Subsidiaries will store the Data for longer periods.

are legally obliged to (e.g. for compliance with legal and financial reporting purposes), or where this is necessary for defending their

Data will be held and used only as long as is necessary for the Purposes. Only where the Company and/or its Subsidiaries

obligations under the Plan.

Participant chooses not to furnish any Data requested or restrict the processing of the Data, Company will not be able to perform its

It is obligatory for the Participant to provide any Data requested for the purposes of entering into the Agreement. If the

privacy@TechnipFMC.com or Participant’s local human resources representative.

Data, questions or complaints may be addressed by contacting the TechnipFMC Data Protection Office at

UK GDPR, and has the right to file complaints and/or claims with the competent data protection authority. Requests regarding the

Data, to object to the processing of the Data, as well as request Data portability pursuant to Articles 15 to 21 of the GDPR and the

Participant may request to have access to the Data, to rectify any such Data, to erase the Data, to restrict processing of the

Protection Office at privacy@TechnipFMC.com or Participant’s local human resources representative.

an adequacy decision (if available). Participant may request a copy of such safeguards by contacting the TechnipFMC Data

such as implementing the standard contractual clauses adopted by the European Commission and the UK Government or relying on

applicable law to ensure the protection of the Data when disclosing the Data to a third party or transferring data to a third country,

jurisdiction of residence. Where relevant, the Company and its Subsidiaries will implement appropriate safeguards as required by

Economic Area, or elsewhere, including in territories where data protection laws may not be as protective as in the Participant’s

6

Participant participates from the greatest of the

long-term incentive compensation plans, or employee benefit or retirement plans, policies, practices, or arrangements in which the

(iv)

a material reduction in the Participant’s level of participation in any of the Company’s short- and/or

be increased during the Protection Period;

annual salary (excluding amounts received under incentive or other bonus plans), as in effect on the Grant Date or as the same may

(iii)

a material reduction by the Company in the Participant’s then current salary of record paid as

the Grant Date or as the same may be changed from time to time prior to a Change in Control;

for required travel on the Company’s business to an extent substantially consistent with the Participant’s business obligations as of

(100) miles further from the Participant’s then current assigned work location immediately prior to the Change in Control, except

(ii)

the Company’s requiring the Participant to be based at a location which is at least one hundred

of the Change in Control, and (z) on the date immediately preceding the Change in Control;

responsibilities from the greatest of those in effect (x) on the Grant Date, (y) during the fiscal year immediately preceding the year

Directors of a publicly traded company), or a reduction or alteration in the nature or status of the Participant’s authorities, duties, or

change in the Participant’s reporting relationship, such as the chairman or chief executive officer ceasing to report to the Board of

the Company ceasing to be publicly traded or of the Company becoming a subsidiary of another entity, or any material adverse

employee of the Company (including, without limitation, any material adverse change in duties or status as a result of the stock of

authorities, duties, responsibilities, and status (including, without limitation, offices, titles and reporting requirements) as an

(i)

the assignment to the Participant of duties that result in a material diminution of the Participant’s

of the following during the Protection Period:

(c)

“Good Reason” means, without the Participant’s express written consent, the occurrence of any one or more

continuous period of not less than twelve (12) months.

medically determinable physical or mental impairment that can be expected to result in death or that can be expected to last for a

(b)

“Disability” means Participant’s inability to engage in any substantial gainful activity by reason of any

(iv)

the Participant’s breach of any provision of the Confidentiality and Non-Compete Agreement.

federal or state law; or

(iii)

the Participant’s having been convicted of, or pleading guilty or nolo contendere to, a felony under

to the Company or an affiliate;

(ii)

the Participant’s willfully engaging in other conduct which is demonstrably and materially injurious

duties on a continuous basis within thirty (30) calendar days of receiving such demand;

failed to perform the Participant’s duties, and after the Participant has failed to resume substantial performance of the Participant’s

performance is delivered to the Participant that specifically identifies the manner in which the Company believes the Participant has

duties in any material respect (other than any such failure resulting from Disability), after a written demand for substantial

(i)

the Participant’s willful and continued failure to substantially perform the Participant’s employment

(a)

“Detrimental Activity” means

Unless otherwise provided on Schedule A, the Country Schedule:

23.

Definitions.

the Company in any Shares held by an EBT.

purposes of funding the Plan. The Participant has no right to any Shares held in any EBT, or to have the PSUs settled on behalf of

purpose of issuing Shares in settlement on behalf of the Company of Awards under the Plan, in its sole discretion and not for the

7

1933.

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of

Signed Electronically Via Online Process

Executive Vice President, People & Culture #ParticipantName#

By: Nisha Rai

TechnipFMC plc

Executed as of the Grant Date.

reaches the age of 62.

(d)

“Retirement” means termination of the Participant’s employment on or after the date that the Participant

purposes of Section 3.

occur after the end of the Protection Period, and such termination will be treated as if it occurred during the Protection Period for

termination must occur during the Protection Period, but Participant’s actual termination of employment for Good Reason may

(24) months after the original occurrence of the “Good Reason” event. For sake of clarity, the event giving rise to a Good Reason

Participant’s written notice; and the Participant separates from employment with the Company effective not later than twenty four

any of the above listed events; the Company fails to cure the event within thirty (30) days following the Company’s receipt of

employment will exist only if: the Participant provides written notice to the Company within ninety (90) days of the occurrence of

with respect to any circumstance constituting Good Reason; however, “Good Reason” for Participant’s separation from

illness not constituting a Disability. The Participant’s continued employment will not constitute a waiver of the Participant’s rights

The existence of Good Reason will not be affected by the Participant’s temporary incapacity due to physical or mental

termination of the Participant’s employment.

written notice of termination which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for

(v)

any termination of Participant’s employment by the Company that is not effected pursuant to a

the date immediately preceding the Change in Control; or

levels in place (x) on the Grant Date, (y) during the fiscal year immediately preceding the year of the Change in Control and (z) on

8

EXHIBIT A

9

approve the taking of such actions by any other Person;

supplier and the Company or such Subsidiary and Participant will not approach any supplier for that purpose or authorize or

respect of which Participant is in possession of Confidential Information) to reduce the level of business between the

Subsidiary (and with whom Participant or one of Participant’s direct reports was actively involved during that time or in

employment with the Employer (that period referred to as the “Relevant Period”) was a supplier of the Company or a

(i)

solicit, entice, or induce any Person that at any time during the last year of Participant’s

“Restricted Entity”):

Weatherford International plc, and any companies in their respective corporate groups and any successors thereto (each a

Company, McDermott International, Inc., National Oilwell Varco, Inc., Saipem S.p.A, Schlumberger Limited, Subsea 7 S.A.,

in the field of oil, gas and petrochemicals (the “Business”), including but not limited to: Baker Hughes Company, Halliburton

person, firm, or other organization (each, a “Person”), that is engaged in the business of projects, technologies, systems and services

months after the termination of Participant’s employment (the “Restricted Period”), either directly, or indirectly through any other

(a)

Participant will not during the period of Participant’s employment with the Employer and for a period of 12

terms of Clause 3, Participant agrees that:

Company will be entrusting Participant with the goodwill of the Company and Confidential Information. Therefore, subject to the

providers, vendors, suppliers, business partners, and other relationships of the Company and with other Subsidiaries. As such, the

current and planned operations in addition to being introduced to important actual and potential clients, customers, investors, service

exposed to, Confidential Information and will acquire other proprietary knowledge relating to the Company’s and Subsidiaries’

1.

Restrictions. In the course of Participant’s employment Participant has been exposed to, and will continue to be

hours.

termination of employment Participant agrees to return all Confidential Information in whatever form to the Company within 24

any other similar media or means of transmitting, storing, or archiving data outside of Company-supported systems. Upon

storage devices, floppy discs, CD’s, DVD’s, personal email accounts, online or cloud storage accounts, memory cards, zip discs, and

information via personal digital device, mobile phone, external hard drives, USB “flash” drives, USB storage devices, Fire Wire

Company’s or any Subsidiary’s premises or its control any Confidential Information including by copying or transmitting such

as required in performing Participant’s duties for the Company or any Subsidiary, Participant agrees not to remove from the

this Agreement by anyone not authorized to receive such information, Participant will notify the Company within 24 hours. Except

or disclosure of any Confidential Information. Participant further agrees that if Participant is questioned about information subject to

confidentiality agreement with the Company or any Subsidiary. Participant must at all times use best efforts to prevent publication

non-confidential basis from a source other than the Company or any Subsidiary, provided that such source is not bound by a

confidential basis before its disclosure by a member of the Company or any Subsidiary; or (iii) becomes available to Participant on a

other than as a result, in whole or in part, by Participant’s disclosure or wrongful act; (ii) was available to Participant on a non-

Information”). Confidential Information does not include any information that (i) is or becomes generally available to the public

secrets, confidential, or proprietary information relating to the Company or any Subsidiary or any of its clients (“Confidential

(c)

through any failure to exercise due care and diligence, cause any unauthorized disclosure of; any trade

any of its clients; or

(b)

use for Participant’s own purposes or for any purposes other than those of the Employer or, as appropriate,

(a)

divulge or communicate to any person;

terminates:

employed by the Employer or at any time without limit after the date on which Participant’s employment with the Employer

Exhibit A

Confidentiality. Participant must not (except in the proper performance of Participant’s duties) while

CONFIDENTIALITY AND NON-COMPETE

EXHIBIT B

10

deletion(s) or

adjudged reasonable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such

beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the Employer but would be

to be reasonable in all circumstances. It is agreed that if any such restriction by itself, or taken together, shall be adjudged to go

(d)

Each of the restrictions in Clause 2 are separate and severable restrictions and are considered by the parties

will notify Participant in writing of any changes to that list.

organizations, mergers, acquisitions, divestitures, or other material changes in the corporate structure of any Restricted Entity and

(c)

The Company may add or remove entities from the list of Restricted Entities if there are any corporate re-

suspension and the post-termination restrictions shall not exceed 12 months.

Participant’s employment during which the restrictions shall apply shall be reduced so that the aggregate of the period of the

any employment contract entered into between Participant and the Company or any Subsidiary, the period after the end of

(b)

If the Employer suspends any of Participant’s duties under any notice period or garden leave provision of

the Company to Participant’s activities or if Participant will not be in competition with the Business in carrying out those activities.

(a)

The restrictions contained in Clause 2 will not apply if Participant has received the prior written consent of

2.

Limitations and amendments. The following amendments and limitations shall apply to restrictions in Clause 2;

authorize or approve the taking of such actions by any other Person.

employed or engaged by Participant or any other Person, and Participant will not approach any such person for such purpose or

was employed during that period in a senior sales, marketing, financial, managerial, professional, or equivalent capacity to become

any person who, during the Relevant Period, was an employee, consultant, or contractor of the Company or a Subsidiary and who

(b)

During the Restricted Period, Participant will not employ or engage or otherwise solicit, entice, or induce

Restricted Area.

outside the Restricted Area, Participant’s activity is performed for the benefit of a Restricted Business located in the

“Restricted Area”). The restrictions of this Clause 2 shall likewise apply if, although Participant’s place of work is located

which the Participant had work activity for the Company or any Subsidiary in the one-year period preceding (the

the one-year period preceding, or (C) in which the Company or any Subsidiary had a work site, job site, facility, or office at

during his/her employment; (B) the Participant had a customer or service assignment for the Company or any Subsidiary in

Participant has customers or service assignments about which Participant received or obtained Confidential Information

country, territory, county, parish, borough, or equivalent thereof in which (A) the Company or a Subsidiary that employs the

to any Restricted Entity, or business which is the same as or similar to the Business. The Restricted Area means each

Participant is privy to any Confidential Information, be employed or engaged in or actively providing Participant’s services

(iii)

within the Restricted Area (as defined below) during the Restricted Period or for any period which

such inquiries have not been concluded;

Company or a Subsidiary has received inquiries for the provision of goods or services with respect to the Business where

Person. For the purposes of this restriction, the expression “customer or client” shall include all Persons from whom the

will not approach any client or customer for that purpose or authorize or approve the taking of such actions by any other

involved during that time or in respect of which Participant is in possession of Confidential Information) and Participant

client of the Company or a Subsidiary (and with whom Participant or one of Participant’s direct reports was actively

referred to as the “Restricted Business”) from any Person that at any time during the Relevant Period was a customer or

possession of Confidential Information as a result of Participant’s employment during the Relevant Period (such business

Participant was materially concerned at any time during the Relevant Period or in respect of which Participant is in

(ii)

solicit business that is of the same or similar nature as that part of the Business with which

11

at law and in equity, including recovery of specific damages.

breach or threatened breach of these covenants, but instead is in addition to all other rights and remedies available to the Company

stop or prohibit any such breach or threatened breach. Such injunctive relief is not the Company’s only or exclusive remedy for a

Company is entitled to obtain injunctive relief (without the requirement of posting a bond) from a court of competent jurisdiction to

Company determines in its sole discretion that Participant is in breach or is threatening to breach of any such provisions, the

irreparable damage that such breach would cause, with no other adequate remedy at law, Participant agrees that in the event the

Company and any Subsidiary from Participant’s breach of Clause 1 or 2 of this Agreement, and because of the immediate and

Participant from breaching or potentially breaching the Agreement. Because of the difficulty of measuring economic losses to the

but not limited to recovery of any damages caused by such breach or threatened breach, and/or taking court action to stop a

permissible to enforce this Agreement or to prevent any breach or threatened breach of Clause 1 or 2 of this Agreement, including

5.

Enforcement of Covenants. The Company may take any and all action that it determines necessary and legally

disclosures that are protected under a “whistleblower” provision of law.

prohibits the Participant from reporting possible violations of law or regulation to any governmental agency or entity or making

4.

Non-Interference with Whistleblower Rights. Nothing in this Confidentiality and Non-Compete Agreement

restrictions in Clauses 1 and 2.

3.

Consideration. Participant acknowledges that the grant of the PSUs is sufficient consideration for entering into the

Participant’s acquired skills and expertise without breaching the restrictions contained within Clause 2.

substantial and legitimate business interests, while allowing Participant to reasonably perform a business activity in line with

necessary to prevent unfair competition and protect the Company’s and its Subsidiaries’ Confidential Information, goodwill, and

are reasonable in all respects; are not oppressive; are material and substantial parts of this Agreement; and are intended and

the limitations and restrictions set forth herein, including geographical and temporal restrictions on certain competitive activities,

(e)

Participant acknowledges that Participant voluntarily agreed to the covenants set forth in Clause 2, and that

Agreement or any other portion of this Agreement that would otherwise be enforceable.

modified and would otherwise be unenforceable, then such restriction may be stricken from this Agreement without nullifying this

reduction(s) as may be necessary to make it or them valid and effective. To the extent that any of the restrictions may not be so

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retirement benefits, or similar payments.

limitation, calculating severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or

(g)

The PSUs are not part of normal or expected compensation or salary for any purpose, including, without

directorship, consultancy or employment contract or relationship.

(f)

The value of the PSUs is an extraordinary item of compensation that is outside of the scope any

(e)

Participation in the Plan is voluntary.

discretion of the Administrator.

under the Plan shall be granted and the terms thereof, including the time or times when any PSUs may vest, will be at the sole

(d)

All determinations with respect to any future awards, including, but not limited to, the times when awards

repeatedly in the past.

contractual or other right to receive PSUs or benefits in lieu of PSUs in the future, even if a Participant has have received PSUs

(c)

The grant of the PSUs under the Plan is voluntary and occasional and does not give Participant any

cancel or terminate the Plan at any time.

(b)

The Plan is discretionary in nature and that, subject to the terms of the Plan, the Company can amend,

AGREEMENT BETWEEN A PARTICIPANT AND THE COMPANY OR ANY SUBSIDIARY.

AMEND OR MODIFY THE TERMS OF ANY CONSULTANCY, DIRECTORSHIP, EMPLOYMENT OR OTHER SERVICE

EFFECT A TERMINATION OF SERVICES AT ANY TIME, AND FOR ANY REASON, NOR SHALL IT BE CONSTRUED TO

ALL, AND WILL NOT INTERFERE IN ANY WAY WITH THE RIGHT OF THE COMPANY OR ANY SUBSIDIARY TO

CONTINUED ENGAGEMENT AS A DIRECTOR OR EMPLOYEE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT

HEREUNDER AND THE VESTING SCHEDULE DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF

DATE, OTHER THAN AS SPECIFICALLY PROVIDED IN THE AGREEMENT. THE TRANSACTIONS CONTEMPLATED

OR EMPLOYEE (AS APPLICABLE) OF THE COMPANY OR A SUBSIDIARY THROUGH THE APPLICABLE VESTING

PURSUANT TO THE VESTING SCHEDULE WILL OCCUR ONLY IF THE PARTICIPANT CONTINUES AS A DIRECTOR,

(a)

No Guarantee of Continued Service. THE VESTING OF THE PERFORMANCE SHARE UNITS

By acceptance of the Award, the Participant acknowledges and agrees that:

Schedule A

GLOBAL PROVISIONS APPLICABLE TO ALL PARTICIPANTS

country of residence may apply to Awards.

Participants are advised to seek appropriate professional advice as to how the relevant exchange control and tax laws in the

such term in the Plan or the Agreement, as applicable.

and conditions shall prevail. Any capitalized term used in this Schedule A without definition shall have the meaning ascribed to

and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms

countries identified below. These terms and conditions are in addition to those set forth in the Agreement, unless otherwise noted,

Company outside the United States, and (ii) additional terms applicable to Participants providing services to the Company in the

This Schedule A includes (i) additional terms and conditions applicable to all Participants providing services to the

COUNTRY SCHEDULE

PERFORMANCE STOCK UNIT AWARD AGREEMENT

TO TECHNIPFMC PLC INCENTIVE AWARD PLAN

SCHEDULE A

13

securities law purposes.

granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Argentina for tax, labour or

The provisions of this Country Schedule for Argentina provide additional definitions and conditions for the purpose of

ARGENTINA

IDENTIFIED COUNTRIES

I.

COUNTRY SPECIFIC PROVISIONS APPLICABLE TO PARTICIPANTS WHO PROVIDE SERVICES IN THE

such Participant understands and agrees that the provisions for such country apply and are incorporated into the Agreement.

(q)

To the extent the Participant is providing services in a country identified in Section II of this Schedule A,

discretion to determine when the Participant is no longer actively providing services for purposes of the PSUs.

Laws (including, but not limited to statutory law, regulatory law and/or common law); the Company shall have the exclusive

longer actively providing services, regardless of any notice period or period of pay in lieu of such notice required under Applicable

effective date of the Participant’s Termination of Services (whether or not in breach of local labor laws), or (2) the date he/she is no

(p)

The Participant’s right to vest in the PSUs will terminate effective as of the date that is the earlier of (1) the

requirement for the Company to provide these documents in any other language.

and the PSUs, including, without limitation, this Agreement and this Schedule A, which were provided in English, and waives any

take precedence. By acceptance of the PSUs, the Participant confirms having read and understood the documents relating to the Plan

language other than English, and if the translated version is different from the English version, the English language version will

(o)

If this Agreement, the Plan, any website or any other document related to the PSUs is translated into a

U.S. brokerage account.

exchange of U.S. dollars into or from local currency, the transfer of funds to or from the United States, and the opening and use of a

ownership and possible sale of any Shares issued upon settlement of the PSUs, including, but not limited to, tax reporting, the

(n)

The Participant shall be responsible for legal compliance requirements relating to the PSUs or the

limitation, reporting or repatriation requirements.

applicable to the PSUs and the sale of Shares issued upon settlement of the PSUs and any resulting funds including, without

(m)

It shall be the Participant’s responsibility to comply with any and all exchange control requirements

upon settlement of the PSUs.

currency exchange rates in connection with this Award, including without limitation in connection with the sale of any Shares issued

(l)

The Participant shall bear any and all risk associated with the exchange of currency and the fluctuation of

the Plan, the receipt of the PSUs or the acquisition or sale of Shares upon receipt of PSUs.

the Plan. Neither the Company nor any Subsidiary is making, nor have they made any recommendations relating to participation in

tax, legal or financial advice with respect to the PSUs, the Shares issuable upon vesting of PSUs, this Agreement, this Schedule A or

(k)

Neither the Company nor any Subsidiary has provided, nor will they provide, any Participant with specific

the PSUs or any portion thereof.

(j)

No claim or entitlement to compensation or damages arises from the expiration, termination or forfeiture of

predicted with any certainty.

(i)

The future value of the Shares that may be issued upon vesting of the PSUs is unknown and cannot be

otherwise explicitly provided in this Agreement as may be modified by this Schedule A and/or the Plan.

(h)

The PSUs shall expire, terminate and be forfeited upon Termination of Services for any reason, except as

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with any stock market investment. It is

the risk factors that could affect the performance of the Company. The Participant should be aware that there are risks associated

In considering the PSUs and the Shares that the Participant will hold on vesting of the PSUs, the Participant should consider

objectives, financial situation and needs.

Company in relation to the PSUs or the Shares does not constitute financial advice and does not take into account the Participant’s

12.

Financial Advice. The Plan and this Agreement do not constitute financial advice. Any advice given by the

11.

Award Plan. A copy of the Plan is attached to this Agreement.

participate in the Plan is made under Division 1A of Part 7.12 of the Corporations Act 2001 (Cth).

10.

Corporations Act. Any offer to a Participant who is resident in Australia for tax, labour or securities law purposes to

securities law purposes.

granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Australia for tax, labour or

The provisions of this Country Schedule for Australia provide additional definitions and conditions for the purpose of

AUSTRALIA

Purposes.

9.

Data Privacy. By entering into the Agreement, Participant consents to the transfer of Data by Company for the

employee was formally requested by the employer to start proceedings to obtain the retirement benefit.

Participant reaches the age of 70 and has been granted the retirement benefit by the Social Security Authority or after one year the

8.

“Retirement” in Argentina means termination of the Participant’s employment on or after the date that the

Argentinean Law and the law of the State of Delaware, then Argentinean law will prevail.

7.

Governing Law. This Agreement will be governed by Argentinean law. In case of any discrepancy between

Additionally, any liability outside of Argentina should be reported to the Central Bank on a quarterly basis.

6.

The affidavit will be mandatory since FY 2020 only if the added value of the assets exceeds USD 50M.

added value of such assets is equivalent or exceeds USD 1M (application for the FY 2017 to FY 2019).

submit an annual affidavit of assets and rights outside of Argentina to the Central Bank. This affidavit will be mandatory if the

5.

Information to the Central Bank. If the participant is a resident or is domiciled in Argentina, he will be required to

considered for the purposes of determining any severance payment or compensation otherwise due.

issued pursuant to vesting of the PSUs are not part of the Participant’s ordinary or expected remuneration and shall not be

to grant the PSUs under the Plan. Consequently, the PSUs are granted on the assumption and condition that PSUs and the Shares

4.

No Entitlement for Claims or Compensation. The Company has unilaterally, gratuitously and discretionally decided

Administrator.

3.

“Participant” in Argentina shall be restricted to Employees or Non-Employee Directors, as determined by the

Argentinean law.

the definitions of Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement shall be in accordance with

2.

Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement. For the avoidance of doubt,

treatment.

shall be exercised reasonably as defined under Argentinean law in compliance with the principles of non-discriminatory equal

1.

Discretion. All discretionary authority granted under the Plan, including the interpretation of the documentation,

15

employed for purposes of Participant’s PSUs.

leave” or notice period). The Administrator shall have the exclusive discretion to determine when Participant is no longer actively

extended by any notice period mandated under applicable local laws (e.g., active employment would not include a period of “garden

PSUs under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be

event of termination of Participant’s employment (whether or not in breach of local labor laws), Participant’s rights to unvested

15.

Acknowledgment of Nature of Plan and PSUs. In accepting this Agreement, Participant acknowledges that in the

securities law purposes.

granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Brazil for tax, labour or

The provisions of this Country Schedule for Brazil provide additional definitions and conditions for the purpose of

BRAZIL

report. If there is no Australian bank involved in the transfer, the Participant will be required to file the report.

and international fund transfers coming into or going out of Australia. The Australian bank assisting with the transaction will file the

14.

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding A$10,000

http://www.rba.gov.au/statistics/frequency/exchange-rates.html.

exchange rate or for an approximate exchange rate published by the Reserve Bank of Australia you can follow this link:

value of USD $1 on the NYSE, its equivalent value will be AUD $1.50. Please contact your bank for the prevailing USD: AUD

USD : AUD or EUR: AUD exchange rate (as relevant). For example, if the exchange rate is 1 USD : 1.5 AUD, and one Share has a

To determine the market value of a Share in Australian Dollars (“AUD”), the Participant will need to apply the prevailing

searching for “TechnipFMC” or “FTI”; or

•

in United States Dollars (“USD”) on the New York Stock Exchange website (https://www.nyse.com/index) and

•

the Company’s website (http://www.technipfmc.com/en/);

The Participant can ascertain the market price of a Share in the Company from time to time by visiting either:

not be required to pay any amount for the payment of earned PSUs.

or the payment of cash of an amount equal to the Fair Market Value of those shares (or a combination of both). The Participant will

accordance with the vesting schedule outlined above in accordance with the terms of the Plan by delivery of Shares in the Company

13.

How to Calculate Values in Australian Dollars. The Participant may be paid earned PSUs which have vested in

acquire Shares.

accountant, financial adviser or other independent professional adviser before deciding whether to accept the offer of PSUs or to

and particular needs (including financial and tax issues) and seek professional guidance from Participant’s stockbroker, solicitor,

The Participant should carefully consider these risks in light of the Participant’s investment objectives, financial situation

the Participant will be unable to realize the Participant’s investment.

will be an ongoing liquid market for the Shares, accordingly there is a risk that, should the market for the Shares become illiquid,

the Shares in the Company. Further, there is no guarantee that the Company’s Shares will trade at a particular volume or that there

might be unrelated to the operating performance of the relevant company. Such factors might adversely affect the market price of

conditions which are specific to a particular industry. In addition, share prices of many companies are affected by factors which

rates and inflation rates, the announcement of new technologies and variations in general market conditions and/or market

international economic conditions and outlook, changes in government fiscal, monetary and regulatory policies, changes in interest

important to recognize that stock prices and dividends might fall or rise. Factors affecting the market price include domestic and

16

may be necessary to accomplish the foregoing.

laws or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that

acquired upon vesting of this PSU, to the extent the Company determines it is necessary or advisable in order to comply with local

22.

Further Requirements. The Company reserves the right to impose other requirements on this PSU and the Shares

convention.

documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement a la présente

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention (“Agreement”), ainsi que de tous

proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal

(a) French Language Provision. The following provisions will apply if Participant is a resident of Quebec:

21.

Special Provisions for Participants in Quebec.

occur immediately following the minimum prescribed period under that legislation.

applicable employment or labour standards legislation (if such legislation is applicable), Termination of Service will be deemed to

under applicable local law, including common law; provided, however, that where any greater period is expressly required by

affiliates. Such date shall not be extended by any notice of termination period or payment in lieu of notice required to be provided

Termination of Service on the date when Participant is no longer providing active services to the Company and its Subsidiaries and

20.

Termination of Service. For the purposes of this Agreement, Participant will be deemed to have experienced a

securities law purposes.

granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Canada for tax, labour or

The provisions of this Country Schedule for Canada provide additional definitions and conditions for the purpose of

CANADA

responsible for the remittance.

Participant’s participation in the Plan, and present additional supporting documents required by the Brazilian financial institution

contracts, provide to the Brazilian financial institution the Participant’s personal information and information related to the

Brazilian financial institution responsible for the remittance, including, but not limited to, powers to sign foreign exchange

powers to perform any and all acts necessary for the contracting and formalization of the foreign exchange transactions with the

transactions, in accepting this Agreement, each Participant appoints the relevant Employer as his or her representative with special

Brazilian financial institution authorized to operate in the foreign exchange market. For the purposes of such foreign exchange

19.

Remittances. Any remittances from or to Brazil in connection with the Plan can only be carried out by means of a

Brazil.

of any public communication services. The Shares deliverable upon settlement of the PSUs under the Plan are not negotiable in

this Agreement are only addressed to the Participant and other selected Employees and have not been offered or solicited by means

18.

Securities Restrictions. Awards granted under the Plan do not constitute a public offer of the Shares. The Plan and

any claw-back policy adopted to comply with the requirements of Applicable Law.

being subject to the provisions of any forfeiture and claw-back policy implemented by the Company, including, without limitation,

17.

Acknowledgment of Forfeiture and Claw-Back Provisions. In accepting this Agreement, Participant acknowledges

be changed annually.

assets and rights is equal to or greater than the applicable statutory threshold from time to time. Please note that the threshold may

submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such

16.

Exchange Control Information. If Participant is a resident or domiciled in Brazil, Participant will be required to

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vacation

vested, are not and will not be a part of the Participant’s salary and consequently will not be taken into account when calculating

Company may provide, so long as the Employee is eligible to such extralegal benefit, and do not constitute salary. The PSUs, if

28.

PSUs not Part of Salary. Participant acknowledges and agrees that the PSUs are an extralegal benefit that the

Agreement.

(specifically foreign exchange and tax regulations) applicable to any transaction or investment consummated in connection with this

third party or addressed to the public at large in Colombia. The Participant acknowledges the Colombian laws and regulations

This Agreement is for the sole and exclusive use of the Participant and cannot be understood as addressed for the use of any

considered a private placement and is directed to less than 100 Participants.

Registry of Securities and Issuers (Registro Nacional de Valores y Emisores) or on any Colombian stock exchange, as this offer is

Participant acknowledges that the PSUs will not be registered nor will a prospectus be filed before the Colombian National

2555 of 2010, as amended from time to time.

circumstances which do not constitute a public offer of securities in Colombia within the meaning of article 6.1.1.1.1 of Decree

PSUs under the Plan, if any, have not and will not be offered, sold or distributed in Colombia or to Colombian residents except in

27.

Government Regulation. In accepting the PSUs, Participant acknowledges that the Participant’s rights to vest the

securities law purposes.

granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Columbia for tax, labour or

The provisions of this Country Schedule for Columbia provide additional definitions and conditions for the purpose of

COLOMBIA

than five (5) days before the date on which the tax amounts must otherwise be withheld).

provided with an opportunity to satisfy the relevant tax amounts by tendering a cash payment (such payment to be received not later

entitlement under Section 3 of the Agreement (or any substantially equivalent provision) shall only apply after Participant has been

26.

Withholding Obligations. Notwithstanding any other provision of the Agreement or Plan, the Company’s

written information about the Employer’s policies and practices with respect to such service providers and affiliates outside Canada.

personal information by the Employer’s service providers and affiliates outside Canada (including the Company) or to obtain

also contact them with any questions or complaints, including any questions about the collection, use, disclosure or storage of

Data and/or to rectify any such Data, subject to certain required or permitted exceptions under Applicable Law. Participants may

following contact details: + 1 403 781 3267 and +1 709 724 1858. Canadian Participants may contact them to request access to their

and the Manager, Human Resources & Administration for TechnipFMC Canada Ltd. who can be respectively reached at the

with applicable privacy and data protection laws in Canada are the Senior Human Resources Manager for TechnipFMC Canada Ltd.

employees. The persons designated to be responsible for ensuring that the Employer and/or the Company, as applicable, complies

Participants’ Data will be kept at St. John’s, Newfoundland and Calgary, Alberta and accessible to limited People and Culture

disclosure of his/her Data by the Employer and the Company (and each of their service providers) for the Purposes. Canadian

25.

Data Privacy. Pursuant to Section 20 of the Agreement, Participant hereby consents to the collection, use and

Shares acquired pursuant to the Plan through the facilities of the stock exchange(s) on which the shares are listed at that time.

24.

Canadian Securities Law Compliance. Participant acknowledges that he/she shall only be permitted to sell any

of duty that is not trivial and has not been condoned by the Employer.

Participants employed in the Province of Ontario, “Detrimental Activity” means wilful misconduct, disobedience or wilful neglect

with the Company or its Subsidiaries without notice or other obligation under Applicable Law; provided, however, that for

shall be expanded to include any act or omission constituting cause for termination of the Participant’s employment or relationship

23.

Detrimental Activity. For the purposes of this Agreement, the definition of “Detrimental Activity” in paragraph 23

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34.

Confidentiality and Non-Compete Agreement – Exhibit B.

by either party, at a time the Participant is entitled to benefit from full pension rights (retraite à taux plein).

(c)

“Retirement” means termination of the Participant’s employment contract and/or corporate officer position,

occurrence of the item or items listed therein result from a shareholder decision.

shall be the same as that set forth in the Agreement, adapted mutatis mutandis to a corporate officer, subject to the condition that the

by French law (motif économique de licenciement). For corporate officers (mandataires sociaux), the definition of “Good Reason”

(b)

“Good Reason” means, for an Employee, termination for alleged economic reasons for dismissal as defined

forth in Article L. 341-4 of the French Social Security Code.

(a)

“Disability” means: Participant’s inability corresponding to the 2 or 3 category among the categories set

nd

rd

33.

Definitions. For all purposes of this Agreement and the Plan the following defined terms shall apply:

issue directives for the purposes of deciding what should happen to his or her Data after his or her death.

32.

Data Privacy. In addition to the rights mentioned in Section 17 of the Agreement, the Participant also has a right to

personal income tax and social security treatment.

made only in accordance with the Plan and the Agreement, in which cases the PSUs may no longer qualify for specific French

in Control as set forth in Section 2.11 of the Plan, adjustments to the terms and conditions of the PSUs or underlying Shares may be

31.

Change in Control. Notwithstanding Section 3 of the Agreement, in the event of a corporate transaction or a Change

on the PSUs.

30.

Dividend Equivalents. Prior to the Vesting Date, the Participant will not be entitled to receive Dividend Equivalents

below) prior to the Vesting Date, the Participant will retain the right to receive vested PSUs on the Vesting Date.

will vest and be immediately transferable as of the date of such Disability. In the event of Participant’s Retirement (as defined

Participant’s date of death. In the event of the Participant’s Disability (as defined below) prior to the Vesting Date, all of the PSUs

vest immediately and the underlying Shares shall be issued to his or her heirs, at their request made within 6 months following the

29.

Death, Disability or Retirement. In the event of Participant’s death prior to the Vesting Date, all of the PSUs will

Participants resident in France are subject to the additional following conditions:

Notwithstanding any other provisions of the Plan and the Sub-Plan, PSUs granted under this Country Schedule France to

sociaux) who are resident in France for French tax purposes.

et seq. of the French Commercial Code (Code de Commerce), for qualifying Employees and corporate officers (mandataires

treatment in France applicable to shares granted for no consideration under Articles L. 225-197-1 to L. 225-197-5 and L. 22-10-59

performance stock units (the “PSUs”) which are intended to qualify for specific French personal income tax and social security

The provisions of this Country Schedule France provide additional definitions and conditions for the purpose of granting

FRANCE

reiterates his agreement on the non-salary nature of the PSUs based on the prerogative granted by Article 15 Law 50, 1990.

entitlements, fringe benefits, indemnities, social security contributions, payroll taxes or any other labor obligations. The Participant

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(a)

de divulguer ou de communiquer à toute personne;

ou mandat :

durée de son contrat de travail ou de son mandat social avec l’Employeur ainsi qu’à tout moment après la cessation dudit contrat

1.

Confidentialité. Le Participant s’interdit (sauf dans le cadre de la bonne exécution de ses fonctions) pendant la

CONFIDENTIALITE ET NON-CONCURRENCE

Traduction française de la Clause de Confidentialité et de Non-Concurrence – Exhibit B.1.

French translation of the Confidentiality and Non-Compete – Exhibit B.1.

la traduction française, la traduction française prévaudra.

Une traduction française de l’Exhibit B figure ci-après (l’« Exhibit B.1 »). En cas de divergence entre la version anglaise et

and the French translation, the French translation shall prevail.

A French translation of Exhibit B is enclosed below (“Exhibit B.1”). In case of discrepancy between the English version

pourra également être effectuée dans le cadre d’un accord de rupture amiable, le cas échéant.

suivant la notification de la rupture du contrat de travail ou du mandat social par l’Employeur ou le Participant. Cette renonciation

Participant par écrit au plus tard 15 jours (ou tout délai plus court prévu par une convention collective s’imposant à l’Employeur)

et discrétionnaire de renoncer au(x) engagement(s) contenu(s) dans les clauses 2(a)(i), (ii) et/ou (iii) en notifiant cette décision au

L’Employeur (défini comme la société TechnipFMC plc ou toute société affiliée, selon le cas) se réserve le droit unilatéral

delivered by the Participant to its employer, or vice versa, or by agreeing so in a mutual termination agreement, if applicable.

collective bargaining agreement mandatorily applicable to the Employer) after notice of termination of employment has been

(i), (ii) and/or (iii) by notifying such decision to the Participant in writing at the latest 15 days (or such earlier date as provided by a

(c)

The Employer has the unilateral and discretionary right to waive the covenant(s) contained in Clauses 2(a)

remplacé par le suivant : France, Royaume-Uni de Grande-Bretagne et d’Irlande du Nord, Norvège et État du Texas (États-Unis).

Le périmètre de la Zone Géographique prévu à l’article 2(a)(iii) de la Clause de Confidentialité et de Non Concurrence est

instead be defined as: France, the United Kingdom of Great Britain and Northern Ireland, Norway and the State of Texas (U.S.A.).

(b)

The Restricted Area as defined in Clause 2(a)(iii) of the Confidentiality and Non-Compete Agreement shall

période d’emploi ainsi que pour une durée de dix ans suivant la rupture du contrat de travail ou de la cessation du mandat social.

L’obligation figurant à l’article 1 de la Clause de Confidentialité et de Non-Concurrence s’applique pendant toute la

employment and for only a period of ten years following termination of employment.

(a)

The covenant contained in Clause 1 of the Confidentiality and Non-Compete Agreement applies during

Clause de Confidentialité et de Non-Concurrence et à celles de la traduction française de celle-ci figurant à l’Exhibit B.1.

Il est précisé que les dispositions spécifiques figurant aux paragraphes (a) à (c) ci-après dérogent aux dispositions de la

Compete supersede the Confidentiality and Non-Compete and its French translation in Exhibit B.1.

For the avoidance of doubt, the specific provisions in paragraphs (a) through (c) below to the Confidentiality and Non-

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laquelle le Participant exerçait une partie significative de sa mission à tout

(ii)

solliciter des affaires qui sont de même nature ou de nature semblable à la partie de l’Activité pour

n’autorisera ou n’approuvera la prise de telles initiatives par toute autre Personne;

fournisseur et la Société ou l’une de ses Filiales. Le Participant ne s’adressera à aucun fournisseur à une quelconque de ces fins, ni

période ou à l’égard duquel le Participant détient des Informations Confidentielles) à réduire le niveau d’activité entre le

ou de l’une de ses Filiales (et avec lequel le Participant ou l’un de ses subordonnés directs, a été activement impliqué durant cette

année d’emploi ou de mandat du Participant au sein de l’Employeur (la « Période Considérée »), était un fournisseur de la Société

(i)

solliciter, inciter, persuader toute Personne, qui, à un quelconque moment au cours de la dernière

Entreprise Concurrente ») de :

Schlumberger Ltd., Subsea 7 S.A., Weatherford International plc, ainsi que leurs sociétés affiliées et toute entité leur succédant (l’«

Baker Hughes Company, Halliburton Company, McDermott International Inc., National Oilwell Varco Inc., Saipem S.p.A.,

connexes dans le domaine du pétrole, du gaz et des produits pétrochimiques (l’« Activité »), et notamment, sans y être limitée :

personne physique ou morale (chacune, une « Personne »), ayant des activités de génie civil, de construction et de services

suivant le départ effectif de l’entreprise (la « Période de Restriction »), ne pas, directement ou indirectement par l’entremise d’une

(a)

au cours de l’exécution de son contrat de travail ou de son mandat social et pendant une durée de 12 mois

Informations Confidentielles. Par conséquent, sous réserve des modalités de l’article 3, le Participant s’engage à :

relations importantes, de la Société et de ses Filiales. A ce titre, la Société confiera au Participant son goodwill ainsi que des

potentiels, investisseurs, prestataires de services, fournisseurs de biens ou de services, partenaires commerciaux et à d’autres

activités actuelles et envisagées de la Société et de ses Filiales. En outre, il est susceptible d’être présenté à des clients actuels ou

avoir accès et continue d’avoir accès à des Informations Confidentielles ainsi qu’à d’autres connaissances exclusives relatives aux

2.

Restrictions. Dans le cadre de l’exécution de son contrat de travail ou de son mandat social, le Participant a pu

restituer toute Information Confidentielle, sous quelque forme que ce soit, à la Société dans un délai de 24 heures.

des systèmes autorisés par la Société. En cas de cessation du contrat de travail ou du mandat social, le Participant s’engage à

mémoire, de disques zip ou tout autre support ou moyen similaire permettant de transmettre, stocker ou archiver des données hors

Wire, de disquettes, de CD ou DVD, de comptes de messagerie personnels, de comptes de stockage en ligne ou cloud, de cartes

mobile, de disques durs externes, de lecteurs « flash » USB, de périphériques de stockage USB, de périphériques de stockage Fire

notamment en copiant ou en transmettant ces renseignements au moyen d’un appareil électronique personnel, d’un téléphone

extraire des locaux de la Société ou de l’une de ses Filiales ou soustraire à leur contrôle, toute Information Confidentielle,

nécessaire pour l’exécution des fonctions du Participant pour la Société ou l’une de ses Filiales, le Participant s’engage à ne pas

personne non autorisée à recevoir de telles informations, à en informer la Société par écrit dans les 24 heures. Sauf si cela est

Participant s’engage en outre, s’il venait à être interrogé au sujet d’informations faisant l’objet du présent Accord, par toute

moment, faire ses meilleurs efforts pour empêcher la publication ou la divulgation de toute Information Confidentielle. Le

cette source ne soit pas liée à la Société ou l’une de ses Filiales par un engagement de confidentialité. Le Participant doit, à tout

Participant sous une forme non confidentielle à partir d’une source autre que la Société ou l’une de ses Filiales, à condition que

confidentielle avant leur divulgation par un membre de la Société ou de l’une de ses Filiales; ou (iii) deviennent accessibles au

en partie, de la divulgation ou d’un acte fautif du Participant; (ii) étaient accessibles au Participant sous une forme non

Confidentielles, les informations qui (i) sont ou deviennent généralement accessibles au public autrement qu’en raison, en tout ou

après une « Filiale ») ou de l’un de ses clients (« Information Confidentielle »). Ne sont pas considérées comme des Informations

tout secret d’affaires, information confidentielle ou exclusive de la Société, de l’une de ses filiales directes ou indirectes (ci-

(c)

de causer, par négligence, la divulgation non autorisée de:

d’un de ses clients; ou

(b)

d’utiliser à des fins personnelles ou à des fins étrangères à celles de l’Employeur ou, le cas échéant, celles

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la ou les suppression(s) ou réduction(s) nécessaire(s) pour rendre la ou les

excessives si l’une ou plusieurs de leurs stipulations étaient supprimées, la ou les restriction(s) pertinente(s) s’appliquerai(en)t avec

être considérées comme excessives pour la protection des intérêts légitimes de l’Employeur mais seraient considérées comme non-

parties comme étant proportionnées en toutes circonstances. Il est convenu que si l’une ou plusieurs de ces restrictions, devaient

(d)

Chacune des restrictions énoncées à l’article 2 est distincte et indépendante. Elles sont considérées par les

d’une Entreprise Concurrente et avisera par écrit le Participant de toute modification apportée à cette liste, le cas échéant.

réorganisation, de fusion, d’acquisition, de cession ou de tout autre changement important dans la structure organisationnelle

(c)

La Société peut ajouter ou retirer des entreprises de la liste des Entreprises Concurrentes en cas de

point de départ de la Période de Restriction sera fixé au dernier jour de travail effectif du Participant pour l’Employeur.

(b)

Au cas où l’Employeur dispenserait le Participant de l’exécution d’un éventuel préavis de fin de contrat, le

concurrentes de l’Activité de la Société.

écrite et préalable de la Société pour exercer ses activités ou lorsque les activités exercées par le Participant ne sont pas

(a)

Les restrictions prévues à l’article 2 ne s’appliquent pas lorsque le Participant a reçu une autorisation

l’article 2;

3.

Limitations et modifications. Les modifications et limitations suivantes s’appliquent aux restrictions prévues à

de telles initiatives par toute autre Personne.

Personne. Le Participant ne s’adressera à aucune personne à une quelconque de ces fins, ni n’autorisera ou n’approuvera la prise

de la finance, de la gestion, ou des fonctions équivalentes, afin d’être embauché ou employé par le Participant ou par toute autre

ses Filiales et qui exerçait pendant la Période Concernée des fonctions d’encadrement dans les domaines de la vente, du marketing,

personne qui, au cours de la Période Concernée, était un salarié, mandataire, consultant ou prestataire de la Société ou de l’une de

(b)

Pendant la Période de Restriction, ne pas employer, embaucher, solliciter, inciter ou persuader toute

du Participant est situé en dehors de la Zone Géographique Prohibée.

Participant exercée au profit d’une Entreprise Concurrente située dans la Zone Géographique Prohibée même si le lieu de travail

précédente (la « Zone Géographique Prohibée »). Les restrictions du présent article 2 s’appliquent également à l’activité du

un bureau où le Participant a pu exercer une activité professionnelle pour la Société ou l’une de ses Filiales au cours de l’année

l’année précédente, ou (C) dans laquelle la Société ou l’une de ses Filiales avait un lieu de travail, un chantier, un établissement ou

mandat; (B) le Participant s’est vu affecter un client ou une mission de service pour la Société ou l’une de ses Filiales au cours de

des services, pour lesquels le Participant a reçu ou obtenu des Informations Confidentielles au cours de sa période d’emploi ou de

arrondissements ou équivalent dans lesquels (A) la Société ou l’une de ses Filiales employant le Participant, a des clients ou fournit

d’Informations Confidentielles. La Zone Géographique Prohibée désigne tous les pays, territoires, comtés, paroisses,

que définie ci-dessous) pendant la Période de Restriction ou pour toute période au cours de laquelle le Participant a connaissance

toute entreprise ayant une activité identique ou similaire à l’Activité, située à l’intérieur de la Zone Géographique Prohibée (telle

(iii)

être employé, embauché ou fournir activement ses services à toute Entreprise Concurrente ou à

la fourniture de biens ou de services relatives à l’Activité, même lorsque ces demandes n’ont pas été concluantes;

terme « client » comprend toutes les Personnes dont la Société ou l’une de ses Filiales a reçu des demandes de renseignements pour

fins, ni n’autorisera ou n’approuvera la prise de telles initiatives par toute autre Personne. Aux fins de la présente restriction, le

le Participant détient des Informations Confidentielles). Le Participant ne s’adressera à aucun fournisseur à une quelconque de ces

(et avec lequel le Participant ou l’un de ses subordonnés directs, a été activement impliqué durant cette période ou à l’égard duquel

») de toute Personne qui, à un moment donné pendant la Période Concernée était un client de la Société ou de l’une de ses Filiales

emploi ou mandat pendant la Période Considérée (l’une quelconque de ces activités étant définie comme l’« Activité Concurrente

moment au cours de la Période Concernée ou pour laquelle le Participant détient des Informations Confidentielles en raison de son

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notify the Participant of the amount of tax, if any, which must be withheld by the Company or the German

Participant as required by German law. Whenever the PSUs are settled, the Company or the German Employer of Participant shall

regard also Participants portions, and any mandatory withholding or required actions shall be made by the German Employer of

8.

Tax Withholding. For the avoidance of doubt, taxes always include German social security contributions, and in this

(Diskriminierungsverbot).

principle of equal treatment (arbeitsrechtlicher Gleichbehandlungsgrundsatz) and the prohibition of discrimination

reasonably (nach billigem Ermessen) as defined under German law and (b) in a way complying with the German labour law

Agreement and this Country Schedule Germany, including the interpretation of such documentation, shall be exercised (a)

7.

Discretion. The Company’s, Board of Directors’, Committee’s and Administrator’s discretion under the Plan, the

granting PSUs to Employees and corporate officers who are resident in Germany for tax, labour or securities law purposes.

The provisions of this Country Schedule Germany provide additional definitions and conditions for the purpose of

GERMANY

d’une indemnisation spécifique.

engagements, mais s’ajoute à tous les autres droits et recours dont la Société dispose en droit et en équité, en ce compris l’obtention

violation. Une telle injonction ne constitue pas le seul recours de la Société en cas de violation ou de menace de violation de ces

déposer une caution) de la juridiction compétente en vue de mettre un terme ou d’interdire une telle violation ou un tel risque de

viole ou risque de violer l’une quelconque de ces dispositions, la Société est en droit d’obtenir une injonction (sans obligation de

recours juridique adéquat, le Participant convient que dans le cas où la Société considère à sa seule discrétion que le Participant

par le Participant, et en raison du dommage immédiat et irréparable qu’une telle violation serait susceptible de causer, sans autre

d’évaluer le préjudice économique subies par la Société et ses Filiales résultant de la violation des articles 1 et 2 du présent accord

violation ou un tel risque de violation de la présente Clause de Confidentialité et de Non-Concurrence. En raison de la difficulté

violation ou d’un tel risque de violation, et/ou l’engagement de toute action judiciaire en vue de mettre un terme à une telle

risque de violation des articles 1 et 2 du présent accord, notamment en vue de l’indemnisation de tout préjudice résultant d’une telle

juridiquement permise afin de faire respecter les engagements pris au titre du présent accord ou de prévenir toute violation ou

6.

Exécution forcée des engagements. La Société pourra engager toute action qu’ellel estime nécessaire et

relatives à la protection des lanceurs d’alerte.

organisme ou autorité gouvernementale ou administrative et/ou de faire des révélations conformément aux dispositions législatives

de Non-Concurrence n’interdit au Participant de signaler d’éventuelles violations de la loi ou de la réglementation à tout

5.

Non-interférence avec les droits du lanceur d’alerte. Aucune disposition de la présente Clause de Confidentialité et

prévues aux articles 1 et 2.

4.

Contrepartie. Le Participant reconnaît que l’octroi de PSUs constitue une contrepartie suffisante aux restrictions

acquises par lui sans enfreindre les restrictions prévues à l’article 2.

permettant au Participant d’exercer raisonnablement une activité professionnelle correspondant aux compétences et à l’expertise

Informations Confidentielles, le goodwill et intérêts commerciaux importants et légitimes de la Société et de ses Filiales, tout en

présent accord; qu’elles ont pour objectif et sont nécessaires pour prévenir tout acte de concurrence déloyale, protéger les

activités concurrentes, sont proportionnés à tous égards et non excessives; qu’elles constituent une condition déterminante du

limitations et restrictions énoncées aux présentes, notamment les restrictions dans l’espace et dans le temps à l’égard de certaines

(e)

Le Participant reconnaît qu’il a volontairement accepté les engagements énoncés à l’article 2 et que les

disposition du présent accord.

considérée inapplicable, elle pourrait être réputée non écrite sans porter atteinte à la validité ou l’effectivité de toute autre

restriction(s) pertinente(s) valable(s) et effective(s). Dans le cas où l’une ou l’autre des restrictions ne pouvait être modifiée et était

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labor and employment laws.

retirement benefits, overtime, leave pay, social welfare contributions, or any other payment or benefit under any applicable Indian

resignation, redundancy, end of service payments, gratuity, retrenchment compensation, bonuses, long-service awards, pension or

wages, allowances or emoluments of the Participants, for any purpose, including, without limitation, calculating severance,

1.

PSUs Not Part Of Compensation. The PSUs are not part of normal or expected compensation, remuneration, salary,

securities law purposes.

granting PSUs which are intended to be granted to Employees and corporate officers who are resident in India for tax, labour or

The provisions of this Country Schedule for India provide additional definitions and conditions for the purpose of

INDIA

to retire under the terms of his or her employment agreement with the Ghana Employer.

(b)

“Retirement” means the termination of Participant’s employment on or after the date Participant is eligible

under federal or state law.

(a)

“Detrimental Activity” means the Participant’s having been convicted of, or pleading guilty to a felony

shall apply:

13.

Definitions. For all purposes of this Agreement and the Plan the following defined terms have been amended and

is the amount that an independent, reasonable person would pay on the open market to receive the Shares.

12.

Withholding. Whenever the PSUs vest, the Participant is liable to tax on it at the market value of the Shares which

PSUs which are intended to be granted to Participants in Ghana for privacy, tax or labour law purposes.

The provisions of this Country Schedule for Ghana provide additional definitions and conditions for the purpose of granting

GHANA

Officer at privacy@TechnipFMC.com.

11.

Data Privacy. For any further request regarding data privacy, Participant may contact the German Data Protection

law and its interpretation.

the definitions of Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement shall be subject to German

10.

Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement. For the avoidance of doubt,

Participant must report on an annual basis if the Participant holds Shares that exceed 10% of the total voting capital of the Company.

report any receivables, payables, or debts in foreign currency exceeding an amount of €5,000,000 on a monthly basis. Finally, a

with the sale of Shares acquired under the Plan, the bank will make the report for the Participant. In addition, a Participant must

German Federal Bank. If a Participant uses a German bank to transfer a cross-border payment in excess of €12,500 in connection

9.

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the

(2) the Participant’s acquisition of Shares on settlement of the PSUs, or (3) the disposal of any Shares.

social security contributions) that is attributable to (1) the grant or vesting of, or any benefit the Participant derives from, the PSUs,

other employment related taxes in any jurisdiction, including but not limited to wage tax, solidarity surcharge, church tax or German

liability for or obligation to pay any Tax Liability (a “Tax Liability” being any liability for income tax, withholding tax and any

interpretation by the German tax authorities. The Participant shall indemnify the Company or the Employer from and against any

contributions). For purposes of withholding, Fair Market Value shall be determined under applicable German law and its

Employer of Participant under all applicable federal, state and local or foreign tax laws (including German social security or similar

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promptly and in any event not in excess of thirty (30) days after such request is made.

Company shall execute such documentation as the Company may reasonably require to give full legal effect to such amendment(s),

the Company, amend the relevant Bahasa Indonesia text to conform with the relevant English text and the Participant and the

English version of the Agreement and the Plan, the English version shall prevail and the Participant shall, promptly upon request by

(b)

in the event of any inconsistency or different interpretation between the Bahasa Indonesia version and the

equally authentic; and

(a)

the English language version and the Bahasa Indonesia version of the Agreement and the Plan shall be

The Participant and the Company agree that:

Company under any version of the Agreement and the Plan.

as creating different rights and obligations, or duplication or multiplication of the rights and obligations, of the Participant and the

For the avoidance of doubt, the existence of two versions of the Agreement and the Plan is not to be construed by any party

the English language version of the Agreement and the Plan.

Participant and the Company agree to execute the Indonesian language version of the Agreement and the Plan simultaneously with

Indonesian Language (“Regulation 63”), the Agreement and the Plan are made in English and Indonesian language versions. The

National Anthem of the Republic of Indonesia (“Law 24”) and the Presidential Regulation No. 63 of 2019 regarding the Use of

7.

Language. In compliance with the Law No. 24 of 2009 regarding National Flag, Language, Coat of Arms, and

judicial cancellation of this Agreement would otherwise be required to terminate this Agreement.

Company and the Participant hereby waive the benefits of Article 1266 of the Indonesian Civil Code but only to the extent that

6.

Waiver of Article 1266 of the Indonesian Civil Code. For the purposes of termination of this Agreement, the

5.

Award Plan. A copy of the Plan is attached to this Agreement.

granting PSUs to Employees and corporate officers who are resident in Indonesia for tax, labour or securities law purposes.

The provisions of this Country Schedule Indonesia provide additional definitions and conditions for the purpose of

INDONESIA

transfer of Data by Company for the Purposes.

4.

Data Privacy. By entering into the Agreement, Participant consents to the processing, collection, disclosure and

earlier than the date of vesting.

Exchange Board of India on the specified date, being the vesting date or any date not being a date which is more than 180 days

The FMV of the Shares shall be the value as determined by a Category I Merchant Banker registered with the Securities and

The value of benefit shall be the aggregate Fair Market Value (“FMV”) of the Shares on the date of vesting.

value of benefit (in the form of allotment of Shares) which shall be chargeable to tax in the hands of the Participant as salary.

Employer, an amount towards taxes computed at the applicable rate at the time of allotment of the Shares to the Participant on the

3.

Tax Considerations. The Employer shall have the right to withhold, or require the Participant to remit to the

such Indian subsidiary or Affiliate to comply with the applicable reporting requirements under Indian company law.

Plan and this Agreement, including inter alia the number thereof, price paid, date of acquisition, and mode of holding in order for

the Indian subsidiary shall provide such Indian subsidiary with details of securities held by them in the Company pursuant to the

2.

Key Managerial Personnel Notification Obligation. Participants who are directors or key managerial personnel of

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acknowledges that he or she

fully understand and accept all provisions of the Plan and the Agreement, including this Schedule A. Participant further

copy of the Plan and the Agreement and have reviewed the Plan and the Agreement, including this Schedule A, in their entirety and

12.

Plan Document Acknowledgment. In accepting the PSUs, Participant acknowledges that he or she has received a

Regulation No. 11971 of May 14, 1999, as amended.

offerings pursuant to Article 100 of Legislative Decree No. 58 of February 24, 1998, as amended and Article 34-ter of CONSOB

legislation. Accordingly, the offer may be extended into Italy only in circumstances which are exempted from the rules on public

Nazionale per la Società e la Borsa (“CONSOB”) (the Italian securities exchange commission), pursuant to Italian securities

or multilateral trading facility in Italy. The offer of the PSUs and Shares is private and has not been cleared by the Commissione

11.

Securities Law Information. Neither the PSUs nor the Shares are publicly offered or listed on any regulated market

purposes.

PSUs which are intended to be granted to Employees and corporate officers who are resident in Italy for tax, labour or securities law

The provisions of this Country Schedule for Italy provide additional definitions and conditions for the purpose of granting

ITALY

the Participant.

Indonesia. All taxes (including income tax) arising from the award of any PSU or the vesting of any PSU thereon shall be borne by

extent the Participant is a foreigner, how such gains or profits aforesaid will be taxed at the time the Participant ceases to work in

10.

Tax. The Participant is advised to seek professional tax advice as to the Participant’s tax liabilities including, to the

Indonesian law and its interpretation.

the definitions of Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement shall be subject to

9.

Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement. For the avoidance of doubt,

Purposes.

8.

Data Privacy. By entering into the Agreement, Participant consents to the processing of Data by Company for the

(d)

represents that it has made and entered into the Agreement and the Plan freely and without duress.

binding effectiveness and enforceability of the Agreement and the Plan; and

(c)

agrees that the execution of the Agreement and the Plan in the English language will not affect the validity,

Plan;

(b)

represents that it has read and fully understands the contents and consequences of the Agreement and the

the English language;

(a)

acknowledges that, with its agreement, the Agreement and the Plan have been predominantly negotiated in

Each of the Participant and the Company:

with Law 24 or Regulation 63.

valid and binding obligation, enforceable against it in accordance with its terms, in each case on the basis of any failure to comply

(c)

allege that the Agreement and the Plan is against public policy or otherwise does not constitute its legal,

(b)

defend its non-performance or breach of its obligations under the Agreement and the Plan; or

contemplated in the Agreement and the Plan;

(a)

challenge the validity of, or raise or file any objection to, the Agreement and the Plan or the transactions

any manner or forum in any jurisdiction:

Each of the Participant and the Company in good faith agrees that it shall not (and it shall not allow or assist any party to) in

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Paul’s Churchyard, London, EC4M 8AP, United

Syarikat atau anak Syarikat, informasi mengenai semua Anugerah (“Data”). Syarikat, yang mempunyai alamat berdaftar di One St.

dibenarkan), gaji, kewarganegaraan, nama jawatan, dan informasi mengenai apa-apa saham atau stok yang dipegang didalam

keselamatan sosial (jika dibenarkan), nombor insurans atau nombor kad pengenalan (jika dibenarkan), nombor pasport (jika

untuk mengumpulkan informasi peribadi Peserta termasuk: nama Peserta, alamat rumah, nombor telefon, tarikh lahir, nombor

melancarkan, termasuk melaksanakan, mengurus dan mentadbir Pelan dan Perjanjian (“Tujuan”), ia adalah perlu bagi Syarikat

“Data Privasi. Klausa ini membatalkan dan menggantikan klausa 11.8 Pelan. Setiap Peserta mengakui bahawa bagi tujuan

19.

Bahasa Malaysia translation of Data Privacy clause:

2007.

requiring the registration of a prospectus with the Securities Commission in Malaysia under the Capital Markets and Services Act

purpose of, a public offering or issue, offer for subscription or purchase, invitation to subscribe for or purchase of any securities

have been delivered to the Securities Commission of Malaysia. The Plan documents do not constitute, and may not be used for the

issue” pursuant to Sections 229 and 230 of the Malaysian Capital Markets and Services Act 2007. Copies of the Plan documents

18.

Securities Laws Notice. The Plan constitutes or relates to an “excluded offer,” “excluded invitation” or “excluded

receiving or disposing of any interest in the Company or any related company.

an Award under the Plan or Shares) in the Company or any related company. Such notifications must be made within 14 days of

obligation to notify the relevant Malaysian Subsidiary or affiliate in writing when Participant receive or dispose of an interest (e.g.,

Participant is subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an

17.

Director Notification Obligation. If Participant is a director of a Malaysian Subsidiary or affiliate of the Company,

a material effect on the price of Shares once such information is generally available.

Participant is in possession of information which is not generally available and which Participant know or should know will have

rules, Participant is prohibited from acquiring or selling Shares or rights to Shares (e.g., an Award under the Plan) when

may impact Participant’s acquisition or disposal of Shares or rights to Shares under the Plan. Under the Malaysian insider-trading

16.

Malaysian Insider Trading Notification. Participant should be aware of the Malaysian insider-trading rules, which

determined by the Administrator.

15.

“Participant” in Malaysia shall be restricted to any person who is an Employee or a Non-Employee Director, as

securities law purposes.

granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Malaysia for tax, labour or

The provisions of this Country Schedule for Malaysia provide additional definitions and conditions for the purpose of

MALAYSIA

Agreement.

no. 196 of 2013, by writing to the TechnipFMC Data Protection Office with the modalities provided under clause 20 of the

the purposes of deciding what should happen to the Data after his or her death pursuant to Article 2-terdecies of Legislative Decree

14.

Data Privacy. In addition to the rights mentioned in clause 20 of the Agreement, Participant may issue directives for

deposits held outside of Italy whose maximum total value during the fiscal year does not exceed €15,000.

investment may give rise to income in Italy. This latter reporting obligation is not required in relation to bank accounts and bank

investments or investments (including proceeds from the sale of PSUs acquired under the Plan) held outside of Italy, if the

13.

Exchange Control Information. Participant is required to report in his or her annual tax return any foreign

and the Authorization to Release Transfer Necessary Personal Information and Method of Payment provisions above.

Obligations as Stockholder; Section 5: No Limitation on Rights of the Company; Section 10: Administration; Section 19: Funding;

has read and specifically and expressly approves the following sections of the Agreement: Section 1: Vesting, Section 4: Rights and

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dengan ini bersetuju untuk pemprosesan dan / atau

untuk pemprosesan dan / atau pemindahan Data diperlukan (lihat maklumat khusus negara dalam Jadual A Perjanjian), Peserta

Jika Peserta bekerja dengan anak Syarikat yang ditubuhkan di luar Kawasan Ekonomi Eropah dan setakat persetujuannya

termasuk tetapi tidak terhad kepada butiran perhubungan Pegawai Perlindungan Data tempatan, jika ada.

Peserta boleh merujuk selanjutnya maklumat khusus negara mengenai pemprosesan Data di bawah Jadual A Perjanjian,

atau wakil sumber manusia tempatan Peserta.

pengekalan yang terpakai bagi Data dengan menghubungi Pejabat Perlindungan Data TechnipFMC di privacy@TechnipFMC.com

Syarikatnya akan menyimpan Data untuk tempoh yang lebih lama. Peserta boleh meminta maklumat lanjut mengenai tempoh

jika ini perlu untuk mempertahankan kepentingan mereka dalam konteks prosiding kehakiman, Syarikat dan / atau anak-anak

Syarikatnya diwajibkan secara sah (contohnya untuk pematuhan dengan tujuan pelaporan undang-undang dan kewangan), atau

Data akan dipegang dan digunakan hanya selagi diperlukan untuk Tujuan. Hanya di mana Syarikat dan / atau anak-anak

Pelan.

sebarang Data yang diminta atau menyekat pemprosesan Data, Syarikat tidak akan dapat melaksanakan obligasinya di bawah

Ia adalah wajib bagi Peserta untuk memberikan apa-apa Data yang diminta. Jika Peserta memilih untuk tidak memberikan

privacy@TechnipFMC.com atau wakil sumber manusia tempatan Peserta.

Data, pertanyaan atau aduan boleh ditangani dengan menghubungi Pejabat Perlindungan Data TechnipFMC di

yang kompeten. Permintaan mengenai

menurut Artikel 15 hingga 21 GDPR dan berhak memfailkan aduan dan / atau tuntutan dengan pihak berkuasa perlindungan data

memadamkan Data, untuk menyekat pemprosesan Data, untuk membantah pemprosesan Data, serta permintaan pemindahan Data

Peserta boleh meminta untuk mendapatkan akses kepada Data, untuk membetulkan mana-mana Data tersebut, untuk

privacy@TechnipFMC.com atau wakil sumber manusia tempatan Peserta.

boleh meminta salinan perlindungan seperti itu dengan menghubungi Pejabat Perlindungan Data TechnipFMC di

Kawasan Ekonomi Eropah, seperti klausa kontrak yang standard seperti yang dicadangkan oleh Suruhanjaya Eropah. Peserta

bersesuaian untuk memastikan perlindungan Data dalam kes pemindahan Data dari dalam Kawasan Ekonomi Eropah ke luar

negara ketiga (untuk kegunaan GDPR) sebagai akibat daripada Brexit, Syarikat akan melaksanakan perlindungan yang

Peserta bekerja dengan anak Syarikat yang ditubuhkan di dalam Kawasan Ekonomi Eropah, sekiranya United Kingdom menjadi

perlindungan Data, umpamanya klausa kontrak yang standard seperti yang dicadangkan oleh Suruhanjaya Eropah. Sekiranya

menetap. Sekiranya relevan, Syarikat dan anak Syarikat akan melaksanakan perlindungan yang bersesuaian untuk memastikan

dimana undang-undang perlindungan data tidak mempunyai perlindungan yang sama dengan bidang kuasa di mana Peserta

berkuasa mungkin bertempat di Amerika Syarikat, Kawasan Ekonomi Eropah, atau mana-mana sahaja, termasuk di kawasan

Data kepada mahkamah judisial and arbitrasi dan/atau jawatankuasa dan penasihat luar. Entiti-entiti tersebut dan badan-badan

bagi pihak- pihak berkuasa awam sekiranya diperlukan dibawah undang-undang atau peraturan dan boleh juga mendedahkan

mereka dan mana-mana pihak yang dirasakan perlu dan sesuai bagi Tujuan. Syarikat juga boleh menjadikan tesedia Data Peserta

bank-bank, broker-broker, pemilik kustodi, depositori sekuriti, bursa saham, dll) dan juga pengaudit, penasihat dan konsultan

Data boleh didedahkan kepada anak Syarikat (termasuk Majikan) atau kepada pihak ketiga pentadbir pelan (termasuk

mempertahankan kedudukan (undang-undang) dan/atau melaksanakan tuntutan (undang-undang).

arbitrasi, untuk memastikan kedudukan undang-undang, untuk mendapatkan nasihat (luaran) dan/atau untuk membina atau

pertikaian yang diancam dan/atau tuntutan (undang-undang), penyiasatan oleh badan berkanun yang relevan, litigasi dan

kewangan dan kehendak undang-undang yang lain, dan (ii) atas dasar kepentingan sah bagi kes yang tertunggak dan/atau

Selain daripada Tujuan, Syarikat akan menggunakan Data (i) bagi tujuan pematuhan undang-undang sekuriti dan laporan

Peserta atau diberikan oleh Majikan.

Kingdom, adalah ‘data controller” bagi pemprosesan data. Menurutnya, Data adalah dikumpulkan secara langsung daripada

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long-term incentive compensation plans, or employee benefit or retirement

(iv)

a material reduction in the Participant’s level of participation in any of the Company’s short- and/or

be increased during the Protection Period; or

annual salary (excluding amounts received under incentive or other bonus plans), as in effect on the Grant Date or as the same may

(iii)

a material reduction by the Company in the Participant’s then current salary of record paid as

the Grant Date or as the same may be changed from time to time prior to a Change in Control;

for required travel on the Company’s business to an extent substantially consistent with the Participant’s business obligations as of

(100) miles further from the Participant’s then current assigned work location immediately prior to the Change in Control, except

(ii)

the Company’s requiring the Participant to be based at a location which is at least one hundred

immediately preceding the Change in Control;

effect (x) on the Grant Date, (y) during the fiscal year immediately preceding the year of the Change in Control, and (z) on the date

reduction or alteration in the nature or status of the Participant’s authorities, duties, or responsibilities from the greatest of those in

such as the chairman or chief executive officer ceasing to report to the Board of Directors of a publicly traded company), or a

the Company becoming a subsidiary of another entity, or any material adverse change in the Participant’s reporting relationship,

limitation, any material adverse change in duties or status as a result of the stock of the Company ceasing to be publicly traded or of

duties, responsibilities, and status (including, without limitation, offices, titles and reporting requirements) (including, without

(i)

the assignment of the Participant to duties materially inconsistent with the Participant’s authorities,

the Protection Period:

section 22(c) means, without the Participant’s express written consent, the occurrence of any one or more of the following during

(c)

“Good Reason”: For the purposes of this Agreement and the Plan, the definition of “Good Reason” in

before any authority to demonstrate such cause.

without the Company or its Subsidiaries having to notify the termination with cause before any authority or follow any procedure

constitutes cause for termination of the Participant’s relationship with the Company or its Subsidiaries under Applicable Law,

Activity” in section 23 shall be expanded to include any act or omission that to the Company or its Subsidiaries’ discretion

(b)

“Detrimental Activity”: For the purposes of this Agreement and the Plan, the definition of “Detrimental

excluding terminations where the Participant simultaneously commences or remains in service with the Company or any Subsidiary.

relationship with the Participant for any reason, with or without cause, termination by mutual consent, resignation, discharge, but

and/or its Subsidiaries and affiliates, including without limitation, because of termination by the Company or a Subsidiary of its

have experienced a Termination of Service on the date when Participant is no longer providing active services to the Company

(a)

“Termination of Service”: For the purposes of this Agreement and the Plan, Participant will be deemed to

20.

Definitions. For all purposes of this Agreement and the Plan the following defined terms shall apply:

purposes.

granting PSUs which are intended to be granted to Eligible Individuals who are resident in Mexico for tax, labour or securities law

The provisions of this Country Schedule for Mexico provide additional definitions and conditions for the purpose of

MEXICO

mentadbirkan Pelan dan Perjanjian.”

sekiranya dia memilih untuk menarik balik persetujuannya, Syarikat mungkin tidak dapat melaksanakan tanggungjawabnya dan

privacy@TechnipFMC.com atau wakil sumber manusia tempatan Peserta. Peserta mengakui, bersetuju dan menerima bahawa

persetujuan yang diberikan di sini secara bertulis dengan menghubungi Pejabat Perlindungan Data TechnipFMC di

pindahan sedemikian seperti yang dinyatakan dalam klausa 20 Perjanjian. Pada bila-bila masa, Peserta boleh menarik balik

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participate in the Plan.

criteria. The information contained herein is intended only for those Employees of the Company and its subsidiaries eligible to

in the Netherlands. Participation in the Plan is restricted to Employees of the Company and its subsidiaries who meet the eligibility

25.

Securities Law Information: The information contained herein does not constitute an offer of securities to the public

derives from, the PSUs, (2) the Participant’s acquisition of Shares, or (3) the disposal of any Shares.

limited to wage tax or social security contributions) that is attributable to (1) the grant or vesting of, or any benefit the Participant

being any liability for income tax, withholding tax and any other employment related taxes in any jurisdiction, including but not

indemnify the Company or the Employer from and against any liability for or obligation to pay any Tax Liability (a “Tax Liability”

24.

Tax Withholding. For the avoidance of doubt, taxes include social security contributions. The Participant shall

labour or securities law purposes.

of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in the Netherlands for tax,

The provisions of this Country Schedule for the Netherlands provide additional definitions and conditions for the purpose

NETHERLANDS

reasonably expected for the storage of valuable and proprietary for sensitive/confidential data.

Purposes. The recipient of Participant’s personal data will retain the data in a secure network system at such standard as would be

23.

Data Privacy. By entering into the Agreement, Participant consents to the processing of Data by Company for the

copy thereof to a Mexican affiliate of the Company.

Participant shall deliver to the Company the applicable digital tax invoice, if any, to be issued pursuant to the Applicable Law and a

payment within the five (5) business days following to the date when the corresponding tax should have been paid. Likewise, the

shall pay such taxes pursuant to the Applicable Law and shall provide to the Company copies of the applicable tax return and the tax

(including income tax) arising from the award of any PSU or the vesting of any PSU thereon shall be borne by the Participant, who

22.

Tax. The Participant is advised to seek professional tax advice as to the Participant’s tax implications. All taxes

place.

severance payment or compensation otherwise due, or any payments resulting from any employment relationship that may be in

not be considered for any purposes in connection with such Mexican Subsidiary, including without limitation, for determining any

pursuant to vesting of the PSUs are not part of the Participant’s remuneration by the Mexican Subsidiary of the Company and shall

because of his/her services. Consequently, the PSUs are granted on the assumption and condition that PSUs and the Shares issued

commissions, employment benefits in money or in kind, or any other benefits paid out by the Mexican Subsidiary to the Participant

pursuant to vesting are granted directly by the Company; therefore, such are not part of the salary, payments, bonuses, premiums,

under the Plan. In accepting this Agreement, Participant expressly acknowledges and accepts that the PSUs and the Shares issued

21.

No Entitlement for Claims. The Company has unilaterally, gratuitously and discretionally decided to grant the PSUs

treated as if it occurred during the Protection Period for purposes of Section 3(a).

Participant’s actual termination for Good Reason may occur after the end of the Protection Period, and such termination will be

Reason” event. For sake of clarity, the event giving rise to a Good Reason termination must occur during the Protection Period, but

Participant separates from the Company effective not later than twenty four (24) months after the original occurrence of the “Good

Company fails to cure the event within thirty (30) days following the Company’s receipt of Participant’s written notice; and the

Participant provides written notice to the Company within ninety (90) days of the occurrence of any of the above listed events; the

respect to any circumstance constituting Good Reason; however, “Good Reason” for Participant’s separation will exist only if: the

illness not constituting a Disability. The Participant’s continued service will not constitute a waiver of the Participant’s rights with

The existence of Good Reason will not be affected by the Participant’s temporary incapacity due to physical or mental

preceding the Change in Control.

Grant Date, (b) during the fiscal year immediately preceding the year of the Change in Control and (c) on the date immediately

plans, policies, practices, or arrangements in which the Participant participates from the greatest of the levels in place (a) on the

30

Definition of the term “Good Reason” do not apply to Participants whose employment are governed by Norwegian Law.

4.

Definitions. For all purposes of this Agreement and the Plan, Clause 23(c)(iv) and Clause 20(c)(v) regarding the

of Participant’s PSUs.

the Administrator shall have the exclusive discretion to determine when the Participant is no longer actively employed for purposes

terminate effective as of the date of the termination notice, and will not be extended by any notice period or agreed “garden leave”;

the event of termination of the Participant’s employment, the Participant’s rights to vest the PSUs under the Plan, if any, will

3.

Acknowledgment of Nature of Plan and PSUs. In accepting this Agreement, the Participant acknowledges that, in

securities law purposes.

granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Norway for tax, labour or

The provisions of this Country Schedule for Norway provide additional definitions and conditions for the purpose of

NORWAY

as regards the Participant.

and its Subsidiaries; are reasonably necessary to protect the interests of the Company and its Subsidiaries; and are not unreasonable

Clause 2 of the Confidentiality and Non-Compete Agreement set forth in Exhibit B protect the legitimate interest of the Company

2.

Confidentiality and Non-Compete Agreement – Exhibit B: The Participant hereby agrees that the restrictions in

Purposes.

1.

Data Privacy. By entering into the Agreement, Participant consents to the processing of Data by Company for the

NIGERIA

Dutch tax law purposes for a period of at least 7 years after the end of the relevant tax year.

after Participation to the Plan has ended and/or terminated or where the Data is part of the financial administration required for

long as required by the law for compliance with legal and financial reporting purposes, which shall be for a period of at least 5 years

(c)

Data will be held and used through the relevant time limitation period for claims under the Plan, and for as

Data Protection Authority (Autoriteit Persoonsgegevens) which can be done on the website www.autoriteitpersoonsgegevens.nl.

(b)

The Participant has the right to object to the processing of his Data and to lodge a complaint with the Dutch

nor disclosed to third parties unless a legal obligation exists to do so.

(a)

The Participant’s citizen service number (burger service nummer) will not be processed by the Company

28.

Data Privacy.

age (AOW-gerechtigde leeftijd) is reached.

(b)

“Retirement” means termination of the Participant’s employment agreement at the time the State pension

Dutch Civil Code) of the Company or of any Subsidiary.

(a)

“Employee” means: any officer or other employee (as determined in accordance with Article 7:610 of the

27.

Definitions. For all purposes of this Agreement and the Plan the following defined terms shall apply:

law and its interpretation.

the definitions of Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement shall be subject to Dutch

26.

Termination of Service. Detrimental Activity, Disability, Good Reason and Retirement. For the avoidance of doubt,

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the Personal Data Protection Office).

13.

Data Privacy. The Participant has the right to lodge a complaint with the Polish supervisory authority (President of

annually if the Participant owns Shares that exceed 10% of the total voting capital of the Company.

aggregate value of such assets and liabilities is equal to or greater than PLN 7,000,000. Additionally, the Participant must report

file in the National Bank of Poland quarterly declarations of assets and liabilities held outside of Poland if at the end of a year the

12.

Exchange Control Information. If Participant is a resident or domiciled in Poland, the Participant will be required to

approved or notified to the Polish Financial Supervisory Authority (“Komisja Nadzoru Finansowego”).

to less than 150 employees in Poland in a consecutive period of 12 months. Neither the Plan nor any related document has been

available containing information on the number and nature of shares as well as reasons for and details of the offer, or (ii) if offered

Regulation, in particular, Article 1 section 4 letter (i) of the Regulation, provided that the document, drafted in Polish, is made

market, and repealing Directive 2003/71/ECT (Regulation): (i) if offered under one of the exemptions available under the

Council of 14 June 2017 on a prospectus to be published when securities are offered to the public or admitted to trade on a regulated

without the requirement of publishing the prospectus under Regulation (EU) 2017/1129 of the European Parliament and of the

or multilateral trading facility in Poland. The Awards under the Plan, specifically, the PSUs and Shares, can be offered in Poland

addressed to selected and specific employees and the PSUs and Shares are not listed or meant to be listed on any regulated market

11.

Securities Law Information. The Plan and Awards under the Plan, specifically, the PSUs and Shares, are only

Employer of the Participant.

Section 23 of the Agreement, the actions to be performed by the Company shall also mean the same actions performed by the

10.

Employment law actions. For the purpose of definitions of “Detrimental Activity” and “Good Reason” in

Company or of any Subsidiary.

9.

Employee. “Employee” means: any officer or other employee (as determined under Polish Labour Code) of the

statutory provisions.

Participant would be entitled to retire under the Polish statutory provisions. “Disability” means disability to work under the Polish

8.

Retirement and Disability. “Retirement” means termination of Participant’s employment on or after the date

employee capital plans (PPK).

related to non-competition arrangements, or any payments resulting from employment relationship, including payments towards

determining any severance pay, compensation, or any payment due to cessation of employment, any bonuses/awards, compensation

and pay conditions within the meaning of the Polish Labour Code and therefore, shall not be considered for the purposes of

7.

No Entitlement for Claims. The PSUs and the Shares issued pursuant to vesting are not part of Employee’s work

Labour Code).

shall be expanded to include termination of employment contract without notice (due to reasons specified under art. 52 of the Polish

6.

Detrimental Activity. For the purposes of this Agreement, the definition of “Detrimental Activity” in Section 23

law purposes.

PSUs which are intended to be granted to Employees and corporate officers who are resident in Poland for tax, labour or securities

The provisions of this Country Schedule for Poland provide additional definitions and conditions for the purpose of granting

POLAND

Norwegian law for Participants whose employment are governed by Norwegian law.

5.

Exhibit B. The provisions on Confidentiality and Non-Compete in Exhibit B only apply as far as allowed subject to

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LCIA Arbitration Centre, which Rules are deemed

existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC –

21.

Jurisdiction. Any dispute arising out of or in connection with this Agreement, including any question regarding its

securities law purposes.

granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Qatar for tax, labour or

The provisions of this Country Schedule for Qatar provide additional definitions and conditions for the purpose of

QATAR

livremente aceitou e concordou com os termos e condições estabelecidas no Plano e no Acordo.

Pelo presente instrumento declara expressamente que tem pleno conhecimento da língua inglesa e que leu, compreendeu e

Conhecimento de Língua:

Agreement.

language and have read, understood and fully accepted and agreed with the terms and conditions set forth in the Plan and in the

20.

Language Consent: Participant hereby expressly declare that Participant have full knowledge of the English

of the Participant.

are deposited with a bank or financial intermediary in Portugal, such bank or financial intermediary shall submit the report on behalf

acquisition of such shares may need to be reported to the Bank of Portugal (Banco de Portugal) for statistical purposes. If the Shares

19.

Exchange Control Information. In case the Participant receives Shares under the Plan and the Agreement, the

considered for the purposes of determining any severance payment, compensation or credits otherwise due.

issued pursuant to vesting of the PSUs are not part of the Participant’s ordinary or expected remuneration and shall not be

to grant the PSUs under the Plan. Consequently, the PSUs are granted on the assumption and condition that PSUs and the Shares

18.

No Entitlement for Claims or Compensation. The Company has unilaterally, gratuitously and discretionally decided

any Subsidiary.

17.

Employee. “Employee” means: any employee (as determined under Portuguese labor law) of the Company or of

Administrator.

16.

“Participant” in Portugal shall be restricted to Employees or Non-Employee Directors, as determined by the

accordance with Portuguese labor law.

the definitions of Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement shall be interpreted in

15.

Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement. For the avoidance of doubt,

entity other than the Participant and other selected Employees.

materials relating to the granting of the PSUs and the Shares are strictly confidential and may not be distributed to any person or

offerings pursuant to Portuguese Securities Code, approved by Decree-Law no. 486/99, of 13 November. The Agreement and other

Portuguese law. Accordingly, the offer may be made in Portugal only in circumstances which are exempted from the rules on public

by, the Portuguese Securities Markets Commission (Comissão do Mercado de Valores Mobiliários), pursuant to the applicable

or multilateral trading facility in Portugal. The offer of the PSUs and Shares is private and has not been communicated to, or cleared

14.

Securities Law Information: Neither the PSUs nor the Shares are publicly offered or listed on any regulated market

securities law purposes.

granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Portugal for tax, labour or

The provisions of this Country Schedule for Portugal provide additional definitions and conditions for the purpose of

PORTUGAL

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to the issue of any securities

reproduced or used for any other purpose. Further, the information contained in this Agreement and the Plan is not intended to lead

Employees of a Subsidiary of the Company and must not be provided to any person other than the original recipient and may not be

in the Kingdom of Saudi Arabia. This offer is being issued from outside the Kingdom of Saudi Arabia to a limited number of

reviewed by, deposited or registered with or by SAMA, CMA or any other relevant licensing authorities or governmental agencies

Saudi Arabia. This Agreement is strictly private and confidential and the terms of the Agreement and the Plan have not been

the Capital Market Authority (“CMA”) or any other relevant licensing authorities or governmental agencies in the Kingdom of

25.

Disclaimer. This Agreement has not been approved or licensed by Saudi Arabia Monetary Authority (“SAMA”),

Arabia for tax, labor or securities law purposes.

granting PSUs which are intended to be granted to Employees and corporate officers who are resident in the Kingdom of Saudi

The provisions of this Country Schedule for Saudi Arabia provide additional definitions and conditions for the purpose of

SAUDI ARABIA

Participant’s local human resources representative.

and data protection laws in Russia is the TechnipFMC Data Protection Office who can be reached at privacy@TechnipFMC.com or

The persons designated to be responsible for ensuring that the Company, as applicable, complies with applicable privacy

separate consent form provided to them by the Employer in Russia.

The Participant grants to the Company consent to processing of his or her personal data by signing and returning the

39-FZ “On Securities Market”.

transaction of the “option” type in the meaning of and as sets out by Federal Law of the Russian Federation of 22 April 1996 No.

This Agreement does not constitute, and the Company and the Participant do not have an intention to execute, a derivative

through the local human resources representative.

the Russian FLs (including regarding the access to Data or revocation of consent for processing) may be addressed to the Company

with respect to Russian citizens will be made through a database located in Russia. Any requests to the Company in connection with

FLs”). In addition to the provisions of Section 20 of this Agreement, for the purposes of the Russian FLs, the collection of this Data

Law No. 152-FZ “On Personal Data” dated 27 July 2006 (as amended) and other applicable Russian laws (collectively, the “Russian

24.

Data Privacy. When processing personal data of Russian citizens / in Russia, the Company is also subject to Federal

securities law purposes.

granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Russia for tax, labour or

The provisions of this Country Schedule for Russia provide additional definitions and conditions for the purpose of

RUSSIA

Protection Law of Qatar (Law 13 of 2016) is being collected within the State of Qatar.

23.

Data Privacy. The Company and the Participant acknowledge that no sensitive data as defined in the Data

regulator in the state of Qatar.

the Qatar Central Bank or the Qatar Financial Centre Regulatory Authority, the Qatar Financial Markets Authority or any other

or in the Qatar Financial Centre. This Agreement and the underlying instruments have not been approved, registered or licensed by

marketing of an investment fund or an attempt to do business, as a bank, an investment company or otherwise in the state of Qatar

shall be deemed to constitute, any offer or sale of securities in the State of Qatar or in the Qatar Financial Centre or the inward

22.

Securities Law. Nothing in this Agreement constitutes, is intended to constitute, shall be treated as constituting or

be London. The language to be used in the arbitration shall be English.

to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall

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called and includes a person in accordance with whose directions or

(a)

A “director” includes any person occupying the position of a director of a corporation by whatever name

In this regard:

business days of becoming a director or chief executive officer (as applicable).

such interest in the Company. In addition, a notification of the Participant’s interests in the Company must be made within two

vesting and settlement of the PSUs). These notifications must be made within two business days of acquiring or disposing of any

Participant disposes of such interest in the Company (including when the Participant acquires or transfers Shares issued upon

options and contracts) in the Company (e.g. the PSUs). In addition, the Participant must notify the Singapore Company when the

Singapore Company in writing when the Participant acquires an interest (such as shares, debentures, participatory interests, rights,

disclosure / notification requirements under the Companies Act 1956. Among these requirements is an obligation to notify the

company incorporated in Singapore which is related to the Company (“Singapore Company”), the Participant is subject to certain

31.

Director / CEO Notification Obligation. If the Participant is a director or chief executive officer (as applicable) of a

available and, if it were generally available, it might have a material effect on the price or value of those Shares.

have a material effect on the price or value of the Shares, and (b) the Participant knows that the information is not generally

information that is not generally available but, if the information were generally available, a reasonable person would expect it to

Participant is prohibited from acquiring or selling Shares or rights to Shares (e.g. PSUs) when (a) the Participant possess

Participant’s acquisition or disposal of Shares or rights to Shares under the Plan. Under Division 3 of the Part XII of the SFA, a

30.

Insider Trading. A Participant should be aware of the Singapore insider trading regulations, which may impact the

prospectus requirements under the SFA.

is being made in reliance of section 273(1)(f) of the Securities and Futures Act 2001 (“SFA”) for which it is exempt from the

29.

Securities Law Information. The award of the PSUs and the issuance and delivery of the Shares pursuant to the Plan

securities law purposes.

granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Singapore for tax, labour or

The provisions of this Country Schedule for Singapore provide additional definitions and conditions for the purpose of

SINGAPORE

said participant.

of managing and administrating the plan and to allow the vesting or transfer of any equity compensation grants or shares awarded to

bank account number in the Kingdom of Saudi Arabia to its subsidiaries or to third parties, on a need to know basis, for the purpose

28.

Data Privacy. Participant gives its consent and formally agrees that that Company is fully entitled to disclose its

licensing authorities or governmental agencies in the Kingdom of Saudi Arabia.

Agreement and the underlying instruments have not been approved, registered or licensed by SAMA, CMA or any other relevant

investment fund or an attempt to do business, as a bank, an investment company or otherwise in the Kingdom of Saudi Arabia. This

shall be deemed to constitute, any offer or sale of securities in the Kingdom of Saudi Arabia or the inward marketing of an

27.

Securities Law. Nothing in this Agreement constitutes, is intended to constitute, shall be treated as constituting or

arbitration shall be English.

be one. The seat, or legal place, of arbitration shall be Dubai International Financial Centre The language to be used in the

LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall

existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC –

26.

Jurisdiction. Any dispute arising out of or in connection with this Agreement, including any question regarding its

or the conclusion of any other contract of whatsoever nature within the territory of the Kingdom of Saudi Arabia.

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Company for the Purposes.

33.

Data Privacy. By entering into the Agreement, Participant consents to the processing and transfer of Data by

of another person.

of the Company, other affiliated company or any other person paying such emoluments, whether on his or her account or on behalf

obtained by reason of any office or employment held by him or her. “Employer” shall mean the Company, a Singapore Subsidiary

directly or indirectly, derived by any person from a right or benefit to acquire shares in any company where such right or benefit is

certain types of allowance) paid or granted in respect of the employment whether in money or otherwise, and any gains or profits,

employment, which includes any wages, salary, leave pay, fee, commission, bonus, gratuity, perquisite or allowance (other than

deducted or withheld by the Employer and paid to the IRAS. Emoluments include income from gains or profits from any

of the termination of employment. An amount equal to the tax amount required to be deducted or withheld will have to be so

Participant from the day the Employee notifies his/her intention to cease employment or when the Employer notifies the Employee

arising from the vesting of the PSU from the Participant’s emoluments. The Employer is required to withhold all monies due to the

with the Employer (as defined below), the Employer may be required under the Income Tax Act 1947 to deduct or withhold taxes

Where the Participant is neither a Singapore citizen nor a Singapore Permanent Resident and is about to leave employment

Participant.

All taxes (including income tax) arising from the award of any PSU or the vesting of any PSU thereon shall be borne by the

how such gains or profits aforesaid will be taxed at the time the Participant ceases to work in Singapore.

is advised to seek professional tax advice as to the Participant’s tax liabilities including, to the extent the Participant is a foreigner,

gains for any period of time up to a maximum of 5 years, subject to filing formalities to be made by the Participant. The Participant

thereto are met. Interest will be chargeable for the deferral of tax. If granted, the Employee can defer payment of tax on the PSU

gains under incentive schemes operated by the Inland Revenue Authority of Singapore (“IRAS”) if the qualifying criteria relating

is at the time the PSU vests. The Participant may, however, be eligible to enjoy deferment of the payment of tax, arising from PSU

taxable in Singapore as part of the Participant’s employment remuneration when the PSU vests, regardless of where the Participant

Participant’s employment in Singapore, any gains or profits derived by the Participant arising from the vesting of such PSU will be

32.

Taxation Information. In the event that a Participant should be granted an award of the PSU in connection with the

(d)

“Business day” means any day other than a Saturday, Sunday or public holiday in Singapore.

(iii)

a subsidiary of the holding company of the Company.

(ii)

a subsidiary of the Company; or

(i)

the holding company of the Company;

(c)

The Singapore Company will be deemed to be related to the Company if the Singapore Company is:

of the business of the company, as the case may be.

(ii)

is principally responsible for the management and conduct of the business of the company, or part

(i)

is in direct employment of, or acting for or by arrangement with, the company; and

described, who:

(b)

A “chief executive officer”, in relation to a company, means any one or more persons, by whatever name

director.

instructions the directors or the majority of the directors of a corporation are accustomed to act and an alternate or substitute

36

Participant

that any grant will not economically or otherwise bind the Company or any of its Subsidiaries on an ongoing basis. Consequently,

Employees throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition

gratuitously and discretionally decided to grant the PSUs under the Plan, extraordinary in nature, to individuals who may be

40.

No Entitlement for Claims or Compensation. Participant understands that the Company has unilaterally,

within the first nine months of each calendar year.

Dirección General de Comercio Internacional e Inversiones about the development of the investment in non-resident entities by,

share capital of the Company or in the value of such stake), Participant will have to make an annual declaration to the Spanish

39.

In the event that the Shares acquired pursuant to this Plan exceed certain thresholds (whether in the stake in the

provided to the Ministry of Economy and Competitiveness for statistical purposes only.

de Comercio Internacional e Inversiones within the following month to the date of acquisition of the Shares. This declaration is

38.

Exchange Control Information. Participant must declare the acquisition of Shares to the Spanish Dirección General

Shares subject to the PSUs have been issued and the Participant has become the record owner of such Shares.

the rights of a stockholder or Dividend Equivalents with respect to the Shares subject to the PSUs, except to the extent and until the

37.

No Stockholders Rights. Neither the Participant nor any other person entitled to exercise the PSUs will have any of

responsibility of the Participant.

adverse consequences for the Participant arising in connection with the withholding procedures described above shall be the sole

Applicable Law; and (ii) once made, the election shall be irrevocable as to the particular Shares for which the election is made. Any

the election must be made on or prior to the date when the amount of tax to be withheld is to be determined pursuant to the

be made in writing by the Participant in a form acceptable to the Administrator and shall be subject to the following restrictions: (i)

Participant to satisfy the withholding amounts referred to above by means of a cash payment. Request for such cash payment shall

36.

In the absolute discretion of the Administrator, the Company or the Relevant Subsidiary may authorize the

result in adverse financial accounting consequences for the Company or any of its Subsidiaries).

withholding rates for tax purposes, in accordance with Applicable Law to such taxable income (or such other amount as would not

pursuant to the Applicable Law, no greater than the aggregate amount of such liabilities based on the maximum statutory

number of Shares which have a fair market value, determined on the date when the amount of tax to be withheld is to be determined

respect to any taxable event arising as a result of any PSUs. The number of Shares which may be so withheld shall be limited to the

sufficient for the Company or the Relevant Subsidiary to cover an amount required by law to be withheld or otherwise arising with

agrees that the Company or the Relevant Subsidiary may withhold Shares otherwise issuable upon the settlement of the PSUs,

laws and social security, and will be entitled to take any action necessary to effectuate such compliance. The Participant hereby

Employee (the “Relevant Subsidiary”), in accordance with the terms of the Plan, will comply with all applicable withholding tax

35.

Withholding. Whenever the PSUs are vested, the Company or its relevant subsidiary in which the Participant is an

transfer a PSU will be ineffective and may result in the Company terminating the PSUs.

Shares underlying the PSUs have been issued, and all restrictions applicable to such Shares have lapsed. Any effort to assign or

34.

Non-transferability of PSUs. The PSUs may neither be sold, pledged, assigned nor transferred unless and until the

resident in Spain are subject to the following additional conditions:

Notwithstanding any other provisions of the Plan, PSUs granted under this Country Schedule for Spain to Participants

labour and securities law purposes.

granting PSUs which are intended to be granted to Spanish Employees and corporate officers who are resident in Spain for tax,

The provisions of this Country Schedule for Spain provide additional definitions and conditions for the purpose of

SPAIN

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public

discretion of said Courts and (b) not considered contrary to the public order or good morals of the people of Thailand. The scope of

Thai court and applied to the extent to which such law is (a) proven to the satisfaction of the Courts which satisfaction is within the

2.

Governing Law. Choice of Law: The choice of law to be the laws of the State of Delaware will be recognized in the

receipt will only be deemed to be given on the next working day in that place.

A notice given in accordance with the above but received on a non-working day or after business hours in the place of

(b)

if by facsimile, when received in legible form.

(a)

if by letter, when delivered personally or on actual receipt; and

be sufficiently given or made by way of the following:

Any document, notice or demand required or permitted to be given or made by any of the parties hereto shall be deemed to

Company, or to such other address as either may designate to the other in writing.

other person entitled to receive the PSUs) will be addressed to such person at the Participant’s address now on file with the

TechnipFMC plc, John T. Gremp Campus, 13450 Lockwood Road, Houston, Texas 77044, and any notice to the Participant (or

1.

Notice. Any notice to the Company provided for in this Agreement shall be addressed to it in case of its Secretary,

THAILAND

Provision of the Spanish Social Security Act (“Ley General de Seguridad Social”).

either party, at a time the Participant reaches the ordinary retirement age as determined in Article 205 and Seventh Transitory

(c)

“Retirement” means termination of the Participant’s employment contract and/or service agreement, by

mutandis to a corporate officer.

shall be that set forth in the relevant services agreement and, otherwise, the same as that set forth in the Agreement, adapted mutatis

executives. For corporate officers (“consejeros ejecutivos”) not holding an employment status, the definition of “Good Reason”

sections (a), (b) or (c) of Royal Decree 1382/1985, of 1 August 1985, governing the special employment relationship of senior

Spanish Workers’ Statute. For senior executives (altos directivos), the termination based on the grounds set forth in Article 10.3,

(b)

“Good Reason” means, for an Employee, termination based on the grounds set forth in Article 50 of the

regulated in Article 54 of the Spanish Workers’ Statute.

(a)

“Detrimental Activity” means the Participant incurring in any of the grounds for disciplinary dismissal

41.

Definitions. For all purposes of this Agreement and the Plan the following defined terms shall apply:

conditions not be met for any reason, then PSUs shall be null and void.

thus, Participant acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the

Participant understands that this grant would not be made to Participant but for the assumptions and conditions referred to above;

be entitled to continue vesting the PSUs once Participant’s service with the Company or the relevant Subsidiary ceases. In addition,

other payment whatsoever. Further, unless otherwise expressly provided in the Plan, Participant understands that Participant will not

benefits (pensión o prestación de jubilación), compensation for early retirement (compensación por prejubilación), damages or any

non-compete covenant (no concurrencia), bonus for length of services (bonus por antigüedad), pension or retirement related

de regulación de empleo) or for termination of services (finalización de servicios), gratuity (gratificación), compensation under any

due in the event of resignation (dimisión) or dismissal (despido), compensation under any collective dismissal scheme (expediente

be considered for the purposes of determining any severance pay (indemnización por despido o cese) or compensation otherwise

PSUs may not increase in value and that, in any event, are not part of Participant’s ordinary or expected compensation, and shall not

understands that the PSUs are granted on the assumption and condition that PSUs and the Shares issued pursuant to vesting of the

38

(“ITEPA”) that, for relevant tax purposes, the

the Shares) join with his/her Employer in electing, pursuant to Section 431(1) of the Income Tax (Earnings and Pensions) Act 2003

7.

Election. Participant undertakes that, upon request by the Company, he/she will (on or within 14 days of acquiring

Participant has satisfied this obligation.

and/or the acquisition of the Shares by the Participant. The Company shall not be required to issue, allot or transfer Shares until

Company may require for the satisfaction of any Tax Liability that may arise in connection with the grant or vesting of the Awards

6.

Tax Liability. PSUs will not vest or be acquired by Participant until Participant has made such arrangements as the

to as a “Taxable Event”)).

the Shares ceasing to apply to the Shares or otherwise being varied, or (4) the disposal of any Shares (each of those events referred

grant and/or vesting of the PSUs; (2) the acquisition by Participant of the Shares (3) any or all of the restrictions that apply to any of

Contributions (or other similar obligations to pay tax and social security wherever in the world arising) that is attributable to (1) the

liability for income tax, employee’s National Insurance contributions and (at the discretion of the Company) employer’s National

his/her Employer, if different, from and against any liability for or obligation to pay any Tax Liability (a “Tax Liability” being any

5.

Tax Indemnity. Participant agrees to indemnify and keep indemnified the Company, any Subsidiary, any Parent and

PSUs. Other Eligible Individuals who are not Employees are not eligible to receive PSUs in the United Kingdom.

Plan with the exception that in the United Kingdom only Employees of the Company or any Subsidiaries are eligible to be granted

Subsidiaries who are based in the United Kingdom will be granted on similar terms. This Agreement incorporates the terms of the

Kingdom based Employees of the Company and any Subsidiaries. All Awards granted to Employees of the Company or any

The Agreement together with these UK specific terms form the rules of the employee share scheme applicable to the United

UNITED KINGDOM

This Agreement does not form part of the Participant’s employment for any purposes whatsoever.

arbitration shall be English.

be one. The seat, or legal place, of arbitration shall be Dubai International Financial Centre The language to be used in the

LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall

existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC –

4.

Jurisdiction. Any dispute arising out of or in connection with this Agreement, including any question regarding its

other contract of whatsoever nature within the territory of the United Arab Emirates.

information contained in this Agreement and the Plan is not intended to lead to the issue of any securities or the conclusion of any

provided to any person other than the original recipient and may not be reproduced or used for any other purpose. Further, the

issued from outside the United Arab Emirates to a limited number of Employees of a Subsidiary of the Company and must not be

Commodities Authority or any other licensing authority or governmental agencies in the United Arab Emirates. This offer is being

confidential and the terms of the Agreement and the Plan have not been reviewed by, deposited or registered with the Securities and

other relevant licensing authorities or governmental agencies in the United Arab Emirates. This Agreement is strictly private and

3.

Disclaimer. This Agreement has not been approved or licensed by the Securities and Commodities Authority or any

tax, labour or securities law purposes.

purpose of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in the UAE for

The provisions of this Country Schedule for United Arab Emirates provide additional definitions and conditions for the

UNITED ARAB EMIRATES

order and good morals of the people of Thailand are issues to be interpreted by the Supreme Court of Thailand.

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preceding.

site, facility, or office at which the Participant had work activity for the Company or any Subsidiary in the one-year period

Company or any Subsidiary in the one-year period preceding, or (C) in which the Company or any Subsidiary had a work site, job

obtained Confidential Information during his/her employment; (B) the Participant had a customer or service assignment for the

Company or a Subsidiary that employs the Participant has customers or service assignments about which Participant received or

(b)

“Restricted Area” means each country, territory, county, borough, or equivalent thereof in which (A) the

eligible to receive a state pension in the UK.

(a)

“Retirement” means the termination of the Participant’s employment at the age when he or she becomes

9.

For the purposes of this Agreement and the Plan, the following defined term applies:

person to whom it has been specifically addressed.

Agreement is strictly confidential and is not for distribution to, and may not be acted upon by, any other person other than the

determined as having regard to the Participant’s circumstances as an Employee of the Company or one of its Subsidiaries. This UK

Kingdom and is being directed at the Participant because the offer to which this UK Agreement and the Plan relate has been

it been approved by, an authorised person within the meaning of the Financial Services and Markets Act 2000 of the United

8.

Acknowledgement. Participant acknowledges that neither this UK Agreement nor the Plan has been issued, nor has

and Sections 425 to 430 (inclusive) of ITEPA are not to apply to such Shares.

market value of the Shares acquired on Vesting of the PSUs on any occasion will be calculated as if the Shares were not restricted

(Principal Executive Officer)

Executive Chairman and Chief Executive Officer

Douglas J. Pferdehirt

/s/ DOUGLAS J. PFERDEHIRT

Date: April 27, 2023

internal control over financial reporting.

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s

and

are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information;

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which

functions):

reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent

5.

The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial

affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially

(d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the

such evaluation; and

about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on

(c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions

financial statements for external purposes in accordance with generally accepted accounting principles;

under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed

known to us by others within those entities, particularly during the period in which this report is being prepared;

our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under

13a-15(f) and 15d-15(f)) for the registrant and have:

defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules

4.

The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as

respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

3.

Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material

period covered by this report;

make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the

2.

Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to

1.

I have reviewed this quarterly report on Form 10-Q for the period ended March 31, 2023 of TechnipFMC plc (the “registrant”);

I, Douglas J. Pferdehirt, certify that:

OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

PURSUANT TO RULE 13A-14(A) AND RULE 15D-14(A)

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

Exhibit 31.1

(Principal Financial Officer)

Executive Vice President and Chief Financial Officer

Alf Melin

/s/ ALF MELIN

Date: April 27, 2023

internal control over financial reporting.

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s

and

are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information;

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which

functions):

reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent

5.

The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial

affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially

(d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the

such evaluation; and

about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on

(c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions

financial statements for external purposes in accordance with generally accepted accounting principles;

under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed

known to us by others within those entities, particularly during the period in which this report is being prepared;

our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under

13a-15(f) and 15d-15(f)) for the registrant and have:

defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules

4.

The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as

respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

3.

Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material

period covered by this report;

make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the

2.

Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to

1.

I have reviewed this quarterly report on Form 10-Q for the period ended March 31, 2023 of TechnipFMC plc (the “registrant”);

I, Alf Melin, certify that:

OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

PURSUANT TO RULE 13A-14(A) AND RULE 15D-14(A)

CERTIFICATION OF CHIEF FINANCIAL OFFICER

Exhibit 31.2

(Principal Executive Officer)

Executive Chairman and Chief Executive Officer

Douglas J. Pferdehirt

/s/ DOUGLAS J. PFERDEHIRT

Date: April 27, 2023

Company.

(b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the

and

Commission (the “Report”), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended;

(a) The Quarterly Report on Form 10-Q of the Company for the period ended March 31, 2023, as filed with the Securities and Exchange

U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

I, Douglas J. Pferdehirt, Executive Chairman and Chief Executive Officer of TechnipFMC plc (the “Company”), do hereby certify, pursuant to 18

ACT OF 2002, 18 U.S.C. SECTION 1350

UNDER SECTION 906 OF THE SARBANES-OXLEY

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

Exhibit 32.1

(Principal Financial Officer)

Executive Vice President and Chief Financial Officer

Alf Melin

/s/ ALF MELIN

Date: April 27, 2023

Company.

(b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the

and

Commission (the “Report”), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended;

(a) The Quarterly Report on Form 10-Q of the Company for the period ended March 31, 2023, as filed with the Securities and Exchange

Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

I, Alf Melin, Executive Vice President and Chief Financial Officer of TechnipFMC plc (the “Company”), do hereby certify, pursuant to 18 U.S.C.

ACT OF 2002, 18 U.S.C. SECTION 1350

UNDER SECTION 906 OF THE SARBANES-OXLEY

CERTIFICATION OF CHIEF FINANCIAL OFFICER

Exhibit 32.2