

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-Q

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

For the quarterly period ended March 31, 2021

or

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

For the transition period from to .

Commission File Number: 001-37983

TechnipFMC plc

(Exact name of registrant as specified in its charter)

United Kingdom

(State or other jurisdiction of incorporation or organization)

98-1283037

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

One St. Paul's Churchyard  
London

United Kingdom

(Address of principal executive offices)

EC4M 8AP

(Zip Code)

+44 203-429-3950

(Registrant's telephone number, including area code)

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

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Ordinary shares, \$1.00 par value per share	FTI	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None.

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 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 90 days. 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-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 is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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

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

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

Class	Outstanding at April 30, 2021
Ordinary shares, \$1.00 par value per share	450,668,293

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## CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q of TechnipFMC plc (the “Company,” “we,” “us,” or “our”) contains “forward-looking statements” as defined in Section 27A of the United States Securities Act of 1933, as amended, and Section 21E of the United States Securities Exchange Act of 1934, as amended (the “Exchange Act”). Forward-looking statements usually relate to future events and anticipated revenues, earnings, cash flows or other aspects of our operations or operating results. Forward-looking statements are often identified by the words “believe,” “expect,” “anticipate,” “plan,” “intend,” “foresee,” “should,” “would,” “could,” “may,” “estimate,” “outlook” and similar expressions, including the negative thereof. The absence of these words, however, does not mean that the statements are not forward-looking. These forward-looking statements are based on our current expectations, beliefs and assumptions concerning future developments and business conditions and their potential effect on us. While management believes that these forward-looking statements are reasonable as and when made, there can be no assurance that future developments affecting us will be those that we anticipate.

All of our forward-looking statements involve risks and uncertainties (some of which are significant or beyond our control) and assumptions that could cause actual results to differ materially from our historical experience and our present expectations or projections. Known material factors that could cause actual results to differ materially from those contemplated in the forward-looking statements include those set forth in Part II, Item 1A, “Risk Factors” and elsewhere of this Quarterly Report on Form 10-Q, as well as the following:

### ***Risks related to Our Business and Industry***

- demand for our products and services, which depends on oil and gas industry activity and expenditure levels that are directly affected by trends in demand for and price of crude oil and natural gas;
- unanticipated changes relating to competitive factors in our industry, including ongoing industry consolidation;
- our ability to develop, implement, and protect new technologies and services, as well as our ability to protect and maintain critical intellectual property assets;
- the cumulative loss of major contracts, customers, or alliances;
- risks associated with the COVID-19 pandemic, the United Kingdom's withdrawal from the European Union, disruptions in the political, regulatory, economic, and social conditions of the countries in which we conduct business;
- risks associated with The Depository Trust Company and Euroclear for clearance services for shares traded on the New York Stock Exchange (the “NYSE”) and the Euronext Paris Stock Exchange, respectively;
- our existing and future debt, which may limit cash flow available to invest in the ongoing needs of our business and could prevent us from fulfilling our obligations under our outstanding debt;
- a downgrade in our debt rating, which could restrict our ability to access the capital markets;
- risks related to our acquisition and divestiture activities;

### ***Risks related to Our Operations***

- risks related to our fixed price contracts, such as cost overruns;
- risks related to capital asset construction projects for vessels and manufacturing facilities, such as delays and cost overruns;

- our ability to timely deliver our backlog and its effect on our future sales, profitability, and customer relationships;
- our reliance on subcontractors, suppliers and joint venture partners in the performance of our contracts;
- failure of our information technology infrastructure, including as a result of cyber-attacks, and actual or perceived failure to comply with data security and privacy obligations;
- piracy risks for our maritime employees and assets;

***Risks related to Legal Proceedings, Tax, and Regulatory Matters***

- potential liabilities arising out of the installation or use of our products, which may not be covered by insurance or may be in excess of policy limits, of for which expected recoveries may not be realized;
- U.S. and international laws and regulations, including those related to environmental protection and climate change, health and safety, privacy, data protection and data security, labor and employment, import/export controls, currency change, bribery and corruption, and taxation, that may increase our costs, limit the demand for our products and services or restrict our operations;
- risks associated with being an English public limited company, including the need to meet certain additional financial requirements before we may declare dividends or repurchase shares and shareholder approval of certain capital structure decisions, which may limit our flexibility to manage our capital;
- the outcome of uninsured claims and litigation against us;
- risks associated with tax liabilities, changes in U.S. federal or international tax laws or interpretations to which we are subject; and

***Risks related to the Spin-off and the Related Transactions***

- future liabilities related to the Spin-off (as defined herein) or our inability to achieve some or all of the anticipated benefits;
- risks associated with being a significant shareholder in Technip Energies N.V. ("Technip Energies"), including potential fluctuation in the value of our investment in Technip Energies;

***General Risk Factors***

- our ability to hire and/or retain the services of key managers and employees;
- the potential impacts of seasonal and weather conditions;
- currency exchange rate fluctuations associated with our international operations;
- such other risk factors as set forth in our filings with the U.S. Securities and Exchange Commission and in our filings with the Autorité des marchés financiers.

We caution you not to place undue reliance on any forward-looking statements, which speak only as of the date hereof. We undertake no obligation to publicly update or revise any of our forward-looking statements after the date they are made, whether as a result of new information, future events or otherwise, except to the extent required by law.

PART I — FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES  
CONDENSED CONSOLIDATED STATEMENTS OF INCOME (UNAUDITED)

(In millions, except per share data)	Three Months Ended March 31,	
	2021	2020
<b>Revenue</b>		
Service revenue	\$ 826.2	\$ 773.6
Product revenue	773.0	758.0
Lease revenue	32.8	51.0
<b>Total revenue</b>	<b>1,632.0</b>	<b>1,582.6</b>
<b>Costs and expenses</b>		
Cost of service revenue	743.8	704.4
Cost of product revenue	671.2	661.7
Cost of lease revenue	26.2	38.0
Selling, general and administrative expense	147.6	195.3
Research and development expense	16.5	25.4
Impairment, restructuring and other expenses (Note 16)	25.5	3,199.1
<b>Total costs and expenses</b>	<b>1,630.8</b>	<b>4,823.9</b>
Other income (expense), net	35.6	(7.9)
Income from equity affiliates (Note 11)	7.7	21.1
Income from investment in Technip Energies (Note 11)	470.1	—
<b>Income (loss) before net interest expense and income taxes</b>	<b>514.6</b>	<b>(3,228.1)</b>
Interest income	4.1	9.8
Interest expense	(38.6)	(32.8)
Loss on early extinguishment of debt	(23.5)	—
<b>Income (loss) before income taxes</b>	<b>456.6</b>	<b>(3,251.1)</b>
Provision (benefit) for income taxes (Note 18)	24.5	(23.2)
<b>Income (loss) from continuing operations</b>	<b>432.1</b>	<b>(3,227.9)</b>
Income from continuing operations attributable to non-controlling interests	(1.8)	(6.9)
<b>Income (loss) from continuing operations attributable to TechnipFMC plc</b>	<b>430.3</b>	<b>(3,234.8)</b>
Income (loss) from discontinued operations	(60.2)	(17.8)
Income from discontinued operations attributable to non-controlling interests	(1.9)	(3.5)
<b>Net income (loss) attributable to TechnipFMC plc</b>	<b>\$ 368.2</b>	<b>\$ (3,256.1)</b>
Earnings (loss) per share from continuing operations attributable to TechnipFMC plc		
Basic	\$ 0.96	\$ (7.23)
Diluted	\$ 0.95	\$ (7.23)
Earnings (loss) per share from discontinued operations attributable to TechnipFMC plc		
Basic and diluted	\$ (0.14)	\$ (0.05)
Total earnings (loss) per share attributable to TechnipFMC plc		
Basic	\$ 0.82	\$ (7.28)
Diluted	\$ 0.81	\$ (7.28)
Weighted average shares outstanding (Note 6)		
Basic	449.7	447.5
Diluted	451.1	447.5

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

**TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)**

(In millions)	Three Months Ended March 31,	
	2021	2020
Net income (loss) attributable to TechnipFMC plc	\$ 368.2	\$ (3,256.1)
Income from continuing operations attributable to non-controlling interests	(1.8)	(6.9)
Income from discontinued operations attributable to non-controlling interests	(1.9)	(3.5)
<b>Net Income (loss) attributable to TechnipFMC plc, including non-controlling interest</b>	<b>371.9</b>	<b>(3,245.7)</b>
Foreign currency translation adjustments <sup>(a)</sup>	(28.1)	(217.9)
<i>Net losses on hedging instruments</i>		
Net losses arising during the period	(14.5)	(89.3)
Reclassification adjustment for net (gains) losses included in net income	(2.7)	0.1
<b>Net losses on hedging instruments<sup>(b)</sup></b>	<b>(17.2)</b>	<b>(89.2)</b>
<i>Pension and other post-retirement benefits</i>		
Net gains (losses) arising during the period	3.5	(0.7)
Reclassification adjustment for amortization of prior service cost included in net loss	0.1	0.3
Reclassification adjustment for amortization of net actuarial loss included in net loss	4.8	2.2
<b>Net pension and other postretirement benefits<sup>(c)</sup></b>	<b>8.4</b>	<b>1.8</b>
Other comprehensive income (loss), net of tax	(36.9)	(305.3)
<b>Comprehensive income (loss)</b>	<b>335.0</b>	<b>(3,551.0)</b>
Comprehensive (income) loss attributable to non-controlling interest	(3.8)	0.7
<b>Comprehensive income (loss) attributable to TechnipFMC plc</b>	<b>\$ 331.2</b>	<b>\$ (3,550.3)</b>

(a) Net of income tax benefit of nil and nil for the three months ended March 31, 2021 and 2020, respectively.

(b) Net of income tax benefit of \$4.9 million and \$22.5 million for the three months ended March 31, 2021 and 2020, respectively.

(c) Net of income tax expense of \$(2.1) million and \$(0.6) million for the three months ended March 31, 2021 and 2020, respectively.

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

**TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES**  
**CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)**

(In millions, except par value data)	March 31, 2021	December 31, 2020
<b>Assets</b>		
Cash and cash equivalents	\$ 752.8	\$ 1,269.2
Trade receivables, net of allowances of \$38.5 in 2021 and \$40.2 in 2020	1,046.4	987.1
Contract assets, net of allowances of \$1.1 in 2021 and \$2.4 in 2020	1,008.7	934.1
Inventories, net (Note 8)	1,164.8	1,252.8
Derivative financial instruments (Note 19)	203.5	268.7
Income taxes receivable	131.6	276.8
Advances paid to suppliers	80.6	96.3
Other current assets (Note 9)	625.8	662.9
Investment in Technip Energies	1,249.0	—
Current assets of discontinued operations	—	5,696.8
<b>Total current assets</b>	<b>6,263.2</b>	<b>11,444.7</b>
Investments in equity affiliates	316.9	305.5
Property, plant and equipment, net of accumulated depreciation of \$2,400.6 in 2021 and \$2,154.2 in 2020	2,690.8	2,744.7
Operating lease right-of-use assets	750.5	784.9
Finance lease right-of-use assets	51.5	27.5
Intangible assets, net of accumulated amortization of \$422.8 in 2021 and \$493.1 in 2020	832.7	851.3
Deferred income taxes	57.3	49.4
Derivative financial instruments (Note 19)	35.3	29.2
Other assets	167.3	161.8
Non-current assets of discontinued operations	—	3,293.6
<b>Total assets</b>	<b>\$ 11,165.5</b>	<b>\$ 19,692.6</b>
<b>Liabilities and equity</b>		
Short-term debt and current portion of long-term debt (Note 13)	\$ 96.8	\$ 624.7
Operating lease liabilities	161.6	195.5
Finance lease liabilities	51.1	26.9
Accounts payable, trade	1,247.9	1,195.2
Contract liabilities	892.5	1,045.7
Accrued payroll	178.4	186.8
Derivative financial instruments (Note 19)	172.5	157.5
Income taxes payable	84.9	61.5
Other current liabilities (Note 9)	985.6	800.1
Current liabilities of discontinued operations	—	6,121.3
<b>Total current liabilities</b>	<b>3,871.3</b>	<b>10,415.2</b>
Long-term debt, less current portion (Note 13)	2,434.3	2,835.5
Operating lease liabilities, less current portion	656.4	632.8
Deferred income taxes	60.7	79.3
Accrued pension and other post-retirement benefits, less current portion	248.9	268.4
Derivative financial instruments (Note 19)	34.2	18.8
Other liabilities	119.6	103.3
Non-current liabilities of discontinued operations	—	1,081.3
<b>Total liabilities</b>	<b>7,425.4</b>	<b>15,434.6</b>
Commitments and contingent liabilities (Note 17)		
<b>Mezzanine equity</b>		
Redeemable non-controlling interest	44.6	43.7
<b>Stockholders' equity (Note 14)</b>		
Ordinary shares, \$1.00 par value; 618.3 shares authorized in 2021 and 2020; 449.8 shares and 449.5 shares issued and outstanding in 2021 and 2020, respectively	449.8	449.5
Capital in excess of par value of ordinary shares	9,152.1	10,242.4
Accumulated deficit	(4,547.0)	(4,915.2)
Accumulated other comprehensive loss	(1,400.8)	(1,622.5)
<b>Total TechnipFMC plc stockholders' equity</b>	<b>3,654.1</b>	<b>4,154.2</b>
Non-controlling interests	41.4	40.4
Non-controlling interests of discontinued operations	—	19.7
<b>Total equity</b>	<b>3,695.5</b>	<b>4,214.3</b>
<b>Total liabilities and equity</b>	<b>\$ 11,165.5</b>	<b>\$ 19,692.6</b>

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

**TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)**

(In millions)	Three Months Ended March 31,	
	2021	2020
<i>Cash provided (required) by operating activities</i>		
Net income (loss) from continuing operations	\$ 432.1	\$ (3,227.9)
<i>Adjustments to reconcile income (loss) from continuing operations to cash provided (required) by operating activities</i>		
Depreciation	71.1	78.4
Amortization	24.1	25.5
Impairments	18.8	3,188.0
Employee benefit plan and share-based compensation costs	4.7	16.3
Deferred income tax benefit, net	(31.9)	(58.7)
Income from investment in Technip Energies	(470.1)	—
Unrealized loss on derivative instruments and foreign exchange	(5.5)	92.6
Income from equity affiliates, net of dividends received	(7.7)	(22.1)
Loss on early extinguishment of debt	23.5	—
Other	(0.1)	(5.1)
<i>Changes in operating assets and liabilities, net of effects of acquisitions</i>		
Trade receivables, net and contract assets	(165.6)	38.3
Inventories, net	66.0	(29.1)
Accounts payable, trade	84.8	(56.9)
Contract liabilities	(132.9)	50.3
Income taxes payable (receivable), net	165.3	43.4
Other current assets and liabilities, net	100.7	(676.7)
Other noncurrent assets and liabilities, net	4.2	103.9
<b>Cash provided (required) by operating activities from continuing operations</b>	<b>181.5</b>	<b>(439.8)</b>
<b>Cash provided by operating activities from discontinued operations</b>	<b>66.3</b>	<b>467.7</b>
<b>Cash provided by operating activities</b>	<b>247.8</b>	<b>27.9</b>
<i>Cash provided (required) by investing activities</i>		
Capital expenditures	(44.2)	(75.5)
Proceeds from sale of debt securities	24.2	—
Cash received from divestiture	—	2.5
Proceeds from sale of assets	4.4	7.1
Proceed from sale of investment in Technip Energies	100.0	—
Advances from BPI	100.0	—
Proceeds from repayment of advances to joint venture	12.5	—
Other	—	1.9
<b>Cash provided (required) by investing activities from continuing operations</b>	<b>196.9</b>	<b>(64.0)</b>
<b>Cash required by investing activities from discontinued operations</b>	<b>(4.5)</b>	<b>(9.5)</b>
<b>Cash provided (required) by investing activities</b>	<b>192.4</b>	<b>(73.5)</b>
<i>Cash provided (required) by financing activities</i>		
Net increase in short-term debt	6.2	73.6
Net decrease in commercial paper	(953.1)	(309.2)
Proceeds from revolving credit facility	200.0	500.0
Proceeds from issuance of long-term debt	1,000.0	—
Repayments of long-term debt	(1,065.8)	—
Payments for debt issuance costs	(53.5)	—
Payments related to taxes withheld on share-based compensation	—	(3.2)
Cash paid for finance leases	(0.4)	—
<b>Cash provided (required) by financing activities from continuing operations</b>	<b>(866.6)</b>	<b>261.2</b>
<b>Cash provided (required) by financing activities from discontinued operations</b>	<b>(79.1)</b>	<b>(458.2)</b>
<b>Cash required by financing activities</b>	<b>(945.7)</b>	<b>(197.0)</b>
Effect of changes in foreign exchange rates on cash and cash equivalents	(10.9)	(9.7)
Decrease in cash and cash equivalents	(516.4)	(252.3)
Cash and cash equivalents, beginning of period	1,269.2	1,188.0
Cash and cash equivalents, end of period	\$ 752.8	\$ 935.7

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



**TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY (UNAUDITED)**  
**THREE MONTHS ENDED MARCH 31, 2021 and 2020**

(In millions)	Ordinary Shares	Capital in Excess of Par Value of Ordinary Shares	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Non-controlling Interest	Total Stockholders' Equity
<b>Balance as of December 31, 2019</b>	447.1	10,182.8	(1,563.1)	(1,407.5)	28.8	7,688.1
Adoption of accounting standards (Note 3)	—	—	(7.8)	—	—	(7.8)
Net income (loss)	—	—	(3,256.1)	—	10.4	(3,245.7)
Other comprehensive loss	—	—	—	(294.2)	(11.1)	(305.3)
Issuance of ordinary shares	1.2	(7.6)	—	—	—	(6.4)
Cash dividends declared (\$0.13 per share)	—	—	(59.2)	—	—	(59.2)
Share-based compensation (Note 15)	—	21.6	—	—	—	21.6
Other	—	—	(0.8)	—	0.3	(0.5)
<b>Balance as of March 31, 2020</b>	<u>448.3</u>	<u>10,196.8</u>	<u>(4,887.0)</u>	<u>(1,701.7)</u>	<u>28.4</u>	<u>4,084.8</u>
<b>Balance as of December 31, 2020</b>	449.5	10,242.4	(4,915.2)	(1,622.5)	60.1	4,214.3
Net income (loss)	—	—	368.2	—	3.7	371.9
Other comprehensive loss	—	—	—	(37.0)	0.1	(36.9)
Issuance of ordinary shares	0.3	—	—	—	—	0.3
Share-based compensation (Note 15)	—	3.4	—	—	—	3.4
Spin-off of Technip Energies (Note 2)	—	(1,093.7)	—	258.7	(19.9)	(854.9)
Other	—	—	—	—	(2.6)	(2.6)
<b>Balance as of March 31, 2021</b>	<u>449.8</u>	<u>9,152.1</u>	<u>(4,547.0)</u>	<u>(1,400.8)</u>	<u>41.4</u>	<u>3,695.5</u>

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

**TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

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

The accompanying unaudited condensed consolidated financial statements of TechnipFMC plc and its consolidated subsidiaries ("TechnipFMC", the "Company," "we," "us," or "our") have been prepared in accordance with United States generally accepted accounting principles ("GAAP") and rules and regulations of the Securities and Exchange Commission ("SEC") pertaining to interim financial information. As permitted under those rules, certain footnotes or other financial information that are normally required by GAAP have been condensed or omitted. These unaudited condensed consolidated financial statements should be read together with our audited consolidated financial statements contained in our Annual Report on Form 10-K ("Form 10-K") for the year ended December 31, 2020.

Our accounting policies are in accordance with GAAP. The preparation of financial statements in conformity with these accounting principles requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Ultimate results could differ from our estimates.

In the opinion of management, the accompanying unaudited condensed consolidated financial statements reflect all adjustments, consisting of normal recurring adjustments, as well as adjustments to our financial position pursuant to a business combination, necessary for a fair statement of our financial condition and operating results as of and for the periods presented. Revenue, expenses, assets and liabilities can vary during each quarter of the year. Therefore, the results and trends in these financial statements may not be representative of the results that may be expected for the year ending December 31, 2021.

**NOTE 2. DISCONTINUED OPERATIONS**

***The Spin-off***

On February 16, 2021, we completed our separation into two independent publicly traded companies: TechnipFMC, a fully integrated technology and service provider, and Technip Energies, a leading engineering and technology player ("Technip Energies"). The transaction was structured as a spin-off (the "Spin-off"), which occurred by way of a pro rata dividend (the "Distribution") to our shareholders of 50.1 percent of the outstanding shares in Technip Energies N.V. Each of our shareholders received one ordinary share of Technip Energies N.V. for every five ordinary shares of TechnipFMC held at 5:00 p.m., Eastern Standard time on the record date, February 17, 2021. Technip Energies N.V. is now an independent public company and its shares trade under the ticker symbol "TE" on the Euronext Paris Stock Exchange.

In connection with the Spin-off, TechnipFMC and Technip Energies entered into a separation and distribution agreement, as well as various other agreements, including among others a tax matters agreement, an employee matters agreement and a transition services agreement and certain agreements relating to intellectual property. These agreements provide for the allocation between TechnipFMC and Technip Energies of assets, employees, liabilities and obligations attributable to periods prior to, at and after the Spin-off.

***Discontinued Operations***

The Spin-off represented a strategic shift that will have a major impact to our operations and consolidated financial statements, accordingly Technip Energies has been presented as discontinued operations in the consolidated statements of income, consolidated balance sheets and the consolidated statements of cash flows. Therefore, the results of Technip Energies were presented as discontinued operations for the three months ended March 31, 2021 and 2020 including the historical results of Technip Energies prior to the Distribution on February 16, 2021. Our condensed consolidated balance sheets, condensed consolidated statements of income, condensed consolidated statements of cash flows and notes to the condensed consolidated financial statements have been updated to reflect continuing operations only.

The following table summarizes the components of income from discontinued operations, net of tax:

(In millions)	Three Months Ended March 31,	
	2021	2020
Revenue	\$ 906.0	\$ 1,547.7
Costs and expenses	889.3	1,442.4
Other income and interest expense, net	(18.6)	(62.2)
<b>Income (loss) from discontinued operations before income taxes</b>	<b>\$ (1.9)</b>	<b>\$ 43.1</b>
<b>Income (loss) from discontinued operations, net of income taxes</b>	<b>\$ (60.2)</b>	<b>\$ (17.8)</b>

Assets and liabilities of discontinued operations are summarized below:

(In millions)	December 31, 2020
<b>Assets</b>	
Cash and cash equivalents	\$ 3,538.6
Trade receivables, net of allowances	1,302.7
Contract assets	333.5
Other current assets	522.0
Total current assets of discontinued operations	5,696.8
Property, plant and equipment, net of accumulated depreciation	117.1
Goodwill	2,512.5
Other assets	664.0
Total non-current assets of discontinued operations	3,293.6
<b>Total assets of discontinued operations</b>	<b>\$ 8,990.4</b>
<b>Liabilities</b>	
Accounts payable, trade	\$ 1,545.1
Contract liabilities	3,690.4
Other current liabilities	885.8
Total current liabilities of discontinued operations	6,121.3
Long-term debt, less current portion	482.2
Operating lease liabilities	248.2
Other liabilities	350.9
Total non-current liabilities of discontinued operations	1,081.3
<b>Total liabilities of discontinued operations</b>	<b>\$ 7,202.6</b>

On February 16, 2021, all assets and liabilities of Technip Energies were spun-off, therefore, as of March 31, 2021, there were no assets and liabilities classified as discontinued operations.

### NOTE 3. NEW ACCOUNTING STANDARDS

#### **Recently Adopted Accounting Standards under GAAP**

In August 2018, the FASB issued ASU No. 2018-14, "Compensation—Retirement Benefits—Defined Benefit Plans—General (Subtopic 715-20): Disclosure Framework—Changes to the Disclosure Requirements for Defined Benefit Plans." This update amends ASC 715 to add, remove, and clarify disclosure requirements related to defined benefit pension and other post-retirement plans. We adopted this amendment as of January 1, 2021, which did not have a material impact on our condensed consolidated financial statements.

In December 2019, the FASB issued ASU No. 2019-12, *"Income Taxes to Topic 740—Simplifying the Accounting for Income Taxes."* The amendments simplify the accounting for income taxes by removing certain exceptions to the general principles in Topic 740. This update also improves and simplifies areas of generally accepted accounting principles (GAAP) for which cost and complexity can be reduced while maintaining or improving the usefulness of the information provided to users of financial statements. We adopted this amendment as of January 1, 2021, which did not have a material impact on our condensed consolidated financial statements.

In January 2020, the FASB issued ASU No. 2020-01, *"Investments—Equity Securities (Topic 321)," "Investments—Equity Method and Joint Ventures (Topic 323)," and "Derivatives and Hedging (Topic 815)—Clarifying the Interactions between Topic 321, Topic 323, and Topic 815,"* and made targeted improvements to address certain aspects of accounting for financial instruments. This update clarifies that a company should consider observable transactions that require a company to either apply or discontinue the equity method of accounting under *Topic 323, Investments—Equity Method and Joint Ventures*, for the purposes of applying the measurement alternative in accordance with *Topic 321* immediately before applying or upon discontinuing the equity method. The new ASU also clarifies that, when determining the accounting for certain forward contracts and purchased options, a company should not consider whether underlying securities would be accounted for under the equity method or fair value option upon settlement or exercise. We adopted this amendment as of January 1, 2021, which did not have a material impact on our condensed consolidated financial statements.

In October 2020, the FASB issued ASU No. 2020-10, *"Codification Improvements."* The amendments in this update improve consistency by amending the accounting standards codification (the "Codification") to include all disclosure guidance in the appropriate sections and clarify the application of various provisions in the Codification by amending and adding new headings, cross referencing to other guidance, and refining or correcting terminology. We adopted this update at January 1, 2021, which did not have a material impact on our condensed consolidated financial statements.

#### **Recently Issued Accounting Standards under GAAP**

In March 2020, the FASB issued ASU No. 2020-04, *"Facilitation of the Effects of Reference Rate Reform on Financial Reporting (Topic 848)."* In addition, in January 2021, FASB issued ASU No. 2021-01, *"Reference Rate Reform (Topic 848)"* which clarifies the scope of Topic 848. The amendments in these updates apply only to contracts, hedging relationships, and other transactions that reference LIBOR or another reference rate expected to be discontinued because of reference rate reform. The expedients and exceptions provided by the amendments do not apply to contract modifications made and hedging relationships entered into or evaluated after December 31, 2022, except for hedging relationships existing as of December 31, 2022, that an entity has elected certain optional expedients for and that are retained through the end of the hedging relationship. The amendments in this update are effective as of March 12, 2020 through December 31, 2022. We are currently evaluating the impact of this ASU on our condensed consolidated financial statements.

In August 2020, the FASB issued ASU No. 2020-06, *"Debt – Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging – Contracts in Entity's Own Equity (Subtopic 815 – 40)"*. This update simplifies the accounting for certain financial instruments with characteristics of liabilities and equity, including convertible instruments and contracts in an entity's own equity. The amendments in this update are effective for fiscal years beginning after December 15, 2021, and interim periods within those fiscal years, with early adoption permitted no earlier than fiscal years beginning after December 15, 2020. We do not anticipate the adoption of this update to have a material impact on our condensed consolidated financial statements.

#### **NOTE 4. REVENUE**

The majority of our revenue is from long-term contracts associated with designing and manufacturing products and systems and providing services to customers involved in exploration and production of crude oil and natural gas.

##### **Disaggregation of Revenue**

Revenues are disaggregated by geographic location and contract types.

The following tables present products and services revenue by geography for each reportable segment for the three months ended March 31, 2021 and 2020:

(In millions)	Three Months Ended			
	March 31, 2021		March 31, 2020	
	Subsea	Surface Technologies	Subsea	Surface Technologies
Europe, Russia, Central Asia	\$ 255.9	\$ 42.1	\$ 423.1	\$ 50.3
Americas	561.7	75.2	436.5	149.3
Asia Pacific	241.6	24.0	137.6	34.3
Africa	292.2	8.2	214.6	13.6
Middle East	23.8	74.5	21.8	50.5
<b>Total products and services revenue</b>	<b>\$ 1,375.2</b>	<b>\$ 224.0</b>	<b>\$ 1,233.6</b>	<b>\$ 298.0</b>

The following tables present revenue by contract type for each reportable segment for the three months ended March 31, 2021 and 2020:

(In millions)	Three Months Ended			
	March 31, 2021		March 31, 2020	
	Subsea	Surface Technologies	Subsea	Surface Technologies
Services	\$ 793.4	\$ 32.8	\$ 717.5	\$ 56.1
Products	581.8	191.2	516.1	241.9
<b>Total products and services revenue</b>	<b>1,375.2</b>	<b>224.0</b>	<b>1,233.6</b>	<b>298.0</b>
Lease	11.3	21.5	19.5	31.5
<b>Total revenue</b>	<b>\$ 1,386.5</b>	<b>\$ 245.5</b>	<b>\$ 1,253.1</b>	<b>\$ 329.5</b>

### Contract Balances

The timing of revenue recognition, billings and cash collections results in billed accounts receivable, costs and estimated earnings in excess of billings on uncompleted contracts (contract assets), and billings in excess of costs and estimated earnings on uncompleted contracts (contract liabilities) on the condensed consolidated balance sheets.

**Contract Assets** - Contract Assets include unbilled amounts typically resulting from sales under long-term contracts when revenue is recognized over time and revenue recognized exceeds the amount billed to the customer, and right to payment is not just subject to the passage of time. Amounts may not exceed their net realizable value. Costs and estimated earnings in excess of billings on uncompleted contracts are generally classified as current.

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

The following table provides information about net contract assets (liabilities) as of March 31, 2021 and December 31, 2020:

(In millions)	March 31, 2021	December 31, 2020	\$ change	% change
Contract assets	\$ 1,008.7	\$ 934.1	\$ 74.6	8.0
Contract (liabilities)	(892.5)	(1,045.7)	153.2	14.7
<b>Net contract assets (liabilities)</b>	<b>\$ 116.2</b>	<b>\$ (111.6)</b>	<b>\$ 227.8</b>	<b>204.1</b>

The increase in our contract assets from December 31, 2020 to March 31, 2021 was primarily due to the timing of project milestones.

The decrease in our contract liabilities was primarily due to completion of performance obligations for contracts, for which consideration was received in advance of the work performed during the period.

In order to determine revenue recognized in the period from contract liabilities, we first allocate revenue to the individual contract liability balance outstanding at the beginning of the period until the revenue exceeds that balance. Any subsequent revenue we recognize increases contract asset balance. Revenue recognized for the three months ended March 31, 2021 that was included in the contract liabilities balance at December 31, 2020 was \$128.4 million. Revenue recognized for the three months ended March 31, 2020 that was included in the contract liabilities balance at December 31, 2019 was \$143.4 million.

For the three months ended March 31, 2021 and 2020, we recognized \$(5.3) million and \$(11.8) million, respectively, related to the unfavorable changes in estimates of contract revenue.

#### **Transaction Price Allocated to the Remaining Unsatisfied Performance Obligations**

Remaining unsatisfied performance obligations ("RUPO" or "order backlog") represent the transaction price for products and services for which we have a material right but work has not been performed. The transaction price of the order backlog includes the base transaction price, variable consideration and changes in transaction price. The order backlog table does not include contracts for which we recognize revenue at the amount to which we have the right to invoice for services performed. The transaction price of order backlog related to unfilled, confirmed customer orders is estimated at each reporting date. As of March 31, 2021, the aggregate amount of the transaction price allocated to order backlog was \$7,221.4 million. We expect to recognize revenue on approximately 44.7% of the order backlog through 2021 and 55.3% thereafter.

The following table details the order backlog for each business segment as of March 31, 2021:

(In millions)	2021	2022	Thereafter
Subsea	\$ 2,954.0	\$ 2,534.2	\$ 1,368.9
Surface Technologies	274.5	87.9	1.9
<b>Total order backlog</b>	<b>\$ 3,228.5</b>	<b>\$ 2,622.1</b>	<b>\$ 1,370.8</b>

#### **NOTE 5. BUSINESS SEGMENTS**

Management's determination of our reporting segments was made on the basis of our strategic priorities within each segment and the differences in the products and services we provide, which corresponds to the manner in which our Chairman and Chief Executive Officer, as our chief operating decision maker, reviews and evaluates operating performance to make decisions about resources to be allocated to the segment. Subsequent to the Spin-off, we now operate under two reporting segments: Subsea and Surface Technologies:

- *Subsea* - designs and manufactures products and systems, and provides services used by oil and gas companies involved in offshore deep water exploration and production of crude oil and natural gas, while developing renewable alternatives to serve new energy industries.
- *Surface Technologies* - designs and manufactures products and systems and provides services used by oil and gas companies involved in land and shallow water exploration and production of crude oil and natural gas; designs, manufactures, and supplies technologically advanced high-pressure valves and fittings for oilfield service companies; and also provides flowback and well testing services.

Segment operating profit (loss) is defined as total segment revenue less segment operating expenses. Income (loss) from equity method investments is included in computing segment operating profit. The following items have been excluded in computing segment operating profit (loss): corporate staff expense, foreign exchange gains (losses), income from investment in Technip Energies, net interest income (expense) associated with corporate debt facilities and income taxes.

Segment revenue and segment operating profit (loss) were as follows:

(In millions)	Three Months Ended March 31,	
	2021	2020
<b>Segment revenue</b>		
Subsea	\$ 1,386.5	\$ 1,253.1
Surface Technologies	245.5	329.5
<b>Total revenue</b>	<b>\$ 1,632.0</b>	<b>\$ 1,582.6</b>
<b>Segment operating profit (loss)</b>		
Subsea	\$ 37.0	\$ (2,750.7)
Surface Technologies	8.2	(424.0)
<b>Total segment operating profit (loss)</b>	<b>\$ 45.2</b>	<b>\$ (3,174.7)</b>
<b>Corporate items</b>		
Corporate expense <sup>(a)</sup>	(28.8)	(30.3)
Net interest expense	(34.5)	(23.0)
Loss on early extinguishment of debt	(23.5)	—
Income from investment in Technip Energies	470.1	—
Foreign exchange gains (losses)	28.1	(23.1)
<b>Total corporate items</b>	<b>411.4</b>	<b>(76.4)</b>
<b>Income (loss) before income taxes<sup>(b)</sup></b>	<b>\$ 456.6</b>	<b>\$ (3,251.1)</b>

(a) Corporate expense primarily includes corporate staff expenses, share-based compensation expenses, impairment, restructuring and other expense, and other employee benefits.

(b) Includes amounts attributable to non-controlling interests.

## NOTE 6. EARNINGS (LOSS) PER SHARE

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

(In millions, except per share data)	Three Months Ended March 31,	
	2021	2020
Income (loss) from continuing operations attributable to TechnipFMC plc	\$ 430.3	\$ (3,234.8)
Income (loss) from discontinued operations attributable to TechnipFMC plc	(62.1)	(21.3)
Net Income (loss) attributable to TechnipFMC plc	\$ 368.2	\$ (3,256.1)
Weighted average number of shares outstanding	449.7	447.5
Dilutive effect of restricted stock units	1.4	—
<b>Total shares and dilutive securities</b>	<b>451.1</b>	<b>447.5</b>
<b>Basic and diluted earnings (loss) per share attributable to TechnipFMC plc:</b>		
Earnings (loss) per share from continuing operations attributable to TechnipFMC plc		
Basic	\$ 0.96	\$ (7.23)
Diluted	\$ 0.95	\$ (7.23)
Earnings (loss) per share from discontinued operations attributable to TechnipFMC plc		
Basic and diluted	\$ (0.14)	\$ (0.05)
Total earnings (loss) per share attributable to TechnipFMC plc		
Basic	\$ 0.82	\$ (7.28)
Diluted	\$ 0.81	\$ (7.28)

For the three months ended March 31, 2020, we incurred a loss from continuing operations; therefore, the impact of 2.7 million shares were anti-dilutive.

Weighted average shares of the following share-based compensation awards were excluded from the calculation of diluted weighted average number of shares where the assumed proceeds exceed the average market price from the calculation of diluted weighted average number of shares, because their effect would be anti-dilutive:

(millions of shares)	Three Months Ended March 31,	
	2021	2020
Share option awards	1.7	4.7
Restricted share units	4.9	1.1
Performance shares	—	2.5
<b>Total</b>	<b>6.6</b>	<b>8.3</b>

## NOTE 7. RECEIVABLES

We manage our receivables portfolios using published default risk as a key credit quality indicator for our loans and receivables. Our loans receivable and security deposits were related to sales of long-lived assets or businesses, loans to related parties for capital expenditure purposes, or security deposits for lease arrangements.

We manage our held-to-maturity debt securities using published credit ratings as a key credit quality indicator as our held-to-maturity debt securities consist of government bonds.

The table below summarizes the amortized cost basis of financial assets by years of origination and credit quality. The key credit quality indicator is updated as of March 31, 2021.



(In millions)	Year of origination	Balance as of March 31, 2021	Balance as of December 31, 2020
<i>Loans receivables, security deposits and other</i>			
Moody's rating Ba2	2019	\$ 98.5	\$ 107.6
<i>Debt securities at amortized cost</i>			
Moody's rating B3	2019	—	23.7
<b>Total financial assets</b>		<u>\$ 98.5</u>	<u>\$ 131.3</u>

### Credit Losses

For contract assets, trade receivables, loans receivable, and security deposits and other, we have elected to calculate an expected credit loss based on loss rates from historical data. We develop loss-rate statistics on the basis of the amount written off over the life of the financial assets and contract assets and adjust these historical credit loss trends for forward-looking factors specific to the debtors and the economic environment to determine lifetime expected losses.

For held-to-maturity debt securities at amortized cost, we evaluate whether the debt securities are considered to have low credit risk at the reporting date using available, reasonable, and supportable information.

The table below shows the roll-forward of allowance for credit losses as of March 31, 2021 and 2020, respectively.

Balance as of March 31, 2021					
(In millions)	Trade receivables	Contract assets	Loans receivable	Security deposit and other	Held-to-maturity debt securities
<b>Beginning balance in allowance for credit losses</b>	\$ 40.2	\$ 2.4	\$ 7.5	\$ 0.4	\$ 0.5
Current period provision (release) for expected credit losses	3.8	(0.6)	(0.5)	0.2	(0.5)
Recoveries	(5.5)	(0.7)	(1.1)	—	—
<b>Ending balance in the allowance for credit losses</b>	<u>\$ 38.5</u>	<u>\$ 1.1</u>	<u>\$ 5.9</u>	<u>\$ 0.6</u>	<u>\$ —</u>

  

Balance as of March 31, 2020					
(In millions)	Trade receivables	Contract assets	Loans receivable	Security deposit and other	Held-to-maturity debt securities
<b>Beginning balance in allowance for credit losses</b>	\$ 59.4	\$ 4.5	\$ 9.5	\$ 0.7	\$ 1.1
Current period provision for expected credit losses	1.6	—	—	—	—
Recoveries	(2.6)	—	(0.5)	—	—
<b>Ending balance in the allowance for credit losses</b>	<u>\$ 58.4</u>	<u>\$ 4.5</u>	<u>\$ 9.0</u>	<u>\$ 0.7</u>	<u>\$ 1.1</u>

Other than certain trade receivables due in one year or less, we do not have any financial assets that are past due or are on non-accrual status.

## NOTE 8. INVENTORIES

Inventories consisted of the following:

(In millions)	March 31, 2021	December 31, 2020
Raw materials	\$ 222.6	\$ 270.3
Work in process	227.5	242.7
Finished goods	714.7	739.8
<b>Inventories, net</b>	<u>\$ 1,164.8</u>	<u>\$ 1,252.8</u>

## NOTE 9. OTHER CURRENT ASSETS & OTHER CURRENT LIABILITIES

Other current assets consisted of the following:

(In millions)	March 31, 2021	December 31, 2020
Value - added tax receivables	\$ 260.1	\$ 236.4
Prepaid expenses	95.4	78.1
Other tax receivables	80.0	73.8
Sundry receivables	74.1	138.4
Assets held for sale	47.4	47.3
Current financial assets at amortized cost	30.9	40.6
Held-to-maturity investments	—	24.2
Other	37.9	24.1
<b>Total other current assets</b>	<b>\$ 625.8</b>	<b>\$ 662.9</b>

Other current liabilities consisted of the following:

(In millions)	March 31, 2021	December 31, 2020
Warranty accruals and project contingencies	\$ 193.2	\$ 168.8
Legal provisions	129.6	127.6
Value - added tax and other taxes payable	126.2	91.4
BPI Share Purchase Agreement payable	100.0	—
Social security liability	65.9	67.9
Taxes payable to Technip Energies due to separation	59.0	—
Provisions	36.1	53.0
Compensation accrual	18.6	54.3
Current portion of accrued pension and other post-retirement benefits	7.1	6.9
Other accrued liabilities	249.9	230.2
<b>Total other current liabilities</b>	<b>\$ 985.6</b>	<b>\$ 800.1</b>

## NOTE 10. WARRANTY OBLIGATIONS

Warranty obligations are included within “Other current liabilities” in our consolidated balance sheets as of March 31, 2021 and December 31, 2020. A reconciliation of warranty obligations for the three months ended March 31, 2021 and 2020 is as follows:

(In millions)	Three Months Ended March 31,	
	2021	2020
Balance at beginning of period	\$ 109.5	\$ 121.7
Warranty expenses	12.5	6.1
Adjustment to existing accruals	(12.3)	23.8
Claims paid	(3.0)	(0.9)
<b>Balance at end of period</b>	<b>\$ 106.7</b>	<b>\$ 150.7</b>

## NOTE 11. EQUITY METHOD INVESTMENTS

Our income from equity affiliates during the three months ended March 31, 2021 and 2020 was \$7.7 million and \$21.1 million, respectively, and included within our Subsea segment.

### *Investment in Technip Energies*

As discussed in Note 2, immediately following the completion of the Spin-off, we owned 49.9% of the outstanding shares of Technip Energies. On January 7, 2021, Bpifrance Participations SA ("BPI") entered into a share purchase agreement with us (the "Share Purchase Agreement") pursuant to which BPI agreed to purchase a portion of our retained stake in Technip Energies N.V. (the "BPI Investment") for \$200.0 million (the "Purchase Price"), subject to certain adjustments. On March 31, 2021, BPI ultimately purchased 7.5 million shares in Technip Energies from us for \$100.0 million. Accordingly, on April 8, 2021, we refunded \$100.0 million to BPI as a result of their revised level of investment. As of March 31, 2021, we owned 82.3 million shares, representing 45.7% of the outstanding shares of Technip Energies.

On April 27, 2021 we further reduced our ownership in Technip Energies and agreed to sell Technip Energies shares, representing approximately a total of 15% of Technip Energies' share capital, through a private placement and the concurrent sale to Technip Energies. See Note 21 for details. We do not intend to remain a long-term shareholder of Technip Energies and will exit our ownership stake in a timely and orderly manner within a year.

At the Spin-off date, on initial recognition of the investment, we elected to account for our investment in Technip Energies at fair value with all subsequent changes in fair value for the investment reported in our consolidated statement of income.

For the three months ended March 31, 2021, we recognized \$470.1 million of income related to our investment in Technip Energies. The amount recognized was comprised of a purchase price discount on sale of shares to BPI and a fair value revaluation gain of our investment. The carrying amount of the investment as of March 31, 2021 was \$1,249.0 million.

## NOTE 12. RELATED PARTY TRANSACTIONS

Receivables, payables, revenues, and expenses, which are included in our condensed consolidated financial statements for all transactions with related parties, defined as entities related to our directors and main shareholders as well as the partners of our consolidated joint ventures, were as follows.

Accounts receivable consisted of receivables due from the following related parties:

(In millions)	March 31, 2021	December 31, 2020
Technip Energies	\$ 130.5	\$ —
Equinor ASA	32.1	24.1
Dofcon Navegacao	2.9	4.2
Techdof Brasil AS	6.5	8.0
Others	2.1	1.7
<b>Total accounts receivable</b>	<b>\$ 174.1</b>	<b>\$ 38.0</b>

Dofcon Navegacao is an equity method affiliate. Techdof Brasil AS is a wholly owned subsidiary of Dofcon Brasil AS, our equity method affiliate. In October 2020, a prior member of our Board of Directors was an executive of Equinor ASA. One member of our Board of Directors serves on the Board of Directors for Storengy.

Accounts payable consisted of payables due to the following related parties:

(In millions)	March 31, 2021	December 31, 2020
Technip Energies	\$ 216.7	\$ —
Dofcon Navegacao	1.9	1.5
Others	4.0	3.1
<b>Total accounts payable</b>	<b>\$ 222.6</b>	<b>\$ 4.6</b>

Additionally, we have a note receivable from Dofcon Brasil AS for \$25.3 million and \$37.6 million as of March 31, 2021 and December 31, 2020, respectively. Dofcon Brasil AS is a variable interest entity and accounted for as an equity method investment.

Revenue consisted of amounts from the following related parties:

(In millions)	Three Months Ended March 31,	
	2021	2020
Equinor ASA	\$ 95.5	\$ —
Technip Energies	1.5	—
Techdof Brasil AS	3.5	1.3
Others	3.1	3.0
<b>Total revenue</b>	<b>\$ 103.6</b>	<b>\$ 4.3</b>

Expenses consisted of amounts to the following related parties:

(In millions)	Three Months Ended March 31,	
	2021	2020
Technip Energies	\$ 0.6	\$ —
Dofcon Navegacao	6.6	8.0
Arkema S.A.	0.7	0.4
Magma Global Limited	1.5	0.7
IFP Energies Nouvelles	0.9	1.1
Serimax Holdings SAS	—	0.2
Others	6.6	5.9
<b>Total expenses</b>	<b>\$ 16.9</b>	<b>\$ 16.3</b>

Serimax Holdings SAS and Magma Global Limited are equity method investments. A former member of our Board of Directors serves on the Board of Directors for Arkema S.A. A former member of our Board of Directors served as an executive officer of IFP Energies nouvelles until June 2020.

## NOTE 13. DEBT

### Overview

Long-term debt consisted of the following:

(In millions)	March 31, 2021	December 31, 2020
Senior secured revolving credit facility	\$ 200.0	\$ —
Commercial paper	21.2	1,043.7
Synthetic bonds due 2021	—	551.2
3.45% Senior Notes due 2022	—	500.0
3.40% 2012 Private placement notes due 2022	176.1	184.0
3.15% 2013 Private placement notes due 2023	299.3	312.9
5.75% 2020 Private placement notes due 2025	234.8	245.4
6.50% Senior notes due 2026	1,000.0	—
4.00% 2012 Private placement notes due 2027	88.0	92.0
4.00% 2012 Private placement notes due 2032	117.4	122.7
3.75% 2013 Private placement notes due 2033	117.4	122.7
Bank borrowings and other	313.7	298.4
Unamortized debt issuance costs and discounts	(36.8)	(12.8)
<b>Total debt</b>	<b>2,531.1</b>	<b>3,460.2</b>
Less: current borrowings <sup>(a)</sup>	96.8	624.7
<b>Long-term debt</b>	<b>\$ 2,434.3</b>	<b>\$ 2,835.5</b>

(a) As of March 31, 2021 and December 31, 2020, current borrowings consisted primarily of bank borrowings and notes with current maturities of 12 months.

### Debt Financing Transactions in Connection with the Spin-off

In connection with the Spin-off, we executed a series of refinancing transactions, in order to provide a capital structure with sufficient cash resources to support future operating and investment plans.

#### Debt Issuance

- On February 16, 2021, we entered into a credit agreement, which provides for a \$1.0 billion three-year senior secured multicurrency revolving credit facility ("Revolving Credit Facility") including a \$450.0 million letter of credit subfacility; and
- On January 29, 2021, we issued \$1.0 billion of 6.50% senior notes due 2026 (the "2021 Notes").

## *Repayment of Debt*

The proceeds from the debt issuance described above along with the available cash on hand were used to fund:

- The repayment of all \$542.4 million of the outstanding Synthetic Convertible Bonds that matured in January 2021;
- The repayment of all \$500.0 million aggregate principal amount of outstanding 3.45% Senior Notes due 2022. In connection with the repayment, we recorded a loss on extinguishment of debt of \$23.5 million related to the difference between the amount paid and the net carrying value of the debt; and
- The termination of the \$2.5 billion senior unsecured revolving credit facility entered into on January 17, 2017; and the termination of the €500.0 million Euro Facility entered into on May 19, 2020; and the termination of the CCFF Program entered into on May 19, 2020. In connection with the termination of these credit facilities, we repaid \$830.9 million of the outstanding commercial paper borrowings.

## ***Credit Facilities and Debt***

***Revolving Credit Facility*** - On February 16, 2021, we entered into a credit agreement, which provides for a \$1.0 billion three-year senior secured multicurrency Revolving Credit Facility including a \$450.0 million letter of credit subfacility. We incurred \$27.9 million of debt issuance costs in connection with the Revolving Credit Facility. These debt issuance costs are deferred and are included in Other Assets in our condensed consolidated balance sheet as of March 31, 2021. The deferred debt issuance costs are amortized to interest expense over the term of the Revolving Credit Facility.

Availability of borrowings under the Revolving Credit Facility is reduced by the outstanding letters of credit issued against the facility. As of March 31, 2021, there were no letters of credit outstanding and availability of borrowings under the Revolving Credit Facility was \$800.0 million.

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

- U.S. dollar-denominated loans bear interest, at the Company's option, at a base rate or an adjusted rate linked to the London interbank offered rate ("Adjusted LIBOR");
- Sterling denominated loans bear interest at Adjusted LIBOR; and
- Euro-denominated loans bear interest on an adjusted rate linked to the Euro interbank offered rate.

The applicable margin for borrowings under the Revolving Credit Facility ranges from 2.50% to 3.50% for eurocurrency loans and 1.50% to 2.50% for base rate loans, depending on a total leverage ratio. The Revolving Credit Facility is subject to customary representations and warranties, covenants, events of default, mandatory repayment provisions and financial covenants. As of March 31, 2021, we were in compliance with all restrictive covenants under the Revolving Credit Facility.

***2021 Notes*** - On January 29, 2021, we issued \$1.0 billion of 6.50% senior notes due 2026. The interest on the 2021 Notes is paid semi-annually on February 1 and August 1 of each year, beginning on August 1, 2021. The 2021 Notes are senior unsecured obligations and are guaranteed on a senior unsecured basis by substantially all of our wholly-owned U.S. subsidiaries and non-U.S. subsidiaries in Brazil, the Netherlands, Norway, Singapore and the United Kingdom. We incurred \$25.7 million of debt issuance costs in connection with issuance of the 2021 Notes. These debt issuance costs are deferred and are included in Long-term debt in our condensed consolidated balance sheet as of March 31, 2021. The deferred debt issuance costs are amortized to interest expense over the term of the 2021 Notes, which approximates the effective interest method.

***Commercial paper*** - As of March 31, 2021 and December 31, 2020, we had \$21.2 million and \$1,043.7 million of commercial paper outstanding, respectively. Commercial paper borrowings were issued at market interest rates. As of March 31, 2021, our commercial paper borrowings had a weighted average interest rate of 0.48% on the U.S.

dollar denominated borrowings. In accordance with the terms of the new Revolving Credit Facility, we do not have an ability to issue any new commercial paper notes going forward.

*Bank borrowings* - Include term loans issued in connection with financing for certain of our vessels and amounts outstanding under our foreign committed credit lines.

#### NOTE 14. STOCKHOLDERS' EQUITY

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

(In millions)	Foreign Currency Translation	Hedging	Defined Pension and Other Post-Retirement Benefits	Accumulated Other Comprehensive Loss Attributable to TechnipFMC plc	Accumulated Other Comprehensive Loss Attributable to Non-Controlling Interest
<b>December 31, 2020</b>	<b>\$ (1,401.2)</b>	<b>\$ 34.0</b>	<b>\$ (255.3)</b>	<b>\$ (1,622.5)</b>	<b>\$ (4.1)</b>
Other comprehensive income (loss) before reclassifications, net of tax	(28.2)	(14.5)	3.5	(39.2)	0.1
Reclassification adjustment for net losses included in net income (loss), net of tax	—	(2.7)	4.9	2.2	—
Other comprehensive income (loss), net of tax	(28.2)	(17.2)	8.4	(37.0)	0.1
Spin-off of Technip Energies	241.2	(19.7)	37.2	258.7	—
<b>March 31, 2021</b>	<b>\$ (1,188.2)</b>	<b>\$ (2.9)</b>	<b>\$ (209.7)</b>	<b>\$ (1,400.8)</b>	<b>\$ (4.0)</b>

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

(In millions)	Three Months Ended March 31,		Affected Line Item in the Condensed Consolidated Statements of Income
	2021	2020	
Details about Accumulated Other Comprehensive Income (loss) Components	Amount Reclassified out of Accumulated Other Comprehensive Loss		
<i>Gains (losses) on hedging instruments</i>			
Foreign exchange contracts	\$ (10.4)	\$ (11.1)	Revenue
	8.3	9.8	Cost of sales
	0.1	—	Selling, general and administrative expense
	4.0	1.0	Other income (expense), net
	2.0	(0.3)	Income (loss) before income taxes
	(0.7)	(0.2)	Provision for income taxes
	<u>\$ 2.7</u>	<u>\$ (0.1)</u>	Net income (loss)
<i>Pension and other post-retirement benefits</i>			
Amortization of prior service credit (cost)	(0.1)	(0.3)	(a)
Amortization of net actuarial loss	(6.9)	(2.8)	(a)
	(7.0)	(3.1)	Income (loss) before income taxes
	(2.1)	(0.6)	Provision for income taxes
	<u>\$ (4.9)</u>	<u>\$ (2.5)</u>	Net income (loss)

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

## NOTE 15. SHARE-BASED COMPENSATION

Under the Amended and Restated TechnipFMC plc Incentive Award Plan (the "Plan"), we may grant certain incentives and awards to our officers, employees, non-employee directors, and consultants of the Company and its subsidiaries. Awards may include share options, share appreciation rights, performance stock units, restricted stock units, restricted shares or other awards authorized under the Plan. Under the Plan, 24.1 million ordinary shares were authorized for awards in 2017. On the record date of the Spin-off, 11.9 million shares remained available under the Plan, which were adjusted to reflect the Spin-off using an adjustment ratio, calculated as the ratio of the closing price of shares of TechnipFMC common stock on the NYSE on the date immediately prior to the Spin-off to the closing price of shares of TechnipFMC on the NYSE on the date immediately after the Spin-off. After this adjustment, 15.2 million ordinary shares remained authorized for awards under the Plan as of February 17, 2021.

We recognize compensation expense and the corresponding tax benefits for awards under the Plan. Share-based compensation expense for non-vested share options and time-based and performance-based restricted stock units was \$3.4 million and \$21.6 million for the three months ended March 31, 2021 and 2020, respectively.

## NOTE 16. IMPAIRMENT, RESTRUCTURING AND OTHER EXPENSES

Impairment, restructuring and other expenses were as follows:

(In millions)	Three Months Ended March 31,	
	2021	2020
Subsea	\$ 19.7	2,773.6
Surface Technologies	2.8	424.4
Corporate and other	3.0	1.1
<b>Total impairment, restructuring and other expenses</b>	<b>\$ 25.5</b>	<b>\$ 3,199.1</b>

### *Goodwill and Long-Lived Assets Impairments*

Goodwill and long-lived assets impairments were as follows:

(In millions)	Three Months Ended March 31,	
	2021	2020
Subsea	\$ 15.7	\$ 2,776.5
Surface Technologies	0.1	411.5
Corporate and other	3.0	—
<b>Total impairments</b>	<b>\$ 18.8</b>	<b>\$ 3,188.0</b>

During the three months ended March 31, 2021, subsequent to the spin-off, certain real estate realization decisions were made and as a result, we recorded \$18.8 million of impairment charges relating to our operating lease right-of-use assets.

During the three months ended March 31, 2020, triggering events were identified that led to impairments of certain long-lived assets, including goodwill. During the three months ended March 31, 2020, impairment charges of \$3,188.0 million were recorded. These charges included goodwill impairment charges of \$2,747.5 million and \$335.9 million in our Subsea and Surface Technologies segments, respectively.

For other long-lived assets, a conclusion was made that the market uncertainty was a triggering event for certain asset groups that serve short-cycle businesses in our Subsea and Surface Technologies segments. Assessing these asset groups for recoverability required the use of unobservable inputs that require significant judgment. Such judgments include expected future asset utilization while taking into account reduced future capital spending by certain customers in response to market conditions. As a result of this assessment, impairment charges of \$29.0 million for Subsea, consisting mostly of installation and service equipment, and \$75.6 million for Surface



Technologies, consisting of North America-based fracturing and wellhead assets were recorded during the three months ended March 31, 2020.

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that carrying amounts of such assets may not be recoverable. Assessing the recoverability of assets to be held and used requires the use of unobservable inputs that involves significant judgment. Such judgments include expected future asset utilization while taking into account reduced future capital spending by certain customers in response to market conditions.

### Restructuring and Other Expenses

Restructuring and other charges primarily consisted of severance and other employee related costs and COVID-19 related expenses across all segments. Restructuring and other expenses were as follows:

(In millions)	Three Months Ended March 31,		
	2021	2020	
	Restructuring and other charges	Restructuring and other charges	COVID-19 expenses
Subsea	\$ 4.0	\$ (6.9)	\$ 4.0
Surface Technologies	2.7	11.8	1.1
Corporate and other	—	1.1	—
<b>Total</b>	<b>\$ 6.7</b>	<b>\$ 6.0</b>	<b>\$ 5.1</b>

During the three months ended March 31, 2020, we incurred \$5.1 million of COVID-19 related expenses. These expenses represent unplanned, one-off, incremental and non-recoverable costs incurred solely as a result of the COVID-19 pandemic situation, which would not have been incurred otherwise.

Prolonged uncertainty in energy markets could lead to further reductions in capital spending from our customer base. In turn, this may lead to changes in our strategy. We will continue to take actions to mitigate the adverse effects of the changing market environment and expect to continue to adjust our cost structure to market conditions. If market conditions deteriorate, we may record additional restructuring charges and additional impairments of our long-lived assets, operating lease right-of-use assets and equity method investments.

### NOTE 17. COMMITMENTS AND CONTINGENT LIABILITIES

*Contingent liabilities associated with guarantees* - In the ordinary course of business, we enter into standby letters of credit, performance bonds, surety bonds, and other guarantees with financial institutions for the benefit of our customers, vendors, and other parties. The majority of these financial instruments expire within five years. Management does not expect any of these financial instruments to result in losses that, if incurred, would have a material adverse effect on our condensed consolidated financial position, results of operations, or cash flows.

Guarantees consisted of the following:

(In millions)	March 31, 2021	December 31, 2020
Financial guarantees <sup>(a)</sup>	\$ 98.4	\$ 104.9
Performance guarantees <sup>(b)</sup>	1,146.8	1,353.9
<b>Maximum potential undiscounted payments</b>	<b>\$ 1,245.2</b>	<b>\$ 1,458.8</b>

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

(b) Performance guarantees represent contracts that contingently require a guarantor to make payments to a guaranteed party based on another entity's failure to perform under a nonfinancial obligating agreement. Events that trigger payment are performance-related, such as failure to ship a product or provide a service.

We believe the ultimate resolution of our known contingencies will not materially adversely affect our consolidated financial position, results of operations, or cash flows.

*Contingent liabilities associated with legal and tax matters* - We are involved in various pending or potential legal and tax actions or disputes in the ordinary course of our business. These actions and disputes can involve our agents, suppliers, clients, and venture partners, and can include claims related to payment of fees, service quality, and ownership arrangements, including certain put or call options. We are unable to predict the ultimate outcome of these actions because of their inherent uncertainty. However, we believe that the most probable, ultimate resolution of these matters will not have a material adverse effect on our consolidated financial position, results of operations or cash flows.

On March 28, 2016, FMC Technologies received an inquiry from the U.S. Department of Justice ("DOJ") related to the DOJ's investigation of whether certain services Unaoil S.A.M. provided to its clients, including FMC Technologies, violated the U.S. Foreign Corrupt Practices Act ("FCPA"). On March 29, 2016, Technip S.A. also received an inquiry from the DOJ related to Unaoil. We cooperated with the DOJ's investigations and, with regard to FMC Technologies, a related investigation by the SEC.

In late 2016, Technip S.A. was contacted by the DOJ regarding its investigation of offshore platform projects awarded between 2003 and 2007, performed in Brazil by a joint venture company in which Technip S.A. was a minority participant, and we have also raised with the DOJ certain other projects performed by Technip S.A. subsidiaries in Brazil between 2002 and 2013. The DOJ has also inquired about projects in Ghana and Equatorial Guinea that were awarded to Technip S.A. subsidiaries in 2008 and 2009, respectively. We cooperated with the DOJ in its investigation into potential violations of the FCPA in connection with these projects. We contacted and cooperated with the Brazilian authorities (Federal Prosecution Service ("MPF"), the Comptroller General of Brazil ("CGU") and the Attorney General of Brazil ("AGU")) with their investigation concerning the projects in Brazil and have also contacted and are cooperating with French authorities (the Parquet National Financier ("PNF")) with their investigation about these existing matters.

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 CGU/AGU to resolve these anti-corruption investigations. We will not be required to have a monitor and will, instead, provide reports on our anti-corruption program to the Brazilian and U.S. authorities for two and three years, respectively.

As part of this resolution, we entered into a three-year Deferred Prosecution Agreement ("DPA") with the DOJ related to charges of conspiracy to violate the FCPA related to conduct in Brazil and with Unaoil. In addition, Technip USA, Inc., a U.S. subsidiary, pled guilty to one count of conspiracy to violate the FCPA related to conduct in Brazil. We will also provide the DOJ reports on our anti-corruption program during the term of the DPA.

In Brazil, our subsidiaries Technip Brasil - Engenharia, Instalações E Apoio Marítimo Ltda. and Flexibrás Tubos Flexíveis Ltda. entered into leniency agreements with both the MPF and the CGU/AGU. We have committed, as part of those agreements, to make certain enhancements to their compliance programs in Brazil during a two-year self-reporting period, which aligns with our commitment to cooperation and transparency with the compliance community in Brazil and globally.

In September 2019, the SEC approved our previously disclosed agreement in principle with the SEC Staff and issued an Administrative Order, pursuant to which we paid the SEC \$5.1 million, which was included in the global resolution of \$301.3 million.

To date, the investigation by PNF related to historical projects in Equatorial Guinea and Ghana has not reached resolution. We remain committed to finding a resolution with the PNF and will maintain a \$70.0 million provision related to this investigation. As we continue to progress our discussions with PNF towards resolution, the amount of a settlement could exceed this provision.

There is no certainty that a settlement with PNF will be reached or that the settlement will not exceed current accruals. The PNF has a broad range of potential sanctions under anti-corruption laws and regulations that it may seek to impose in appropriate circumstances including, but not limited to, fines, penalties, and modifications to business practices and compliance programs. Any of these measures, if applicable to us, as well as potential customer reaction to such measures, could have a material adverse impact on our business, results of operations, and financial condition. If we cannot reach a resolution with the PNF, we could be subject to criminal proceedings in France, the outcome of which cannot be predicted.

*Contingent liabilities associated with liquidated damages* - Some of our contracts contain provisions that require us to pay liquidated damages if we are responsible for the failure to meet specified contractual milestone dates and the applicable customer asserts a conforming claim under these provisions. These contracts define the conditions under which our customers may make claims against us for liquidated damages. Based upon the evaluation of our performance and other commercial and legal analysis, management believes we have appropriately recognized probable liquidated damages at March 31, 2021 and December 31, 2020, and that the ultimate resolution of such matters will not materially affect our consolidated financial position, results of operations, or cash flows.

#### **NOTE 18. INCOME TAXES**

Our provision for income taxes for the three months ended March 31, 2021 and 2020 reflected effective tax rates of 5.4% and 0.7%, respectively. The year-over-year increase in the effective tax rate was primarily due to the increased impact of losses including certain impairments in jurisdictions with a full valuation allowance, and a change in the forecasted earnings mix.

Our effective tax rate can fluctuate depending on our country mix of earnings, since our foreign earnings are generally subject to higher tax rates than in the United Kingdom.

#### **NOTE 19. DERIVATIVE FINANCIAL INSTRUMENTS**

For purposes of mitigating the effect of changes in exchange rates, we hold derivative financial instruments to hedge the risks of certain identifiable and anticipated transactions and recorded assets and liabilities in our condensed consolidated balance sheets. The types of risks hedged are those relating to the variability of future earnings and cash flows caused by movements in foreign currency exchange rates. Our policy is to hold derivatives only for the purpose of hedging risks associated with anticipated foreign currency purchases and sales created in the normal course of business, and not for trading purposes where the objective is solely to generate profit.

Generally, we enter into hedging relationships such that changes in the fair values or cash flows of the transactions being hedged are expected to be offset by corresponding changes in the fair value of the derivatives. For derivative instruments that qualify as a cash flow hedge, the effective portion of the gain or loss of the derivative, which does not include the time value component of a forward currency rate, is reported as a component of other comprehensive income ("OCI") and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. For derivative instruments not designated as hedging instruments, any change in the fair value of those instruments is reflected in earnings in the period such change occurs.

We hold the following types of derivative instruments:

*Foreign exchange rate forward contracts* - The purpose of these instruments is to hedge the risk of changes in future cash flows of anticipated purchase or sale commitments denominated in foreign currencies and recorded assets and liabilities in our condensed consolidated balance sheets. As of March 31, 2021, we held the following material net positions:

(In millions)	Net Notional Amount Bought (Sold)	
	USD Equivalent	
Euro	464.4	544.8
British pound	287.2	395.5
Brazilian real	1,320.1	231.8
Norwegian krone	1,155.3	135.7
Singapore dollar	103.5	77.0
Canadian dollar	31.2	24.7
Indian rupee	752.9	10.2
Kuwaiti dinar	(3.0)	(10.0)
Indonesian rupiah	(191,631.6)	(13.2)
Australian dollar	(157.1)	(119.6)
Malaysian ringgit	(732.2)	(176.6)
U.S. dollar	(105.2)	(105.2)

*Foreign exchange rate instruments embedded in purchase and sale contracts* - The purpose of these instruments is to match offsetting currency payments and receipts for particular projects or comply with government restrictions on the currency used to purchase goods in certain countries. As of March 31, 2021, our portfolio of these instruments included the following material net positions:

(In millions)	Net Notional Amount Bought (Sold)	
	USD Equivalent	
Brazilian real	64.8	11.4
Norwegian krone	(138.8)	(16.3)
Euro	(14.4)	(16.9)
U.S. dollar	20.7	20.7

Fair value amounts for all outstanding derivative instruments have been determined using available market information and commonly accepted valuation methodologies. See Note 20 for further details. Accordingly, the estimates presented may not be indicative of the amounts that we would realize in a current market exchange and may not be indicative of the gains or losses we may ultimately incur when these contracts are settled.

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

(In millions)	March 31, 2021		December 31, 2020	
	Assets	Liabilities	Assets	Liabilities
<i>Derivatives designated as hedging instruments</i>				
<i>Foreign exchange contracts</i>				
Current - Derivative financial instruments	\$ 199.7	\$ 164.8	\$ 189.5	\$ 141.9
Long-term - Derivative financial instruments	35.3	33.8	28.9	18.8
<b>Total derivatives designated as hedging instruments</b>	<b>235.0</b>	<b>198.6</b>	<b>218.4</b>	<b>160.7</b>
<i>Derivatives not designated as hedging instruments</i>				
<i>Foreign exchange contracts</i>				
Current - Derivative financial instruments	3.8	7.7	79.2	15.6
Long-term - Derivative financial instruments	—	0.4	0.3	—
<b>Total derivatives not designated as hedging instruments</b>	<b>3.8</b>	<b>8.1</b>	<b>79.5</b>	<b>15.6</b>
<b>Total derivatives</b>	<b>\$ 238.8</b>	<b>\$ 206.7</b>	<b>\$ 297.9</b>	<b>\$ 176.3</b>

Cash flow hedges of forecasted transactions qualifying for hedge accounting, net of tax, resulted in accumulated other comprehensive losses of \$4.4 million and \$12.9 million as of March 31, 2021 and December 31, 2020, respectively. We expect to transfer an approximate \$36.0 million loss from accumulated OCI to earnings during the next 12 months when the anticipated transactions actually occur. All anticipated transactions currently being hedged are expected to occur by the second half of 2023.

The following table presents the gains (losses) recognized in other comprehensive income related to derivative instruments designated as cash flow hedges:

(In millions)	Gain (Loss) Recognized in OCI	
	Three Months Ended	
	March 31,	
	2021	2020
Foreign exchange contracts	\$ (20.2)	\$ (91.7)

The following represents the effect of cash flow hedge accounting in the condensed consolidated statements of income for the three months ended March 31, 2021 and 2020:

(In millions)	Three Months Ended March 31, 2021				Three Months Ended March 31, 2020			
	Revenue	Cost of sales	Selling, general and administrative expense	Other income (expense), net	Revenue	Cost of sales	Selling, general and administrative expense	Other income (expense), net
<i>Total amount of income (expense) presented in the consolidated statements of income associated with hedges and derivatives</i>								
<i>Cash Flow hedge gain (loss) recognized in income</i>								
<i>Foreign Exchange Contracts</i>								
Amounts reclassified from accumulated OCI to income	\$ (10.4)	\$ 8.3	\$ 0.1	\$ 4.0	\$ (11.1)	\$ 9.8	\$ —	\$ 0.5
Amounts excluded from effectiveness testing	1.0	(1.2)	0.9	(0.6)	1.2	(2.2)	—	(12.6)
<b>Total cash flow hedge gain (loss) recognized in income</b>	<b>(9.4)</b>	<b>7.1</b>	<b>1.0</b>	<b>3.4</b>	<b>(9.9)</b>	<b>7.6</b>	<b>—</b>	<b>(12.1)</b>
<b>Total hedge gain (loss) recognized in income</b>	<b>\$ (9.4)</b>	<b>\$ 7.1</b>	<b>\$ 1.0</b>	<b>\$ 3.4</b>	<b>\$ (9.9)</b>	<b>\$ 7.6</b>	<b>\$ —</b>	<b>\$ (12.1)</b>
<i>Gain (loss) recognized in income on derivatives not designated as hedging instruments</i>								
	0.2	0.5	—	(11.4)	—	—	—	—
<b>Total</b>	<b>\$ (9.2)</b>	<b>\$ 7.6</b>	<b>\$ 1.0</b>	<b>\$ (8.0)</b>	<b>\$ (9.9)</b>	<b>\$ 7.6</b>	<b>\$ —</b>	<b>\$ (12.1)</b>

**Balance Sheet Offsetting** - We execute derivative contracts with counterparties that consent to a master netting agreement, which permits net settlement of the gross derivative assets against gross derivative liabilities. Each instrument is accounted for individually and assets and liabilities are not offset. As of March 31, 2021 and December 31, 2020, we had no collateralized derivative contracts. The following tables present both gross information and net information of recognized derivative instruments:

(In millions)	March 31, 2021			December 31, 2020		
	Gross Amount Recognized	Gross Amounts Not Offset, Permitted Under Master Netting Agreements	Net Amount	Gross Amount Recognized	Gross Amounts Not Offset, Permitted Under Master Netting Agreements	Net Amount
Derivative assets	\$ 238.8	\$ (125.2)	\$ 113.6	\$ 297.9	\$ (128.7)	\$ 169.2
Derivative liabilities	\$ 206.7	\$ (125.2)	\$ 81.5	\$ 176.3	\$ (99.3)	\$ 77.0

## NOTE 20. FAIR VALUE MEASUREMENTS

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

(In millions)	March 31, 2021				December 31, 2020			
	Total	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3
<b>Assets</b>								
<i>Investments</i>								
Investment in Technip Energies	\$ 1,249.0	\$ 1,249.0	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Equity securities <sup>(a)</sup>	24.3	24.3	—	—	23.4	23.4	—	—
Money market fund	1.9	—	1.9	—	1.7	—	1.7	—
Stable value fund <sup>(b)</sup>	0.8	—	—	—	0.9	—	—	—
Held-to-maturity debt securities	—	—	—	—	24.2	—	24.2	—
<i>Derivative financial instruments</i>								
Foreign exchange contracts	238.8	—	238.8	—	297.9	—	297.9	—
Assets held for sale	47.4	—	—	47.4	47.3	—	—	47.3
<b>Total assets</b>	<b>\$ 1,562.2</b>	<b>\$ 1,273.3</b>	<b>\$ 240.7</b>	<b>\$ 47.4</b>	<b>\$ 395.4</b>	<b>\$ 23.4</b>	<b>\$ 323.8</b>	<b>\$ 47.3</b>
<b>Liabilities</b>								
<i>Derivative financial instruments</i>								
Foreign exchange contracts	206.7	—	206.7	—	176.3	—	176.3	—
<b>Total liabilities</b>	<b>\$ 206.7</b>	<b>\$ —</b>	<b>\$ 206.7</b>	<b>\$ —</b>	<b>\$ 176.3</b>	<b>\$ —</b>	<b>\$ 176.3</b>	<b>\$ —</b>

(a) Includes fixed income and other investments measured at fair value.

(b) Certain investments that are measured at fair value using net asset value per share (or its equivalent) have not been classified in the fair value hierarchy.

**Investment in Technip Energies** - The fair value of our investment in Technip Energies is based on quoted prices that we have the ability to access in public markets, see Note 11 for further details.

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

**Stable value fund and Money market fund** - The stable value fund and money market fund are valued at the net asset value of the shares held at the end of the quarter, which is based on the fair value of the underlying investments using information reported by our investment advisor at quarter-end.

**Held-to-maturity debt securities** - Held-to-maturity debt securities consist of government bonds. These investments are stated at amortized cost, which approximates fair value.

**Assets held for sale** - The fair value of our assets held for sale was determined using a market approach that took into consideration the expected sales price. As of March 31, 2021, our G1200 vessel is classified as held for sale. In March 2021, we entered into a Memorandum of Agreement to sell the vessel. The agreement is subject to certain conditions precedent to complete the transaction. We expect to complete the sale in the first half of 2021.

**Redeemable non-controlling interest** - We own a 51% share in Island Offshore Subsea AS that was subsequently renamed to TIOS AS. The non-controlling interest is recorded as mezzanine equity at fair value. The fair value measurement is based upon significant unobservable inputs not observable in the market and is consequently classified as a Level 3 in the fair value measurements hierarchy. As of March 31, 2021 and December 31, 2020, the fair value of our redeemable non-controlling interest was \$44.6 million and \$43.7 million, respectively.

**Derivative financial instruments** - We use the income approach as the valuation technique to measure the fair value of foreign currency derivative instruments on a recurring basis. This approach calculates the present value of the future cash flow by measuring the change from the derivative contract rate and the published market indicative currency rate, multiplied by the contract notional values. Credit risk is then incorporated by reducing the derivative's fair value in asset positions by the result of multiplying the present value of the portfolio by the counterparty's published credit spread. Portfolios in a liability position are adjusted by the same calculation; however, a spread representing our credit spread is used. Our credit spread, and the credit spread of other counterparties not publicly available, are approximated by using the spread of similar companies in the same industry, of similar size and with the same credit rating.

We currently have no credit-risk-related contingent features in our agreements with the financial institutions that would require us to post collateral for derivative positions in a liability position. See Note 19 for further details.

### Nonrecurring Fair Value Measurements

**Fair value of long-lived, non-financial assets** - Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that carrying amounts of such assets may not be recoverable.

The following summarizes impairments of long-lived assets and related post-impairment fair value for the three months ended March 31, 2021 and 2020:

(In millions)	Three Months Ended March 31,			
	2021		2020	
	Impairment	Fair Value <sup>(a)</sup>	Impairment	Fair Value <sup>(a)</sup>
Long-lived assets	\$ 18.8	\$ 31.6	\$ 104.6	\$ 269.6

(a) Measured as of the impairment date using the income approach and a 10.8% risk-adjusted rate of interest, resulting in a Level 3 fair value measurement.

### Other fair value disclosures

The carrying amounts of cash and cash equivalents, trade receivables, accounts payable, short-term debt, commercial paper, debt associated with our bank borrowings, credit facilities, as well as amounts included in other current assets and other current liabilities that meet the definition of financial instruments, approximate fair value.

**Fair value of debt** - We use a market approach to determine the fair value of our fixed-rate debt using observable market data, which results in a Level 2 fair value measurement. The estimated fair value of our private placement notes, senior notes and synthetic bonds was \$2,097.3 million and \$2,199.2 million as of March 31, 2021 and December 31, 2020, respectively.

**Credit risk** - By their nature, financial instruments involve risk, including credit risk, for non-performance by counterparties. Financial instruments that potentially subject us to credit risk primarily consist of trade receivables and derivative contracts. We manage the credit risk on financial instruments by transacting only with what management believes are financially secure counterparties, requiring credit approvals and credit limits, and monitoring counterparties' financial condition. Our maximum exposure to credit loss in the event of non-performance by the counterparty is limited to the amount drawn and outstanding on the financial instrument. Allowances for losses on trade receivables are established based on collectability assessments. We mitigate credit risk on derivative contracts by executing contracts only with counterparties that consent to a master netting agreement, which permits the net settlement of gross derivative assets against gross derivative liabilities.

### NOTE 21. SUBSEQUENT EVENT

On April 8, 2021, Pursuant to the "Share Purchase Agreement" with BPI, we refunded \$100.0 million to BPI as a result of their revised level of investment.

On April 27, 2021 we sold 25 million Technip Energies shares, representing 14% of Technip Energies' share capital, through a private placement by way of an accelerated bookbuild offering (the "Placement"). The sale price of the shares in the Placement was set at €11.10 per share, yielding total gross proceeds of €277.5 million or \$335.2 million.

Concurrently with the Placement, Technip Energies purchased from TechnipFMC 1.8 million shares (equivalent to 1% of share capital) at €11.10 per share, corresponding to the price of the Placement (the "Concurrent Sale to Technip Energies"). The sale of shares to Technip Energies yielded total gross proceeds of €20.0 million or \$24.2 million. This purchase was separate from the Placement.

Upon completion of the Placement and the Concurrent Sale to Technip Energies, TechnipFMC retains a direct stake of 55.5 million shares, representing 31% of Technip Energies' share capital.



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

### BUSINESS OUTLOOK

*Overall Outlook* - The short-term outlook for crude oil has improved. Economic activity continues to expand, driven by strong fiscal stimulus, COVID vaccinations, and re-openings of local economies. Additionally, oil supply has been constrained due to the industry's more disciplined capital spend, particularly for OPEC+ countries which appear to be focused on realizing a price that supports both economic growth and continued energy investment. These conditions could also provide greater price stability over the intermediate term.

Long-term demand for energy is forecasted to increase. Our conversations with clients remains constructive, and we believe the current outlook is providing them with the confidence to increase investments in new sources of oil and natural gas production.

On February 16, 2021, we completed the separation of the Technip Energies business segment. Subsequent to the Spin-off, we now operate under two reporting segments: Subsea and Surface Technologies. See Notes 2 and 11 for further details.

*Subsea* – The volatile, and generally low crude oil price environment of the last several years led many of our customers to reduce their capital spending plans and defer new deepwater projects. The trajectory and pace of further recovery and expansion in the subsea market is subject to more stringent capital discipline and the allocation of capital our clients dedicate to developing offshore oil and gas fields among their entire portfolio of projects. The risk of project sanctioning delays still exists in the current environment; however, innovative approaches to subsea projects, like our iEPCI™ solution, have improved project economics, and many offshore discoveries can be developed economically at today's crude oil prices. In the long-term, we believe deepwater development is expected to remain a significant part of many of our customers' portfolios.

As the subsea industry continues to evolve, we have taken actions to further streamline our organization, achieve standardization, and reduce cycle times. The rationalization of our global footprint will also further leverage the benefits of our integrated offering. We aim to continuously align our operations with activity levels, while preserving our core capacity in order to deliver current projects in backlog and future order activity.

We have experienced renewed operator confidence in advancing subsea activity as a result of the improved economic outlook, lower market volatility and higher oil price. With crude now trending above \$60 per barrel, the opportunity set of large subsea projects to be sanctioned over the next 24 months has expanded.

Front-end engineering and design ("FEED") activity continues to improve, with solid momentum experienced in the second half of 2020. FEED activity in the current year is expected to return to the more robust levels seen in 2019, which further supports our view of a sustainable recovery for deepwater. We expect at least 60% of the projects undergoing studies in 2021 to include an iEPCI™ solution, many of which could be directly awarded to our Company upon reaching final investment decision.

TechnipFMC is increasingly less dependent on larger, publicly tendered projects.

- We anticipate that an increasing share of our inbound orders will result from projects that will be directly awarded to our Company, many of which may come from our alliance partners;
- We anticipate higher activity in subsea services, with the industry's largest installed base; and
- We expect a higher mix of EPCI™ project awards, demonstrating strong geographic diversity and new adopters of our unique, integrated approach to subsea development.

For the remainder of 2021, we believe that Subsea inbound orders will exceed the \$4 billion achieved in 2020. We expect Brazil to be the most active region of the world for new project orders, driven by continued investment in the pre-salt field discoveries. We anticipate additional market growth potential coming from the North Sea, Asia Pacific and Africa. The strong front end activity we are experiencing today should further support project award momentum into 2022.

*Surface Technologies* – Surface Technologies' performance is typically driven by variations in global drilling activity, creating a dynamic environment. Operating results can be further impacted by stimulation activity and the completions intensity of shale applications in the Americas.

The North America shale market is sensitive to oil price fluctuations. The rig count exited 2020 below prior year-end levels but increased in the first quarter of 2021.

In 2021, we expect our completions-related revenue to outperform the overall market, driven by increased market adoption of iComplete™ – our fully integrated, digitally enabled pressure control system. iComplete™ has already achieved significant market penetration since its introduction in the third quarter of 2020, with more than 10 customers utilizing the new integrated system.

Drilling activity in international markets is less cyclical than North America as most activity is driven by national oil companies, which tend to maintain a longer term view that exhibits less variability in capital spend. Additionally, we continue to benefit from our exposure to the Middle East and Asia Pacific, both of which are being supported by strong gas-related activity.

In recent years, our international revenue has become a greater proportion of total segment revenue. We expect a gradual and steady recovery in well count in 2021 to drive modest international market growth, with spending increases led by national oil companies, particularly in the Middle East.

Our unique capabilities in the international markets, which demand higher specification equipment, global services and local content, provide a platform for us to extend our leadership positions. We remain levered to these more resilient markets where we expect to source approximately 65% of our full year Surface Technologies revenue in 2021.

**CONSOLIDATED RESULTS OF OPERATIONS OF TECHNIPFMC PLC**  
**THREE MONTHS ENDED MARCH 31, 2021 AND 2020**

(In millions, except %)	Three Months Ended March 31,		Change	
	2021	2020	\$	%
Revenue	\$ 1,632.0	\$ 1,582.6	49.4	3.1
<b>Costs and expenses</b>				
Cost of sales	1,441.2	1,404.1	37.1	2.6
Selling, general and administrative expense	147.6	195.3	(47.7)	(24.4)
Research and development expense	16.5	25.4	(8.9)	(35.0)
Impairment, restructuring and other expenses (Note 16)	25.5	3,199.1	(3,173.6)	(99.2)
<b>Total costs and expenses</b>	1,630.8	4,823.9	(3,193.1)	(66.2)
Other income (expense), net	35.6	(7.9)	43.5	550.6
Income from equity affiliates (Note 11)	7.7	21.1	(13.4)	(63.5)
Income from investment in Technip Energies (Note 11)	470.1	—	n/a	n/a
Loss on early extinguishment of debt	(23.5)	—	n/a	n/a
Net interest expense	(34.5)	(23.0)	(11.5)	(50.0)
<b>Income (loss) before income taxes</b>	456.6	(3,251.1)	3,707.7	114.0
Provision (benefit) for income taxes (Note 18)	24.5	(23.2)	47.7	205.6
<b>Income (loss) from continuing operations</b>	432.1	(3,227.9)	3,660.0	113.4
Income from continuing operations attributable to non-controlling interests	(1.8)	(6.9)	5.1	73.9
<b>Income (loss) from continuing operations attributable to TechnipFMC plc</b>	430.3	(3,234.8)	3,654.9	113.0
Income (loss) from discontinued operations	(60.2)	(17.8)	(42.4)	(238.2)
Income from discontinued operations attributable to non-controlling interests	(1.9)	(3.5)	1.6	45.7
<b>Net Income (loss) attributable to TechnipFMC plc</b>	368.2	(3,256.1)	3,624.3	111.3

### Revenue

Revenue increased \$49.4 million during the three months ended March 31, 2021, compared to the same period in 2020. Subsea revenue increased year-over-year primarily, due to increased project and services activity. This increase was offset by a decrease in revenue in our Surface Technologies segment, primarily as a result of the significant decline in operator activity in North America.

### Gross Profit

Gross profit (revenue less cost of sales) as a percentage of sales increased to 11.7% during the three months ended March 31, 2021, compared to 11.3% in the prior-year period. Subsea gross profit as a percentage of sales increased due to stronger operational performance and from lower operating costs. Surface Technologies gross profit as a percentage of sales increased year-over-year despite lower sales volume due to improved execution and benefits from prior year cost reduction.

### Selling, General and Administrative Expense

Selling, general and administrative expense decreased \$47.7 million year-over-year, primarily as a result of decreased expenses associated with our support functions. During the first half of 2020, in response to a deteriorated market environment driven in part by the COVID-19 pandemic, we implemented a series of cost reduction initiatives that resulted in significant savings and extended to all business segments and support functions.

### ***Impairment, Restructuring and Other Expense***

We incurred \$25.5 million of restructuring, impairment and other charges during the three months ended March 31, 2021 compared to \$3,199.1 million of restructuring, impairment and other charges incurred during the three months ended March 31, 2020. See Note 16 for further details.

### ***Other Income (expense), Net***

Other income (expense), net, primarily reflects foreign currency gains and losses, including gains and losses associated with the remeasurement of net cash positions and other non-operating gains and losses. During the three months ended March 31, 2021, we recognized \$35.6 million of other income, which primarily included \$28.1 million of net foreign exchange gains. During the three months ended March 31, 2020, we recognized \$7.9 million of other expenses, which primarily included \$23.1 million of net foreign exchange losses. The change in foreign exchange gains and losses is primarily due to foreign exchange gains from unhedged currencies and the effects of a stronger U.S. dollar on naturally hedged projects.

### ***Income from Investment in Technip Energies***

During the three months ended March 31, 2021, we recorded \$470.1 million as income from our investment in Technip Energies. The amount recognized was comprised of purchase price discount on sale of shares to BPI and a fair value revaluation gain of our investment. See Note 11 for further details.

### ***Net Interest Expense***

Net interest expense of \$34.5 million increased \$11.5 million in the three months ended March 31, 2021, compared to the same period in 2020, primarily due to higher interest expense associated with the \$1.0 billion senior notes issued during the three months ended March 31, 2021.

### ***Provision for Income Taxes***

Our provision for income taxes for the three months ended March 31, 2021 and 2020 reflected effective tax rates of 5.4% and 0.7%, respectively. The year-over-year change in the effective tax rate was primarily due to the impact of nondeductible goodwill impairments, offset in part by the reduced impact of losses in jurisdictions with a full valuation allowance and a favorable change in the forecasted earnings mix.

Our effective tax rate can fluctuate depending on our country mix of earnings, since our foreign earnings are generally subject to higher tax rates than in the United Kingdom.

### ***Discontinued Operations***

Income (loss) from discontinued operations, net of income taxes was \$(60.2) million and \$17.8 million for the three months ended March 31, 2021 and 2020, respectively. Income (loss) from discontinued operations included results for Technip Energies, which was spun-off on February 16, 2021. See Note 2 for further details.

**SEGMENT RESULTS OF OPERATIONS OF TECHNIPFMC PLC**  
**THREE MONTHS ENDED MARCH 31, 2021 AND 2020**

Segment operating profit is defined as total segment revenue less segment operating expenses. Certain items have been excluded in computing segment operating profit and are included in corporate items. See Note 5 for further details.

**Subsea**

(In millions, except %)	Three Months Ended March 31,		Favorable/(Unfavorable)	
	2021	2020	\$	%
Revenue	\$ 1,386.5	\$ 1,253.1	133.4	10.6
Operating profit (loss)	\$ 37.0	\$ (2,750.7)	2,787.7	101.3
Operating profit (loss) as a percentage of revenue	2.7 %	(219.5)%		222.2 pts.

Subsea revenue increased \$133.4 million, or 10.6%, year-over-year, primarily due to higher project and services activity.

Subsea operating profit for the three months ended March 31, 2021 improved versus the prior year, primarily due to the significant reduction in non-cash impairment charges as well as benefits from prior year cost reduction activities and increased installation activity.

Refer to 'Non-GAAP Measures' below for more information regarding our segment operating results.

**Surface Technologies**

(In millions, except %)	Three Months Ended March 31,		Favorable/(Unfavorable)	
	2021	2020	\$	%
Revenue	\$ 245.5	\$ 329.5	(84.0)	(25.5)
Operating profit (loss)	\$ 8.2	\$ (424.0)	432.2	101.9
Operating profit (loss) as a percentage of revenue	3.3 %	(128.7)%		132.0 pts.

Surface Technologies revenue decreased \$84.0 million, or 25.5%, year-over-year, primarily driven by the significant reduction in operator activity in North America. Revenue outside of North America displayed resilience. Nearly 70% of total segment revenue was generated outside of North America in the period.

Surface Technologies operating profit improved versus the prior year, primarily due to the significant reduction in non-cash impairment charges as well as improvements in execution, benefits from prior year cost reduction initiatives and ongoing cost control measures.

Refer to 'Non-GAAP Measures' below for more information regarding our segment operating results.

**Corporate Expenses**

(In millions, except %)	Three Months Ended March 31,		Favorable/(Unfavorable)	
	2021	2020	\$	%
Corporate expenses	\$ (28.8)	\$ (30.3)	1.5	5.0

Corporate expenses remained flat year-over-year.

Refer to 'Non-GAAP Measures' for further information regarding our segment operating results.

## NON-GAAP MEASURES

In addition to financial results determined in accordance with U.S. generally accepted accounting principles ("GAAP"), we provide non-GAAP financial measures (as defined in Item 10 of Regulation S-K of the Securities Exchange Act of 1934, as amended) below:

- Income from continuing operations, excluding charges and credits, as well as measures derived from it (excluding charges and credits);
- Income before net interest expense and taxes, excluding charges and credits ("Adjusted Operating profit");
- Depreciation and amortization, excluding charges and credits ("Adjusted Depreciation and amortization");
- Earnings before net interest expense, income taxes, depreciation and amortization, excluding charges and credits ("Adjusted EBITDA");
- Corporate expenses excluding charges and credits and foreign exchange impacts; and
- Net (debt) cash.

Management believes that the exclusion of charges and credits from these financial measures enables investors and management to more effectively evaluate our operations and consolidated results of operations period-over-period, and to identify operating trends that could otherwise be masked or misleading to both investors and management by the excluded items. These measures are also used by management as performance measures in determining certain incentive compensation. The foregoing non-GAAP financial measures should be considered in addition to, not as a substitute for or superior to, other measures of financial performance prepared in accordance with GAAP.

The following is a reconciliation of the most comparable financial measures under GAAP to the non-GAAP financial measures.

### CONSOLIDATED RESULTS OF OPERATIONS OF TECHNIPFMC PLC RECONCILIATION OF GAAP TO NON-GAAP FINANCIAL MEASURES

	Three Months Ended March 31, 2021						
	Income (loss) from continuing operations attributable to TechnipFMC plc	Income attributable to non-controlling interest from continuing operations	Provision (benefit) for income taxes	Net interest expense and loss on early extinguishment of debt	Income (loss) before net interest expense and income taxes (Operating profit)	Depreciation and amortization	Earnings before net interest expense, income taxes, depreciation and amortization (EBITDA)
TechnipFMC plc, as reported	\$ 430.3	\$ 1.8	\$ 24.5	\$ 58.0	\$ 514.6	\$ 95.2	\$ 609.8
Charges and (credits):							
Impairment and other charges	18.8	—	—	—	18.8	—	18.8
Restructuring and other charges	6.5	—	0.2	—	6.7	—	6.7
(Income) loss from investment in Technip Energies	(470.1)	—	—	—	(470.1)	—	(470.1)
Adjusted financial measures	\$ (14.5)	\$ 1.8	\$ 24.7	\$ 58.0	\$ 70.0	\$ 95.2	\$ 165.2
Diluted earnings (loss) per share from continuing operations attributable to TechnipFMC plc, as reported	\$ 0.95						
Adjusted diluted earnings per share from continuing operations attributable to TechnipFMC plc	\$ (0.03)						

Three Months Ended March 31, 2020							
	Income (loss) from continuing operations attributable to TechnipFMC plc	Income attributable to non-controlling interest from continuing operations	Provision (benefit) for income taxes	Net interest expense	Income (loss) before net interest expense and income taxes (Operating profit)	Depreciation and amortization	Earnings before net interest expense, income taxes, depreciation and amortization (EBITDA)
TechnipFMC plc, as reported	\$ (3,234.8)	\$ 6.9	\$ (23.2)	\$ 23.0	\$ (3,228.1)	\$ 108.7	\$ (3,119.4)
Charges and (credits):							
Impairment and other charges	3,159.9	—	28.1	—	3,188.0	—	3,188.0
Restructuring and other charges	4.5	—	1.5	—	6.0	—	6.0
Direct COVID-19 expenses	3.9	—	1.2	—	5.1	—	5.1
Purchase price accounting adjustment	6.5	—	2.0	—	8.5	(8.5)	—
Adjusted financial measures	<u>\$ (60.0)</u>	<u>\$ 6.9</u>	<u>\$ 9.6</u>	<u>\$ 23.0</u>	<u>\$ (20.5)</u>	<u>\$ 100.2</u>	<u>\$ 79.7</u>
Diluted earnings (loss) per share from continuing operations attributable to TechnipFMC plc, as reported							
	\$ (7.23)						
Adjusted diluted earnings per share from continuing operations attributable to TechnipFMC plc							
	\$ (0.13)						

**CONSOLIDATED RESULTS OF OPERATIONS OF TECHNIPFMC PLC**  
**RECONCILIATION OF GAAP TO NON-GAAP FINANCIAL MEASURES**

	Three Months Ended March 31, 2021				
	Subsea	Surface Technologies	Corporate Expense	Foreign Exchange, net and Other	Total
Revenue	\$ 1,386.5	\$ 245.5	\$ —	\$ —	\$ 1,632.0
Operating profit (loss), as reported (pre-tax)	\$ 37.0	\$ 8.2	\$ (28.8)	\$ 498.2	\$ 514.6
Charges and (credits):					
Impairment and other charges	15.7	0.1	3.0	—	18.8
Restructuring and other charges	4.0	2.7	—	—	6.7
(Income) loss from investment in Technip Energies	—	—	—	(470.1)	(470.1)
Subtotal	19.7	2.8	3.0	(470.1)	(444.6)
Adjusted Operating profit (loss)	56.7	11.0	(25.8)	28.1	70.0
Depreciation and amortization	78.4	15.9	0.9	—	95.2
Adjusted EBITDA	\$ 135.1	\$ 26.9	\$ (24.9)	\$ 28.1	\$ 165.2
Operating profit margin, as reported	2.7 %	3.3 %			31.5 %
Adjusted Operating profit margin	4.1 %	4.5 %			4.3 %
Adjusted EBITDA margin	9.7 %	11.0 %			10.1 %

  

	Three Months Ended March 31, 2020				
	Subsea	Surface Technologies	Corporate Expense	Foreign Exchange, net	Total
Revenue	\$ 1,253.1	\$ 329.5	\$ —	\$ —	\$ 1,582.6
Operating profit (loss), as reported (pre-tax)	\$ (2,750.7)	\$ (424.0)	\$ (30.3)	\$ (23.1)	\$ (3,228.1)
Charges and (credits):					
Impairment and other charges	2,776.5	411.5	—	—	3,188.0
Restructuring and other charges*	(6.9)	11.8	1.1	—	6.0
Direct COVID-19 expenses	4.0	1.1	—	—	5.1
Purchase price accounting adjustments	8.5	—	—	—	8.5
Subtotal	2,782.1	424.4	1.1	—	3,207.6
Adjusted Operating profit (loss)	31.4	0.4	(29.2)	(23.1)	(20.5)
Adjusted Depreciation and amortization	73.4	24.1	2.7	—	100.2
Adjusted EBITDA	\$ 104.8	\$ 24.5	\$ (26.5)	\$ (23.1)	\$ 79.7
Operating profit margin, as reported	-219.5 %	-128.7 %			-204.0 %
Adjusted Operating profit margin	2.5 %	0.1 %			-1.3 %
Adjusted EBITDA margin	8.4 %	7.4 %			5.0 %



## INBOUND ORDERS AND ORDER BACKLOG

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

(In millions)	Inbound Orders	
	Three Months Ended	
	March 31,	
	2021	2020
Subsea	\$ 1,518.8	\$ 1,172.1
Surface Technologies	203.3	366.3
<b>Total inbound orders</b>	<b>\$ 1,722.1</b>	<b>\$ 1,538.4</b>

*Order backlog* - Order backlog is calculated as the estimated sales value of unfilled, confirmed customer orders at the reporting date. Backlog reflects the current expectations for the timing of project execution. See Note 5 for further details.

(In millions)	Order Backlog	
	March 31,	
	December 31,	
	2021	2020
Subsea	\$ 6,857.1	\$ 6,876.0
Surface Technologies	364.3	413.5
<b>Total order backlog</b>	<b>\$ 7,221.4</b>	<b>\$ 7,289.5</b>

*Subsea* - Subsea backlog of \$6.9 billion as of March 31, 2021 was composed of various subsea projects, including Total Mozambique LNG; Eni Coral and Merakes; Petrobras Mero I and Mero II; Energean Karish North, El Amriya and Idku; ExxonMobil Payara; Petronas Limbayong; Reliance MJ-1; Equinor Breidablikk; Husky West White Rose; Chevron Gorgon Stage 2; Santos Barossa Phase I; Woodside Pyxis and Lambert Deep.

*Surface Technologies* - Order backlog for Surface Technologies as of March 31, 2021 decreased by \$49.2 million compared to December 31, 2020. Given the short-cycle nature of the business, most orders are quickly converted into sales revenue; longer contracts are typically converted within 12 months.

*Non-consolidated backlog* - As of March 31, 2021, we had \$611.6 million of non-consolidated order backlog in our Subsea segment. Non-consolidated order backlog reflects the proportional share of backlog related to joint ventures that is not consolidated due to our minority ownership position.

## LIQUIDITY AND CAPITAL RESOURCES

Most of our cash is managed centrally and flows through centralized bank accounts controlled and maintained by TechnipFMC globally and in many operating jurisdictions to best meet the liquidity needs of our global operations.

We expect to meet the continuing funding requirements of our global operations with cash generated by such operations and our existing Revolving Credit Facility.

*Net (Debt) Cash* - Net (debt) cash, is a non-GAAP financial measure reflecting cash and cash equivalents, net of debt. Management uses this non-GAAP financial measure to evaluate our capital structure and financial leverage. We believe net debt, or net cash, is a meaningful financial measure that may assist investors in understanding our financial condition and recognizing underlying trends in our capital structure. Net (debt) cash should not be considered an alternative to, or more meaningful than, cash and cash equivalents as determined in accordance with GAAP or as an indicator of our operating performance or liquidity.

The following table provides a reconciliation of our cash and cash equivalents to net debt, utilizing details of classifications from our condensed consolidated balance sheets:

(In millions)	March 31, 2021	December 31, 2020
Cash and cash equivalents	\$ 752.8	\$ 1,269.2
Short-term debt and current portion of long-term debt	(96.8)	(624.7)
Long-term debt, less current portion	(2,434.3)	(2,835.5)
<b>Net debt</b>	<b>\$ (1,778.3)</b>	<b>\$ (2,191.0)</b>

## Cash Flows

*Operating cash flows from continuing operations* - During the three months ended March 31, 2021 and 2020, we generated \$181.5 million and used \$439.8 million, respectively, in operating cash flows from continuing operations. The increase of \$621.3 million in cash generated by operating activities from continuing operations was primarily due to timing differences on project milestones and vendor payments.

*Investing cash flows from continuing operations* - Investing activities provided \$196.9 million during the three months ended March 31, 2021 and used \$64.0 million of cash during the three months ended March 31, 2020. The increase of \$260.9 million in cash provided by investing activities was primarily due to the proceeds received from BPI and a reduction of capital expenditures during the three months ended March 31, 2021.

*Financing cash flows from continuing operations* - Financing activities used \$866.6 million and provided \$261.2 million of cash during the three months ended March 31, 2021 and 2020, respectively. The increase in cash used by financing activities was primarily due to the increased debt pay down activity during the three months ended March 31, 2021.

## Debt and Liquidity

### Debt Financing Transactions in Connection with the Spin-off

In connection with the Spin-off, we executed a series of refinancing transactions, in order to provide a capital structure with sufficient cash resources to support future operating and investment plans.

#### Debt Issuance

- On February 16, 2021, we entered into a credit agreement, which provides for a \$1.0 billion three-year senior secured multicurrency revolving credit facility ("Revolving Credit Facility") including a \$450.0 million letter of credit subfacility; and
- On January 29, 2021, we issued \$1.0 billion of 6.50% senior notes due 2026 (the "2021 Notes").

#### Repayment of Debt

The proceeds from the debt issuance described above along with the available cash on hand were used to fund:

- The repayment of all \$542.4 million of the outstanding Synthetic Convertible Bonds that matured in January 2021;
- The repayment of all \$500.0 million aggregate principal amount of outstanding 3.45% Senior Notes due 2022. In connection with the repayment, we recorded a loss on extinguishment of debt of \$23.5 million related to the difference between the amount paid and the net carrying value of the debt; and
- The termination of the \$2.5 billion senior unsecured revolving credit facility we entered into on January 17, 2017; and the termination of the €500.0 million Euro Facility entered into on May 19, 2020; and the termination of the CCFF Program entered into on May 19, 2020. In connection with the termination of these credit facilities, we repaid \$830.9 million of the outstanding commercial paper borrowings.

Availability of borrowings under the Revolving Credit Facility is reduced by the outstanding letters of credit issued against the facility. As of March 31, 2021, there were no letters of credit outstanding and availability of borrowings under the Revolving Credit Facility was \$800.0 million.

As of March 31, 2021, we were in compliance with all restrictive covenants under the Revolving Credit Facility. See Note 13 for further details.

*Credit Ratings* - Our credit ratings with Standard and Poor's (S&P) are BB+ for our long-term unsecured debt and B for our short-term debt and commercial paper program. Our credit ratings with Moody's are Ba1 for our long-term unsecured debt and NP for our commercial paper program.

### ***Credit Risk Analysis***

For the purposes of mitigating the effect of the changes in exchange rates, we hold derivative financial instruments. Valuations of derivative assets and liabilities reflect the fair value of the instruments, including the values associated with counterparty risk. These values must also take into account our credit standing, thus including the valuation of the derivative instrument and the value of the net credit differential between the counterparties to the derivative contract. Adjustments to our derivative assets and liabilities related to credit risk were not material for any period presented.

The income approach was used as the valuation technique to measure the fair value of foreign currency derivative instruments on a recurring basis. This approach calculates the present value of the future cash flow by measuring the change from the derivative contract rate and the published market indicative currency rate, multiplied by the contract notional values. Credit risk is then incorporated by reducing the derivative's fair value in asset positions by the result of multiplying the present value of the portfolio by the counterparty's published credit spread. Portfolios in a liability position are adjusted by the same calculation; however, a spread representing our credit spread is used. Our credit spread, and the credit spread of other counterparties not publicly available, are approximated using the spread of similar companies in the same industry, of similar size, and with the same credit rating. See Note 20 for further details.

### ***Financial Position Outlook***

We are committed to a strong balance sheet and ample liquidity that that will enable us to avoid distress in cyclical troughs and access capital markets throughout the cycle. We believe our liquidity has and continues to exceed the level required to achieve this goal.

Our objective in financing our business is to maintain sufficient liquidity, adequate financial resources and financial flexibility in order to fund the requirements of our business. Our capital expenditures can be adjusted and managed to match market demand and activity levels. Based on current market conditions and our future expectations, our capital expenditures for 2021 are estimated to be approximately \$250.0 million. Projected capital expenditures do not include any contingent capital that may be needed to respond to a contract award.

Subsequent to the completion of the Spin-off and sale of shares to BPI, we own 45.7% of the outstanding shares of Technip Energies as of March 31, 2021.

On April 27, 2021 we sold 25 million Technip Energies shares through a private placement by way of an accelerated bookbuild offering (the "Placement"). Concurrently with the Placement, Technip Energies purchased from TechnipFMC 1.8 million shares. This purchase was separate from the Placement. Upon completion of the Placement and the Concurrent Sale to Technip Energies, TechnipFMC retains a direct stake of 55.5 million shares, representing 31% of Technip Energies' share capital.

We intend to conduct an orderly sale of our remaining stake in Technip Energies over time and will use the proceeds (net of broker fees and discounts) from future sales to further reduce our net leverage. We do not intend to remain a long-term shareholder of Technip Energies and will exit our ownership stake in a timely and orderly manner within a year.

## CRITICAL ACCOUNTING ESTIMATES

Refer to our Annual Report on Form 10-K for the year ended December 31, 2020 for a discussion of our critical accounting estimates. During the three months ended March 31, 2021, there were no changes to our identified critical accounting estimates.

## OTHER MATTERS

On March 28, 2016, FMC Technologies received an inquiry from the U.S. Department of Justice ("DOJ") related to the DOJ's investigation of whether certain services Unaoil S.A.M. provided to its clients, including FMC Technologies, violated the U.S. Foreign Corrupt Practices Act ("FCPA"). On March 29, 2016, Technip S.A. also received an inquiry from the DOJ related to Unaoil. We cooperated with the DOJ's investigations and, with regard to FMC Technologies, a related investigation by the SEC.

In late 2016, Technip S.A. was contacted by the DOJ regarding its investigation of offshore platform projects awarded between 2003 and 2007, performed in Brazil by a joint venture company in which Technip S.A. was a minority participant, and we have also raised with DOJ certain other projects performed by Technip S.A. subsidiaries in Brazil between 2002 and 2013. The DOJ has also inquired about projects in Ghana and Equatorial Guinea that were awarded to Technip S.A. subsidiaries in 2008 and 2009, respectively. We cooperated with the DOJ in its investigation into potential violations of the FCPA in connection with these projects. We contacted and cooperated with the Brazilian authorities (Federal Prosecution Service ("MPF"), the Comptroller General of Brazil ("CGU") and the Attorney General of Brazil ("AGU")) with their investigation concerning the projects in Brazil and have also contacted and are cooperating with French authorities (the Parquet National Financier ("PNF")) about these existing matters.

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 CGU/AGU to resolve these anti-corruption investigations. We will not be required to have a monitor and will, instead, provide reports on our anti-corruption program to the Brazilian and U.S. authorities for two and three years, respectively.

As part of this resolution, we entered into a three-year Deferred Prosecution Agreement ("DPA") with the DOJ related to charges of conspiracy to violate the FCPA related to conduct in Brazil and with Unaoil. In addition, Technip USA, Inc., a U.S. subsidiary, pled guilty to one count of conspiracy to violate the FCPA related to conduct in Brazil. We will also provide the DOJ reports on our anti-corruption program during the term of the DPA.

In Brazil, our subsidiaries Technip Brasil - Engenharia, Instalações E Apoio Marítimo Ltda. and Flexibrás Tubos Flexíveis Ltda. entered into leniency agreements with both the MPF and the CGU/AGU. We have committed, as part of those agreements, to make certain enhancements to their compliance programs in Brazil during a two-year self-reporting period, which aligns with our commitment to cooperation and transparency with the compliance community in Brazil and globally.

In September 2019, the SEC approved our previously disclosed agreement in principle with the SEC Staff and issued an Administrative Order, pursuant to which we paid the SEC \$5.1 million, which was included in the global resolution of \$301.3 million.

To date, the investigation by PNF related to historical projects in Equatorial Guinea and Ghana has not reached resolution. We remain committed to finding a resolution with the PNF and will maintain a \$70.0 million provision related to this investigation. As we continue to progress our discussions with PNF towards resolution, the amount of a settlement could exceed this provision.

There is no certainty that a settlement with PNF will be reached or that the settlement will not exceed current accruals. The PNF has a broad range of potential sanctions under anti-corruption laws and regulations that it may seek to impose in appropriate circumstances including, but not limited to, fines, penalties, and modifications to business practices and compliance programs. Any of these measures, if applicable to us, as well as potential customer reaction to such measures, could have a material adverse impact on our business, results of operations, and financial condition. If we cannot reach a resolution with the PNF, we could be subject to criminal proceedings in France, the outcome of which cannot be predicted.

### **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

For quantitative and qualitative disclosures about market risk affecting the Company, see Part II, Item 7A, “Quantitative and Qualitative Disclosures About Market Risk,” in our Annual Report on Form 10-K for the year ended December 31, 2020. Our exposure to market risk has not changed materially since December 31, 2020.

### **ITEM 4. CONTROLS AND PROCEDURES**

#### ***Evaluation of Disclosure Controls and Procedures***

As of March 31, 2021, under the direction of our Chief Executive Officer and Chief Financial Officer, we have evaluated the effectiveness of our disclosure controls and procedures, as defined in Rule 13a-15(e) under the Exchange Act. Based upon this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were effective as of March 31, 2021.

#### ***Changes in Internal Controls over Financial Reporting***

There were no changes in our internal control over financial reporting during the three months ended March 31, 2021 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## **PART II — OTHER INFORMATION**

### **ITEM 1. LEGAL PROCEEDINGS**

A purported shareholder class action filed in 2017 and amended in January 2018 and captioned Prause v. TechnipFMC, et al., No. 4:17-cv-02368 (S.D. Texas) is pending in the U.S. District Court for the Southern District of Texas ("District Court") against the Company and certain current and former officers and employees of the Company. The suit alleged violations of the federal securities laws in connection with the Company's restatement of our first quarter 2017 financial results and a material weakness in our internal control over financial reporting announced on July 24, 2017. On January 18, 2019, the District Court dismissed claims under Section 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended, and Section 15 of the Securities Act of 1933, as amended ("Securities Act"). The shareholder also asserted a claim for alleged violation of Section 11 of the Securities Act in connection with the reporting of certain financial results in the Company's Registration Statement on Form S-4 filed in 2016. On December 13, 2020, the parties filed a Stipulation and Agreement of Settlement to settle all claims asserted in the suit with prejudice. The Defendants entered into the Stipulation solely to eliminate the burden, expense, uncertainty and risk of further litigation, and denied, and continue to deny, each and all of the claims and contentions alleged by the shareholder plaintiff in this action. On December 16, 2020, the District Court entered an order preliminarily approving the settlement and ordering notice to the settlement class. On March 22, 2021, after a hearing, the Court entered a final judgment approving the settlement.

In addition to the above-referenced matter, we are involved in various other pending or potential legal actions or disputes in the ordinary course of our business. These actions and disputes can involve our agents, suppliers, clients, and joint venture partners and can include claims related to payment of fees, service quality, and ownership arrangements including certain put or call options. Management is unable to predict the ultimate outcome of these actions because of their inherent uncertainty. However, management believes that the most probable, ultimate resolution of these matters will not have a material adverse effect on our consolidated financial position, results of operations, or cash flows.

### **ITEM 1A. RISK FACTORS**

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 I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2020.

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

We had no unregistered sales of equity securities during the three months ended March 31, 2021.

#### ***Issuer Purchases of Equity Securities***

We did not have any purchases of equity securities during the three months ended March 31, 2021.

### **ITEM 3. DEFAULTS UPON SENIOR SECURITIES**

None.

### **ITEM 4. MINE SAFETY DISCLOSURES**

None.

### **ITEM 5. OTHER INFORMATION**

None.

## ITEM 6. EXHIBITS

Exhibit Number	Exhibit Description
4.1	<a href="#">Indenture, dated January 29, 2021, between TechnipFMC plc and U.S. Bank National Association, as trustee (including the form of 6.500% Senior Note due 2026), (incorporated by reference from Exhibit 4.1 to the Current Report on Form 8-K filed on January 29, 2021) (File No. 001-37983)</a>
4.1.a	<a href="#">Supplemental Indenture, dated February 16, 2021, by and among TechnipFMC plc, the guarantors party thereto, and U.S. Bank National Association, as trustee (incorporated by reference from Exhibit 4.1 to the Current Report on Form 8-K filed on February 16, 2021) (File No. 001-37983)</a>
10.1	<a href="#">Separation and Distribution Agreement, dated as of January 7, 2021, by and between the Company and Technip Energies B.V. (incorporated by reference from Exhibit 10.1 to the Current Report on Form 8-K filed on January 12, 2021) (File No. 001-37983)</a>
10.2	<a href="#">Share Purchase Agreement, dated as of January 7, 2021, by and between the Company and Bpifrance Participations SA (incorporated by reference from Exhibit 10.2 to the Current Report on Form 8-K filed on January 12, 2021) (File No. 001-37983)</a>
10.3	<a href="#">Relationship Agreement, dated as of January 7, 2021, by and among the Company, Technip Energies B.V. and Bpifrance Participations SA (incorporated by reference from Exhibit 10.3 to the Current Report on Form 8-K filed on January 12, 2021) (File No. 001-37983)</a>
10.4	<a href="#">Commitment Letter, dated as of January 7, 2021, by and among the Company and the financial institutions party thereto (incorporated by reference from Exhibit 10.4 to the Current Report on Form 8-K filed on January 12, 2021) (File No. 001-37983)</a>
10.5	<a href="#">Tax Matters Agreement, dated as of February 16, 2021 by and between TechnipFMC plc and Technip Energies B.V. (incorporated by reference from Exhibit 10.1 to the Current Report on Form 8-K filed on February 16, 2021) (File No. 001-37983)</a>
10.6	<a href="#">Employee Matters Agreement, dated as of February 15, 2021, by and between TechnipFMC plc and Technip Energies B.V. (incorporated by reference from Exhibit 10.2 to the Current Report on Form 8-K filed on February 16, 2021) (File No. 001-37983)</a>
10.7	<a href="#">Transition Services Agreement, dated as of February 15, 2021 by and between TechnipFMC plc and Technip Energies B.V. (incorporated by reference from Exhibit 10.3 to the Current Report on Form 8-K filed on February 16, 2021) (File No. 001-37983)</a>
10.8	<a href="#">Patent License Agreement, dated as of February 15, 2021 by and between TechnipFMC plc and Technip Energies B.V. (incorporated by reference from Exhibit 10.4 to the Current Report on Form 8-K filed on February 16, 2021) (File No. 001-37983)</a>
10.9	<a href="#">Coexistence and Trademark Matters Agreement, dated as of February 15, 2021 by and between TechnipFMC plc and Technip Energies B.V. (incorporated by reference from Exhibit 10.5 to the Current Report on Form 8-K filed on February 16, 2021) (File No. 001-37983)</a>
10.10	<a href="#">Credit Agreement, dated February 16, 2021, by and among TechnipFMC plc, JPMorgan Chase Bank, N.A., Citigroup Global Markets Inc. or an affiliate, DNB Capital, LLC or an affiliate, Société Générale, Sumitomo Mitsui Banking Corporation, Wells Fargo Securities, LLC and BofA Securities, Inc., collectively, as lead arrangers, JPMorgan Chase Bank, N.A., as administrative agent, Standard Chartered Bank, as documentation agent, and the lenders party thereto (incorporated by reference from Exhibit 10.6 to the Current Report on Form 8-K filed on February 16, 2021) (File No. 001-37983)</a>
10.11*	<a href="#">Form of Restricted Stock Unit Agreement pursuant to the Amended and Restated TechnipFMC plc Incentive Award Plan (Non-Employee Director)</a>
10.12*	<a href="#">Form of Restricted Stock Unit Agreement pursuant to the Amended and Restated TechnipFMC plc Incentive Award Plan (Employee)</a>
10.13*	<a href="#">Form of Performance Stock Unit Agreement pursuant to the Amended and Restated TechnipFMC plc Incentive Award Plan (Employee)</a>
31.1	<a href="#">Certification of Chief Executive Officer Pursuant to Rule 13a-14(a) and Rule 15d-14(a).</a>
31.2	<a href="#">Certification of Chief Financial Officer Pursuant to Rule 13a-14(a) and Rule 15d-14(a).</a>
32.1**	<a href="#">Certification of Chief Executive Officer Under Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. 1350.</a>
32.2**	<a href="#">Certification of Chief Financial Officer Under Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. 1350.</a>
101.INS	XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

\* Indicates a management contract or compensatory plan or arrangement.

\*\* Furnished with this Quarterly Report on Form 10-Q.

## SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

TechnipFMC plc  
(Registrant)

/s/ Krisztina Doroghazi

Krisztina Doroghazi

Senior Vice President, Controller and Chief Accounting Officer  
(Principal Accounting Officer and a Duly Authorized Officer)

Date: May 3, 2021



**RESTRICTED STOCK UNIT AGREEMENT  
PURSUANT TO THE  
TECHNIPFMC PLC INCENTIVE AWARD PLAN**

**Directors**

This Restricted Stock Unit Agreement (the “Agreement”) is made as of the <<Grant Date>> (the “Grant Date”) by TechnipFMC plc, a public limited company incorporated under the laws of England and Wales (the “Company”) and <<Participant Name>> (the “Participant”).

The TechnipFMC plc Incentive Award Plan (the “Plan”), as it may be amended or restated from time to time, is incorporated by reference and made a part of this Agreement and will control the rights and obligations of the Company and the Participant under this Agreement. Except as otherwise expressly provided herein, all capitalized terms have the meanings provided in the Plan. To the extent there is a conflict between the Plan and this Agreement, the provisions of the Plan will prevail.

The Compensation Committee of the Company’s Board of Directors (the “Committee”) determined that it would be in the interest of the Company and its stockholders to grant an award of restricted stock units to the Participant as an inducement to remain in the service of the Company.

The Committee, on behalf of the Company, grants to the Participant an award of <<Shares Granted>> restricted stock units (the “RSUs”) of the Company’s ordinary shares (the “Shares”). The award is made upon the following terms and conditions:

i. Vesting. The RSUs will vest one year following the Grant Date (the “Vesting Date”), subject to the Participant’s continued service as a Director of the Company through the Vesting Date. The RSUs will be payable as elected by the Participant pursuant to a timely filed Award Election Form under the TechnipFMC plc Directors Deferred Compensation Plan, or if no such election is made, then upon termination of service from the Board of Directors, unless otherwise provided in Section 2 and 3 below (the “Settlement Date”). All RSUs will be forfeited upon Participant’s Termination of Service before the Vesting Date other than as provided in Sections 2 or 3 below. **Prior to the Vesting Date, an Award remains subject to substantial risk of forfeiture.**

ii. Death or Disability. Notwithstanding Section 1, in the event of Participant’s death or Disability (as defined below) prior to the Vesting Date, the RSUs will vest in full and be payable as soon as practicable, but not more than sixty (60) days, following the date of such death or Disability. “Disability” means Participant’s inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that can be expected to last for a continuous period of not less than twelve (12) months.

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

iv. Rights and Obligations as Stockholder.

1. Prior to the Settlement Date, the Participant may not vote, sell, exchange, transfer, pledge, hypothecate or otherwise dispose of any of the RSUs. The Participant will receive Dividend Equivalents on the RSUs, provided, however, that no Dividend Equivalents shall be payable prior to the Vesting Date on any unvested RSUs. All Dividend Equivalents paid on unvested RSUs shall be held by the Company until such RSUs become vested RSUs and shall be paid to the Participant as soon as practicable, but no later than sixty days following the Settlement Date.

2. After the Settlement Date, the Participant agrees to comply with any and all of the Company's policies and procedures related to trading in the Company's Shares, including, but not limited to, the Company's *Code of Business Conduct* and the *Insider Trading Policy* and the insider trading and anti-market abuse rules of the U.S. Securities Exchange Act, the Market Abuse Regulation ((EU) No 596/2014 (**MAR**)) and the UK Market Abuse Exit Regulations 2019.

v. No Limitation on Rights of the Company. The granting of RSUs will not in any way affect the right or power of the Company to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate, reincorporate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

vi. Employment. Nothing in this Agreement or in the Plan will be construed as constituting a commitment, guarantee, agreement or understanding of any kind or nature that the Company will continue to appoint the Participant as a Director, or as affecting in any way the right of the Company to terminate the appointment of the Participant at any time.

vii. Government Regulation. The Company's obligation to deliver Shares following the Vesting Date will be subject to all applicable laws, rules and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required.

viii. Withholding. The Company, in accordance with the terms of the Plan, will comply with all applicable withholding tax laws, and will be entitled to take any action necessary to effectuate such compliance. The Company may withhold a portion of the Shares to which the Participant or beneficiary otherwise would be entitled equivalent in value to the taxes required to be withheld, determined based upon the Fair Market Value of the Shares. For purposes of withholding, Fair Market Value shall be equal to the closing price (as reported on the New York Stock Exchange) of the Shares on the Settlement Date, or, if the Settlement Date is not a business day, the next business day immediately following the Settlement Date.

ix. Notice. Any notice to the Company provided for in this Agreement will be addressed to it in care of its Secretary, TechnipFMC plc, John T. Gremp Campus, 13450 Lockwood Road, Houston, Texas 77044, and any notice to the Participant (or other person entitled to receive the RSUs) will be addressed to such person at the Participant's address now on file with the Company, or to such other address as either may designate to the other in writing. Any notice will be deemed to be duly given when sent via email or when sent by certified mail (return

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

x. Administration. The Participant's rights under this Agreement are expressly subject to the terms and conditions of the Plan, if any, a copy of which has been made available to the Participant.

xi. Binding Effect. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

xii. Sole Agreement. This Agreement constitutes the entire agreement between the parties to it relating to the RSUs and supersedes any and all prior oral and written representations. This Agreement may only be amended by written agreement between the Company and the Participant.

xiii. Delivery of Documents. Any document relating to participation in the Plan or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any, provided for the Participant by the Company, or upon deposit in a government sponsored postal service, by registered or certified mail, or with an internationally recognized overnight courier service, with postage and fees prepaid, addressed to the other party at the address shown below that party's signature hereto or at such other address as such party may designate in writing from time to time to the other party.

1. Description of Electronic Delivery. The Plan documents, which may include but do not necessarily include: the Plan, this Agreement, the Plan's prospectus, and any reports of the Company provided generally to the Company's stockholders, may be delivered to the Participant electronically. In addition, the Participant may deliver electronically the Agreement to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the 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 document via e-mail or such other means of electronic delivery specified by the Company. The Participant may revoke his or her consent to the electronic delivery of documents or may change the electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents described herein. Electronic execution of this Agreement shall have the same binding effect as a written or hard copy signature and accordingly, shall bind the Participant and the Company to all of the terms and conditions set forth in the Plan and this Agreement.

2. Paper Copies. Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Participant

by contacting the Company by telephone or in writing. The Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery or execution of such document fails.

xiv.Section 409A. This Award is not intended to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, “Section 409A”). However, notwithstanding any other provision of the Plan or this Agreement, if at any time the Administrator determines that this Award (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify the Participant or any other person for failure to do so) to adopt such amendments to the Plan or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

xv.Governing Law. The interpretation, performance and enforcement of this Agreement will be governed by the laws of the State of Delaware.

i.Data Privacy. Participant acknowledges, agrees and consents, in order to perform, including to implement, manage and administer the Plan and the Agreement (“Purposes”), it is necessary to collect and process certain personal information concerning the Participant including: Participant’s name, home address, telephone number, date of birth, national identification number, nationality, any shares of stock held in the Company and details of all Awards (“Data”). The Company, having its registered office at One St. Paul’s Churchyard, London, EC4M 8AP, United Kingdom, is the data controller for such processing. As the case may be, Data are collected directly from the Participant or are provided by the Company.

In addition to the Purposes, Company uses the Data (i) in order to comply with securities law and financial reporting and other legal requirements, and (ii) on the basis of its legitimate interest in case of a pending and/or threatening dispute and/or (legal) claim, investigation by a relevant supervisory authority, litigation or arbitration, to determine its legal position, in order to obtain (external) advice and/or to establish and/or defend its (legal) position and/or to exercise a (legal) claim.

Data may be disclosed to third-party stock plan administrators (including banks, brokers, custodians, central securities depositories, stock exchanges, etc.), their respective auditors, advisors and consultants and any other parties as may be required or appropriate for the Purposes. Data may also be made available to public authorities where required by law or regulation and may also be disclosed to judicial and arbitration courts and/or committees and external advisors. These entities and authorities may be located in the United States, the United Kingdom, the European Economic Area, or elsewhere, including in territories where data

protection laws may not be as protective as in the Participant’s jurisdiction of residence. Where relevant, the Company and its Subsidiaries will implement appropriate safeguards to ensure the protection of the Data when disclosing the Data to a third party, such as the standard contractual clauses proposed by the European Commission. Participant may request a copy of such safeguards by contacting the TechnipFMC Data Protection Office at [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com) or Participant’s local human resources representative.

Participant may request to have access to the his or her Data, to rectify any such Data, to erase the Data, to restrict processing of 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 or other similar applicable regulations and has the right to file complaints and/or claims with the competent data protection authority. Requests regarding the Data, questions or complaints may be addressed by contacting the TechnipFMC Data Protection Office at [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com).

Data will be held and used only as long as is necessary for the Purposes. Only where the Company and/or its Subsidiaries are legally obliged to (e.g. for compliance with legal and financial reporting purposes), or where this is necessary for defending their interests in the context of judicial proceedings, the Company will store the Data for longer periods. Participant may request further information on retention period applicable to the Data by contacting the TechnipFMC Data Protection Office at [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com).

It is obligatory for the Participant to provide any Data requested. If the Participant chooses not to furnish any Data requested or restrict the processing of the Data, Company will not be able to perform its obligations under the Plan or this Agreement.

If Participant is located outside of the European Economic Area and to the extent consent to the processing and/or the transfer of Data is required by law, Participant hereby consents to such processing and/or transfer as described in this Section 16. At any time, Participant may withdraw the consent given herein in writing by contacting the TechnipFMC Data Protection Office at [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com). Participant acknowledges, agrees and accepts that in the event he or she chooses to withdraw his or her consent, Company may not be able to perform its obligations and administer the Plan and the Agreement.

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

Executed as of the Grant Date.

**TechnipFMC plc**

By:

\_\_\_\_\_  
[Executive Vice President, Human Resources]

\_\_\_\_\_  
<<Signed Electronically>>

<<Acceptance Date>>

**This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.**

**PERFORMANCE STOCK UNIT AGREEMENT  
PURSUANT TO THE  
TECHNIPFMC PLC INCENTIVE AWARD PLAN**

This Performance Stock Unit Agreement (the “Agreement”) is made as of [ ] (the “Grant Date”) by TechnipFMC plc, a public limited company incorporated under the laws of England and Wales (the “Company”), and <<Participant Name>> (the “Participant”).

The TechnipFMC plc Incentive Award Plan (the “Plan”), as it may be amended or restated from time to time, is incorporated by reference and made a part of this Agreement and will control the rights and obligations of the Company and the Participant under this Agreement. Except as otherwise expressly provided herein, all capitalized terms have the meanings provided in the Plan. To the extent there is a conflict between the Plan and this Agreement, the provisions of the Plan will prevail.

The provisions of this Agreement are replaced, superseded and/or supplemented, as applicable, by the provisions of the Country Schedules applicable to the Participant as set forth in Schedule A.

The Compensation Committee of the Company’s Board of Directors (the “Committee”) determined that it would be to the competitive advantage and interest of the Company and its stockholders to grant an award of restricted stock units to the Participant, the amount of which will vary based on the Company’s performance, as an inducement to remain in the service of the Company or one of its affiliates (collectively, the “Employer”).

The Committee, on behalf of the Company, grants to the Participant an award of << # of Shares Granted>> performance-based restricted stock units (the “PSUs”) of the Company’s ordinary shares (the “Shares”), which reflects the number of Shares to be delivered based on achievement of Target Performance as set forth on Exhibit A (the “Target PSUs”). The actual number of Shares earned by the Participant will depend upon the satisfaction of the performance goals and in the amounts set forth on Exhibit A hereto (the “Performance Goals”) over the performance period set forth therein (the “Performance Period”). The number of PSUs earned by the Participant will be determined at a meeting of the Committee following the completion of the Performance Period, at which time the Committee will review and approve the Company’s calculation of the Company’s performance against the Performance Goals. The total number of Shares to be delivered will vary between 0% and 200% of the Target PSUs depending on the Company’s achievement against the Performance Goals. The number of Shares earned based on satisfaction of the Performance Goals being the “Earned PSUs.” No PSUs will be considered Earned PSUs unless and until the Compensation Committee certifies achievement against the Performance Goals. The date the Compensation Committee certifies achievement of such goals is the “Certification Date”.

The award is made upon the following terms and conditions:

1. Vesting and Settlement.

(a) The PSUs will vest on [ ] and after the conclusion of the Performance Period (the “Vesting Date”), subject to Participant’s continued employment, appointment or service through the Vesting Date, other than as provided in Sections 2 or 3 below. All PSUs will be forfeited upon Participant’s Termination of Service before the Vesting Date other than as provided in Sections 2 or 3 below. **Prior to the Vesting Date, an Award remains subject to substantial risk of forfeiture.**

(b) Shares equal to the vested and Earned PSUs will be delivered to the Participant on the third business day following the later of the Certification Date or the Vesting Date (the “Settlement Date”); provided, however, that the Settlement 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 the avoidance of doubt, this deadline is intended to comply with the “short-term deferral” exception from Section 409A of the Code).

2. Death, Disability or Retirement.

(a) Notwithstanding Section 1 hereof, in the event of the Participant’s death or Disability (as defined below) prior to the Vesting Date, the Participant (or his/her heirs, as the case may be) will vest and receive 100% of the Shares as soon as practicable following the Settlement Date.

(b) Notwithstanding Section 1 hereof, in the event of the Participant’s Retirement (as defined below) prior to the Vesting Date, the Participant will retain the right to receive any Earned PSUs on the Settlement Date.

3. Change in Control. Notwithstanding anything in this Agreement to the contrary, upon a Change in Control the “Earned PSUs” will equal the Target PSUs and, where the surviving corporation or any parent corporation thereof:

(a) assumes or continues the Award, such Earned PSUs shall continue to be subject to vesting and forfeiture as provided in Sections 1 and 2, payable on the Vesting Date; provided, however, in the event of the Participant’s Termination of Service prior to the Vesting Date for a reason other than Participant’s engaging in a Detrimental Activity (as defined below) or by Participant for Good Reason (as defined below) within twenty-four (24) months following the consummation of a Change in Control (the “Protection Period”), such Earned PSUs shall be payable upon the date of Participant’s Termination of Service, subject to Section 14.

(b) does not assume or continue the Award, such Earned PSUs shall be payable on the consummation of the Change in Control.

4. Confidentiality and Non-Competition. The Participant acknowledges that Participant is in possession of and has access to Confidential Information, as defined in Exhibit B, of the Company and its Subsidiaries, including material relating to the Company’s business, products, services, current and planned operations, in addition to being introduced to important actual and potential clients, customers, investors, service providers, vendors, suppliers, business partners, and other relationships of the Company. Participant acknowledges that the business, products, and services of the Company and its Subsidiaries are highly specialized and that it is essential that they be protected. Accordingly, by acceptance of the PSUs, Participant agrees to be bound by the terms and conditions of the Confidentiality and Non-Compete Agreement (the “Confidentiality and Non-Compete Agreement”) set forth on Exhibit B, which is incorporated herein by reference.

5. Rights and Obligations as Stockholder.

(a) Prior to the Settlement Date, the Participant may not vote, sell, exchange, transfer, pledge, hypothecate or otherwise dispose of any of the PSUs. The Participant will receive Dividend Equivalents on Earned PSUs, where applicable (see country annex for exceptions). Dividend Equivalents will be payable in cash only with respect to Earned PSUs and only on the Settlement Date.



(b) After the Settlement Date, the Participant agrees to comply with any and all Applicable Laws, the Company Policies (as defined in Section 20) and all other applicable Company policies regarding trading in the Shares received.

6. No Limitation on Rights of the Company. The granting of PSUs will not in any way affect the right or power of the Company to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate, reincorporate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

7. Employment. Nothing in this Agreement or in the Plan will be construed as constituting a commitment, guarantee, agreement or understanding of any kind or nature that the Employer will continue to employ, work with or appoint the Participant, or as affecting in any way the right of the Employer to terminate the employment, service or appointment of the Participant at any time.

8. Government Regulation. The Company's obligation to deliver Shares will be subject to all Applicable Laws, rules and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required.

9. Withholding. The Employer, in accordance with the terms of the Plan, will comply with all applicable withholding tax laws and will be entitled to take any action necessary to effectuate such compliance. The Company may withhold a portion of the Shares to which the Participant or beneficiary otherwise would be entitled equivalent in value to the taxes required to be withheld, determined based upon the Fair Market Value of the Shares. For purposes of withholding, Fair Market Value shall be equal to the closing price (as reported on the New York Stock Exchange) of the amount of the Shares earned by the Participant pursuant to this award on the Settlement Date, or, if the Settlement Date is not a business day, the next business day immediately following the Settlement Date.

10. Notice. Any notice to the Company provided for in this Agreement will be addressed to it in care of its Secretary, TechnipFMC plc, John T. Gremp Campus, 13450 Lockwood Road, Houston, Texas 77044 , and any notice to the Participant (or other person entitled to receive the PSUs) will be addressed to such person at the Participant's address now on file with the 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 provided in Section 13.

11. Administration. The Committee administers the Plan and delegates certain administrative authority in accordance with the Equity Plan Committee Grant Policy adopted by the Committee. The Participant's rights under this Agreement are 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 Participant.

12. Binding Effect. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

13. Sole Agreement. This Agreement constitutes the entire agreement between the parties to it relating to the PSUs and supersedes any and all prior oral and written representations. This Agreement may only be amended by written agreement between the Company and the Participant.

14. Delivery of Documents. Any document relating to participation in the Plan or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon

personal delivery, electronic delivery at the e-mail address, if any, provided for the Participant by the Company, or upon deposit in a government sponsored postal service, by registered or certified mail, or with an internationally recognized overnight courier service, with postage and fees prepaid, addressed to the other party at the address shown below that party's signature hereto or at such other address as such party may designate in writing from time to time to the other party.

15. Description of Electronic Delivery. The Plan documents, which may: the Plan, this Agreement, the Plan's prospectus, or any reports of the Company provided generally to the Company's stockholders, may be delivered to the Participant electronically. In addition, the Participant may deliver electronically the Agreement to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include the 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 document via e-mail or such other means of electronic delivery specified by the Company. The Participant may revoke his or her consent to the electronic delivery of documents or may change the electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents described herein. Electronic execution of this Agreement shall have the same binding effect as a written or hard copy signature and accordingly, shall bind the Participant and the Company to all of the terms and conditions set forth in the Plan and this Agreement.

16. Paper Copies. Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery or execution of such document fails.

17. Section 409A. This Award is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, "Section 409A"). However, notwithstanding any other provision of the Plan or this Agreement, if at any time the Administrator determines that this Award (or any portion thereof) may be subject to Section 409A, then (a) to the extent necessary to avoid any imposition of taxes under Section 409A on the Participant, and payment of the Award is made upon the Participant's termination of employment or service, then such payment will only be made if such termination is a "separation from service" within the meaning of Section 409A and if the Participant is a "specified employee" as defined in Section 409A, then such payment will be delayed until the first business day following the six month anniversary of such separation from service and (b) the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify the Participant or any other person for failure to do so) to adopt such amendments to the Plan or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

18. Clawback. This Award (including any proceeds, gains or other economic benefit actually or constructively received by Participant upon receipt or exercise of this Award or upon the receipt or resale of any Shares underlying this Award) shall be subject to the provisions of the Company's *Clawback Policy* as in effect from time to time, including, without limitation, any modifications thereto as is necessary to comply with the requirements of Applicable Law, including, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder.

19. Governing Law. The interpretation, performance and enforcement of this Agreement will be governed by the laws of the State of Delaware.

20. Data Privacy. This clause cancels and supersedes clause 11.8 of the Plan. Each Participant acknowledges that, in order to perform, including to implement, manage and administer the Plan and the Agreement ("Purposes"), it is necessary to collect and process personal information concerning the Participant including: Participant's name, home address, telephone number, date of birth, social security number (where allowed), or insurance number, or national identification number (where allowed), passport number (where allowed), salary, nationality, job title(s), any shares of stock held in the Company or any of its Subsidiaries, details of all Awards ("Data"). Company, having its registered office at One St. Paul's Churchyard, London, EC4M 8AP, United Kingdom, is the data controller for such processing. As the case may be, Data are collected directly from the Participant or are provided by the Employer.

The Data collected for the Purposes are processed on the basis of the performance of the Agreement. In addition, Company uses the Data (i) in order to comply with securities law and financial reporting and other legal requirements, and (ii) on the basis of its legitimate interest in case of a pending and/or threatening dispute and/or (legal) claim, investigation by a relevant supervisory authority, litigation or arbitration, to determine its legal position, in order to obtain (external) advice and/or to establish and/or defend its (legal) position and/or to exercise a (legal) claim.

Data may be disclosed to Subsidiaries' (including Employer) or to third-party stock plan administrators (including banks, brokers, custodians, central securities depositories, stock exchanges, etc.), their respective auditors, advisors and consultants and any other parties as may be required or appropriate for the Purposes. Data may also be made available to public authorities where required by law or regulation and may also be disclosed to judicial and arbitration courts and/or committees and external advisors. These entities and authorities may be located in the United States, the European Economic Area, or elsewhere, including in territories where data protection laws may not be as protective as in the Participant's jurisdiction of residence. Where relevant, the Company and its Subsidiaries will implement appropriate safeguards as required by applicable law to ensure the protection of the Data when disclosing the Data to a third party or transferring data to a third country, such as implementing the standard contractual clauses adopted by the European Commission and the UK Government or relying on an adequacy decision (if available). Participant may request a copy of such safeguards by contacting the TechnipFMC Data Protection Office at [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com) or Participant's local human resources representative.

Participant may request to have access to the Data, to rectify any such Data, to erase the Data, to restrict processing of 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 UK GDPR, and has the right to file complaints and/or claims with the competent data protection authority. Requests regarding the Data, questions or complaints

may be addressed by contacting the TechnipFMC Data Protection Office at [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com) or Participant's local human resources representative.

It is obligatory for the Participant to provide any Data requested for the purposes of entering into the Agreement. If the Participant chooses not to furnish any Data requested or restrict the processing of the Data, Company will not be able to perform its obligations under the Plan.

Data will be held and used only as long as is necessary for the Purposes. Only where the Company and/or its Subsidiaries are legally obliged to (e.g. for compliance with legal and financial reporting purposes), or where this is necessary for defending their interests in the context of judicial proceedings, the Company and/or its Subsidiaries will store the Data for longer periods. Participant may request further information on retention period applicable to the Data by contacting the TechnipFMC Data Protection Office at [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com) or Participant's local human resources representative.

Participant may find further country-specific information on the processing of the Data under Schedule A of the Agreement, including but not limited to the contact details of the local Data Protection Officer, if any.

If Participant is employed by a Subsidiary established outside of the UK or European Economic Area and to the extent its consent to the processing and/or the transfer of Data is required by applicable law (see country-specific information in Schedule A of the Agreement), Participant hereby consents to such processing and/or transfer as described in this clause 20 of the Agreement. At any time, Participant may withdraw the consent given herein in writing by contacting the TechnipFMC Data Protection Office at [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com) or Participant's local human resources representative. Participants acknowledges, agrees and accepts that in the event he or she chooses to withdraw his or her consent, Company may not be able to perform its obligations and administer the Plan and the Agreement.

21. Securities Law Notification and Restrictions on Trading. The Company's *Code of Business Conduct* and *Insider Trading Policy* (the "Company Policies") and the insider trading and anti-market abuse rules of the U.S. Securities Exchange Act, the Market Abuse Regulation ((EU) No 596/2014 (**MAR**)) and the UK Market Abuse Exit Regulations 2019 (collectively the "Insider Trading Rules"), may impact the ability to sell Shares acquired under this Agreement and the Plan while the Participant has material non-public inside information regarding the Company. In addition, the Insider Trading Rules prohibit the Participant from recommending to other persons to engage in insider trading or induce other persons to engage in insider trading, unlawfully disclose material non-public inside information and/or engage in or attempt to engage in market manipulation while in possession of material non-public inside information. By accepting this Agreement, the PSUs granted hereunder and participating in the Plan, Participant acknowledges having read and understood this Securities Law Notification and further acknowledges that it is Participant's responsibility to comply with the Company Policies and the Insider Trading Rules.

22. Funding. The PSUs represent an unfunded promise to pay and deliver Shares in the future. The Company may settle the PSUs through newly issued Shares, treasury Shares or Shares held in an employee benefit trust (EBT) established for the administrative convenience of the Company for the purpose of issuing Shares in settlement on behalf of the Company of Awards 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 any EBT, or to have the PSUs settled on behalf of the Company in any Shares held by an EBT.

23. Definitions.

Unless otherwise provided on Schedule A, the Country Schedule:

(a) “Detrimental Activity” means

(i) the Participant’s willful and continued failure to substantially perform the Participant’s employment duties in any material respect (other than any such failure resulting from Disability), after a written demand for substantial performance is delivered to the Participant that specifically identifies the manner in which the Company believes the Participant has failed to perform the Participant’s duties, and after the Participant has failed to resume substantial performance of the Participant’s duties on a continuous basis within thirty (30) calendar days of receiving such demand;

(ii) the Participant’s willfully engaging in other conduct which is demonstrably and materially injurious to the Company or an affiliate;

(iii) the Participant’s having been convicted of, or pleading guilty or nolo contendere to, a felony under federal or state law; or

(iv) the Participant’s breach of any provision of the Confidentiality and Non-Compete Agreement.

(b) “Disability” means Participant’s inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that can be expected to last for a continuous period of not less than twelve (12) months.

(c) “Good Reason” means, without the Participant’s express written consent, the occurrence of any one or more of the following during the Protection Period:

(i) the assignment of the Participant to duties materially inconsistent with the Participant’s authorities, duties, responsibilities, and status (including, without limitation, offices, titles and reporting requirements) as an employee of the Company (including, without 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 the Company becoming a subsidiary of another entity, or any material adverse change in the Participant’s reporting relationship, such as the chairman or chief executive officer ceasing to report to the Board of Directors of a publicly traded company), or a reduction or alteration in the nature or status of the Participant’s authorities, duties, or responsibilities from the greatest of those in 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 immediately preceding the Change in Control;

(ii) the Company’s requiring the Participant to be based at a location which is at least one hundred (100) miles further from the Participant’s then current assigned work location immediately prior to the Change in Control, except for required travel on the Company’s business to an extent substantially consistent with the Participant’s business obligations as of the Grant Date or as the same may be changed from time to time prior to a Change in Control;

(iii) a material reduction by the Company in the Participant's then current salary of record paid as annual salary (excluding amounts received under incentive or other bonus plans), as in effect on the Grant Date or as the same may be increased during the Protection Period;

(iv) a material reduction in the Participant's level of participation in any of the Company's short- and/or long-term incentive compensation plans, or employee benefit or retirement plans, policies, practices, or arrangements in which the Participant participates from the greatest of the 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 the date immediately preceding the Change in Control; or

(v) any termination of Participant's employment by the Company that is not effected pursuant to a written notice of termination which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Participant's employment.

The existence of Good Reason will not be affected by the Participant's temporary incapacity due to physical or mental illness not constituting a Disability. The Participant's continued employment will not constitute a waiver of the Participant's rights with respect to any circumstance constituting Good Reason; however, "Good Reason" for Participant's separation from employment will exist only if: the Participant provides written notice to the Company within ninety (90) days of the occurrence of any of the above listed events; the Company fails to cure the event within thirty (30) days following the Company's receipt of Participant's written notice; and the Participant separates from employment with the Company effective not later than twenty four (24) months after the original occurrence of the "Good Reason" event. For sake of clarity, the event giving rise to a Good Reason termination must occur during the Protection Period, but Participant's actual termination of employment for Good Reason may occur after the end of the Protection Period, and such termination will be treated as if it occurred during the Protection Period for purposes of Section 3.

(d) "Retirement" means termination of the Participant's employment on or after the date that the Participant reaches the age of 62.

Executed as of the Grant Date.

**TechnipFMC plc**

By: Agnieszka KMIECIAK  
Executive Vice President, People & Culture

<<Signed Electronically>>

<<Acceptance Date>>

**This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.**

**EXHIBIT A**

**Performance Period: [ ]**  
**Performance Goals and Earned PSUs**

PERFORMANCE GOALS AND VESTING CRITERIA ARE SET EACH YEAR BY THE COMPENSATION COMMITTEE AND MAY VARY

## EXHIBIT B

### CONFIDENTIALITY AND NON-COMPETE

1. Confidentiality. Participant must not (except in the proper performance of Participant's duties) while employed by the Employer or at any time without limit after the date on which Participant's employment with the Employer terminates:

i. divulge or communicate to any person;

ii. use for Participant's own purposes or for any purposes other than those of the Employer or, as appropriate, any of its clients;

or

iii. through any failure to exercise due care and diligence, cause any unauthorized disclosure of;

any trade secrets, confidential, or proprietary information relating to the Company or any Subsidiary or any of its clients ("**Confidential Information**"). Confidential Information does not include any information that (i) is or becomes generally available to the public 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-confidential basis before its disclosure by a member of the Company or any Subsidiary; or (iii) becomes available to Participant on a non-confidential basis from a source other than the Company or any Subsidiary, provided that such source is not bound by a confidentiality agreement with the Company or any Subsidiary. Participant must at all times use best efforts to prevent publication or disclosure of any Confidential Information. Participant further agrees that if Participant is questioned about information subject to this Agreement by anyone not authorized to receive such information, Participant will notify the Company within 24 hours. Except as required in performing Participant's duties for the Company or any Subsidiary, Participant agrees not to remove from the Company's or any Subsidiary's premises or its control any Confidential Information including by copying or transmitting such information via personal digital device, mobile phone, external hard drives, USB "flash" drives, USB storage devices, Fire Wire storage devices, floppy discs, CD's, DVD's, personal email accounts, online or cloud storage accounts, memory cards, zip discs, and any other similar media or means of transmitting, storing, or archiving data outside of Company-supported systems. Upon termination of employment Participant agrees to return all Confidential Information in whatever form to the Company within 24 hours.

2. Restrictions. In the course of Participant's employment Participant has been exposed to, and will continue to be exposed to, Confidential Information and will acquire other proprietary knowledge relating to the Company's and Subsidiaries' current and planned operations in addition to being introduced to important actual and potential clients, customers, investors, service providers, vendors, suppliers, business partners, and other relationships of the Company and with other Subsidiaries. As such, the Company will be entrusting Participant with the goodwill of the Company and Confidential Information. Therefore, subject to the terms of Clause 3, Participant agrees that:

i. Participant will not during the period of Participant's employment with the Employer and for a period of 12 months after the termination of Participant's employment (the "**Restricted Period**"), either directly, or indirectly through any other person, firm, or other organization (each, a "**Person**"), that is engaged in the business of projects, technologies, systems and services in the field of oil, gas and petrochemicals (the "**Business**"), including but not limited to: Baker Hughes Company, Halliburton Company, John Wood Group plc, McDermott International, Inc., National Oilwell Varco,



Inc., Saipem S.p.A, Schlumberger Limited, Subsea 7 S.A., Weatherford International plc, and any companies in their respective corporate groups and any successors thereto (each a “**Restricted Entity**”):

- a. solicit, entice, or induce any Person that at any time during the last year of Participant’s employment with the Employer (that period referred to as the “**Relevant Period**”) was a supplier of the Company or a Subsidiary (and with whom Participant or one of Participant’s direct reports was actively involved during that time or in respect of which Participant is in possession of Confidential Information) to reduce the level of business between the supplier and the Company or such Subsidiary and Participant will not approach any supplier for that purpose or authorize or approve the taking of such actions by any other Person;
- b. solicit business that is of the same or similar nature as that part of the Business with which Participant was materially concerned at any time during the Relevant Period or in respect of which Participant is in possession of Confidential Information as a result of Participant’s employment during the Relevant Period (such business referred to as the “**Restricted Business**”) from any Person that at any time during the Relevant Period was a customer or client of the Company or a Subsidiary (and with whom Participant or one of Participant’s direct reports was actively involved during that time or in respect of which Participant is in possession of Confidential Information) and Participant will not approach any client or customer for that purpose or authorize or approve the taking of such actions by any other Person. For the purposes of this restriction, the expression “customer or client” shall include all Persons from whom the Company or a Subsidiary has received inquiries for the provision of goods or services with respect to the Business where such inquiries have not been concluded;
- c. within the Restricted Area (as defined below) during the Restricted Period or for any period which Participant is privy to any Confidential Information, be employed or engaged in or actively providing Participant’s services to any Restricted Entity, or business which is the same as or similar to the Business. The Restricted Area means each country, territory, county, parish, borough, or equivalent thereof in which (A) the Company or a Subsidiary that employs the Participant has customers or service assignments about which Participant received or obtained Confidential Information during his/her employment; (B) the Participant had a customer or service assignment for the Company or any Subsidiary in the one-year period preceding, or (C) in which the Company or any Subsidiary had a work site, job site, facility, or office at which the Participant had work activity for the Company or any Subsidiary in the one-year period preceding (the “**Restricted Area**”). The restrictions of this Clause 2 shall likewise apply if, although Participant’s place of work is located outside the Restricted Area, Participant’s activity is performed for the benefit of a Restricted Business located in the Restricted Area.

1. During the Restricted Period, Participant will not employ or engage or otherwise solicit, entice, or induce any person who, during the Relevant Period, was an employee, consultant, or contractor of the Company or a Subsidiary and who was employed during that period in a senior sales, marketing, financial, managerial, professional, or equivalent capacity to become employed or engaged by Participant or any other Person, and Participant will not approach any such person for such purpose or authorize or approve the taking of such actions by any other Person.

3. Limitations and amendments. The following amendments and limitations shall apply to restrictions in Clause 2;

ii. The restrictions contained in Clause 2 will not apply if Participant has received the prior written consent of the Company to Participant's activities or if Participant will not be in competition with the Business in carrying out those activities.

iii. If the Employer suspends any of Participant's duties under any notice period or garden leave provision of any employment contract entered into between Participant and the Company or any Subsidiary, the period after the end of Participant's employment during which the restrictions shall apply shall be reduced so that the aggregate of the period of the suspension and the post-termination restrictions shall not exceed 12 months.

iv. The Company may add or remove entities from the list of Restricted Entities if there are any corporate re-organizations, mergers, acquisitions, divestitures, or other material changes in the corporate structure of any Restricted Entity and will notify Participant in writing of any changes to that list.

v. Each of the restrictions in Clause 2 are separate and severable restrictions and are considered by the parties to be reasonable in all circumstances. It is agreed that if any such restriction by itself, or taken together, shall be adjudged to go beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the Employer but would be adjudged reasonable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) or 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 modified and would otherwise be unenforceable, then such restriction may be stricken from this Agreement without nullifying this Agreement or any other portion of this Agreement that would otherwise be enforceable.

vi. Participant acknowledges that Participant voluntarily agreed to the covenants set forth in Clause 2, and that the limitations and restrictions set forth herein, including geographical and temporal restrictions on certain competitive activities, are reasonable in all respects; are not oppressive; are material and substantial parts of this Agreement; and are intended and necessary to prevent unfair competition and protect the Company's and its Subsidiaries' Confidential Information, goodwill, and substantial and legitimate business interests, while allowing Participant to reasonably perform a business activity in line with Participant's acquired skills and expertise without breaching the restrictions contained within Clause 2.

4. Consideration. Participant acknowledges that the grant of the PSUs is sufficient consideration for entering into the restrictions in Clauses 1 and 2.

5. Non-Interference with Whistleblower Rights. Nothing in this Confidentiality and Non-Compete Agreement prohibits the Participant from reporting possible violations of law or regulation to any governmental agency or entity or making disclosures that are protected under a "whistleblower" provision of law.

6. Enforcement of Covenants. The Company may take any and all action that it determines necessary and legally permissible to enforce this Agreement or to prevent any breach or threatened breach of Clause 1 or 2 of this Agreement, including but not limited to recovery of any damages caused by such breach or threatened breach, and/or taking court action to stop a Participant from breaching or potentially breaching the Agreement. Because of the difficulty of measuring economic losses to the Company and

any Subsidiary from Participant's breach of Clause 1 or 2 of this Agreement, and because of the immediate and irreparable damage that such breach would cause, with no other adequate remedy at law, Participant agrees that in the event the Company determines in its sole discretion that Participant is in breach or is threatening to breach of any such provisions, the Company is entitled to obtain injunctive relief (without the requirement of posting a bond) from a court of competent jurisdiction to stop or prohibit any such breach or threatened breach. Such injunctive relief is not the Company's only or exclusive remedy for a breach or threatened breach of these covenants, but instead is in addition to all other rights and remedies available to the Company at law and in equity, including recovery of specific damages.

## **SCHEDULE A**

### **TO TECHNIPFMC PLC INCENTIVE AWARD PLAN PERFORMANCE STOCK UNIT AWARD AGREEMENT**

#### **COUNTRY SCHEDULE**

This Schedule A includes (i) additional terms and conditions applicable to all Participants providing services to the Company outside the United States, and (ii) additional terms applicable to Participants providing services to the Company in the countries identified below. These terms and conditions are in addition to those set forth in the Agreement, unless otherwise noted, and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail. Any capitalized term used in this Schedule A without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

**Participants are advised to seek appropriate professional advice as to how the relevant exchange control and tax laws in the country of residence may apply to Awards.**

#### **i. GLOBAL PROVISIONS APPLICABLE TO ALL PARTICIPANTS**

By acceptance of the Award, the Participant acknowledges and agrees that:

a. No Guarantee of Continued Service. THE VESTING OF THE PERFORMANCE SHARE UNITS PURSUANT TO THE VESTING SCHEDULE WILL OCCUR ONLY IF THE PARTICIPANT CONTINUES AS A DIRECTOR, OR EMPLOYEE (AS APPLICABLE) OF THE COMPANY OR A SUBSIDIARY THROUGH THE APPLICABLE VESTING DATE, OTHER THAN AS SPECIFICALLY PROVIDED IN THE AGREEMENT. THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A DIRECTOR OR EMPLOYEE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH THE RIGHT OF THE COMPANY OR ANY SUBSIDIARY TO EFFECT A TERMINATION OF SERVICES AT ANY TIME, AND FOR ANY REASON, NOR SHALL IT BE CONSTRUED TO AMEND OR MODIFY THE TERMS OF ANY CONSULTANCY, DIRECTORSHIP, EMPLOYMENT OR OTHER SERVICE AGREEMENT BETWEEN A PARTICIPANT AND THE COMPANY OR ANY SUBSIDIARY.

b. The Plan is discretionary in nature and that, subject to the terms of the Plan, the Company can amend, cancel or terminate the Plan at any time.

c. The grant of the PSUs under the Plan is voluntary and occasional and does not give Participant any contractual or other right to receive PSUs or benefits in lieu of PSUs in the future, even if a Participant has have received PSUs repeatedly in the past.

d. All determinations with respect to any future awards, including, but not limited to, the times when awards 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 discretion of the Administrator.

e. Participation in the Plan is voluntary.

f. The value of the PSUs is an extraordinary item of compensation that is outside of the scope any directorship, consultancy or employment contract or relationship.

g. The PSUs are not part of normal or expected compensation or salary for any purpose, including, without limitation, calculating severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or similar payments.

h. The PSUs shall expire, terminate and be forfeited upon Termination of Services for any reason, except as otherwise explicitly provided in this Agreement as may be modified by this Schedule A and/or the Plan.

i. The future value of the Shares that may be issued upon vesting of the PSUs is unknown and cannot be predicted with any certainty.

j. No claim or entitlement to compensation or damages arises from the expiration, termination or forfeiture of the PSUs or any portion thereof.

k. Neither the Company nor any Subsidiary has provided, nor will they provide, any Participant with specific tax, legal or financial advice with respect to the PSUs, the Shares issuable upon vesting of PSUs, this Agreement, this Schedule A or the Plan. Neither the Company nor any Subsidiary is making, nor have they made any recommendations relating to participation in the Plan, the receipt of the PSUs or the acquisition or sale of Shares upon receipt of PSUs.

l. The Participant shall bear any and all risk associated with the exchange of currency and the fluctuation of currency exchange rates in connection with this Award, including without limitation in connection with the sale of any Shares issued upon settlement of the PSUs.

m. It shall be the Participant's responsibility to comply with any and all exchange control requirements applicable to the PSUs and the sale of Shares issued upon settlement of the PSUs and any resulting funds including, without limitation, reporting or repatriation requirements.

n. The Participant shall be responsible for legal compliance requirements relating to the PSUs or the ownership and possible sale of any Shares issued upon settlement of the PSUs, including, but not limited to, tax reporting, the 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 U.S. brokerage account.

o. If this Agreement, the Plan, any website or any other document related to the PSUs is translated into a language other than English, and if the translated version is different from the English version, the English language version will take precedence. By acceptance of the PSUs, the Participant confirms having read and understood the documents relating to the Plan and the PSUs, including, without limitation, this Agreement and this Schedule A, which were provided in English, and waives any requirement for the Company to provide these documents in any other language.

p. The Participant's right to vest in the PSUs will terminate effective as of the date that is the earlier of (1) the 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 longer actively providing services, regardless of any notice period or period of pay in lieu of such notice required under Applicable Laws (including, but not limited to statutory law, regulatory law and/or common law); the Company shall have the exclusive discretion to determine when the Participant is no longer actively providing services for purposes of the PSUs.

q. To the extent the Participant is providing services in a country identified in Section II of this Schedule A, such Participant understands and agrees that the provisions for such country apply and are incorporated into the Agreement.

**i. COUNTRY SPECIFIC PROVISIONS APPLICABLE TO PARTICIPANTS WHO PROVIDE SERVICES IN THE IDENTIFIED COUNTRIES**

**I. ARGENTINA**

**II. The provisions of this Country Schedule for Argentina provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Argentina for tax, labour or securities law purposes.**

1. Discretion. All discretionary authority granted under the Plan, including the interpretation of the documentation, shall be exercised reasonably as defined under Argentinean law in compliance with the principles of non-discriminatory equal treatment.

2. Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement. For the avoidance of doubt, the definitions of Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement shall be in accordance with Argentinean law.

3. “Participant” in Argentina shall be restricted to Employees or Non-Employee Directors, as determined by the Administrator.

4. No Entitlement for Claims or Compensation. The Company has unilaterally, gratuitously and discretionally decided to grant the PSUs under the Plan. Consequently, the PSUs are granted on the assumption and condition that PSUs and the Shares issued pursuant to vesting of the PSUs are not part of the Participant’s ordinary or expected remuneration and shall not be considered for the purposes of determining any severance payment or compensation otherwise due.

5. Information to the Central Bank. If the participant is a resident or is domiciled in Argentina, he will be required to submit an annual affidavit of assets and rights outside of Argentina to the Central Bank. This affidavit will be mandatory if the added value of such assets is equivalent or exceeds USD 1M (application for the FY 2017 to FY 2019).

The affidavit will be mandatory since FY 2020 only if the added value of the assets exceeds USD 50M. Additionally, any liability outside of Argentina should be reported to the Central Bank on a quarterly basis.

6. Governing Law. This Agreement will be governed by Argentinean law. In case of any discrepancy between Argentinean Law and the law of the State of Delaware, then Argentinean law will prevail.

7. “Retirement” in Argentina means termination of the Participant’s employment on or after the date that the Participant reaches the age of 70 and has been granted the retirement benefit by the Social Security Authority or after one year the employee was formally requested by the employer to start proceedings to obtain the retirement benefit.

8. Data Privacy. By entering into the Agreement, Participant consents to the transfer of Data by Company for the Purposes.

## 7. AUSTRALIA

The provisions of this **Country Schedule for Australia** provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Australia for tax, labour or securities law purposes.

1. Award Plan. A copy of the Plan is attached to this Agreement.

2. The Plan and this Agreement do not constitute financial advice. Any advice given by the Company in relation to the PSUs or the Shares does not constitute financial advice and does not take into account the Participant's objectives, financial situation and needs.

In considering the PSUs and the Shares that the Participant will hold on vesting of the PSUs, the Participant should consider the risk factors that could affect the performance of the Company. The Participant should be aware that there are risks associated with any stock market investment. It is important to recognize that stock prices and dividends might fall or rise. Factors affecting the market price include domestic and international economic conditions and outlook, changes in government fiscal, monetary and regulatory policies, changes in interest rates and inflation rates, the announcement of new technologies and variations in general market conditions and/or market conditions which are specific to a particular industry. In addition, share prices of many companies are affected by factors which might be unrelated to the operating performance of the relevant company. Such factors might adversely affect the market price of the Shares 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 ongoing liquid market for the Shares, accordingly there is a risk that, should the market for the Shares become illiquid, the Participant will be unable to realize the Participant's investment.

The Participant should carefully consider these risks in light of the Participant's investment objectives, financial situation and particular needs (including financial and tax issues) and seek professional guidance from Participant's stockbroker, solicitor, accountant, financial adviser or other independent professional adviser before deciding whether to accept the offer of PSUs or to acquire Shares.

3. How to Calculate Values in Australian Dollars. The Participant may be paid earned PSUs which have vested in accordance with the vesting schedule outlined above in accordance with the terms of the Plan by delivery of Shares in the Company 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 not be required to pay any amount for the payment of earned PSUs.

The Participant can ascertain the market price of a Share in the Company from time to time by visiting either:

- the Company's website (<http://www.technipfmc.com/en/>);
- in United States Dollars ("USD") on the New York Stock Exchange website (<https://www.nyse.com/index>) and searching for "TechnipFMC" or "FTI"; or

- in Euros (“EUR”) on the Euronext website (<https://www.euronext.com/>) and searching for “TechnipFMC” or “FTI”.

To determine the market value of a Share in Australian Dollars (“AUD”), the Participant will need to apply 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 of USD \$1 on the NYSE, its equivalent value will be AUD \$1.50. Please contact your bank for the prevailing USD: AUD exchange rate or for an approximate exchange rate published by the Reserve Bank of Australia you can follow this link: <http://www.rba.gov.au/statistics/frequency/exchange-rates.html>.

4. **Exchange Control Information.** Exchange control reporting is required for cash transactions exceeding A\$10,000 and international fund transfers coming into or going out of Australia. The Australian bank assisting with the transaction will file the report. If there is no Australian bank involved in the transfer, the Participant will be required to file the report.

## 8. BRAZIL

The provisions of this **Country Schedule for Brazil** provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Brazil for tax, labour or securities law purposes.

1. **Acknowledgment of Nature of Plan and PSUs.** In accepting this Agreement, Participant acknowledges that in the event of termination of Participant’s employment (whether or not in breach of local labor laws), Participant’s rights to unvested PSUs under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under applicable local laws (e.g., active employment would not include a period of “garden leave” or notice period). The Administrator shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of Participant’s PSUs.

2. **Exchange Control Information.** If Participant is a resident or domiciled in Brazil, Participant will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than the applicable statutory threshold from time to time. Please note that the threshold may be changed annually.

3. **Acknowledgment of Forfeiture and Claw-Back Provisions.** In accepting this Agreement, Participant acknowledges being subject to the provisions of any forfeiture and claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of Applicable Law.

4. **Securities Restrictions.** Awards granted under the Plan do not constitute a public offer of the Shares. The Plan and this Agreement are only addressed to the Participant and other selected Employees and have not been offered or solicited by means of any public communication services. The Shares deliverable upon settlement of the PSUs under the Plan are not negotiable in Brazil.

## 9. CANADA

The provisions of this **Country Schedule for Canada** provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Canada for tax, labour or securities law purposes.



1. Termination of Service. For the purposes of this Agreement, Participant will be deemed to have experienced a Termination of Service on the date when Participant is no longer providing active services to the Company and its Subsidiaries and affiliates. Such date shall not be extended by any notice of termination period or payment in lieu of notice required to be provided under applicable local law, including common law.

2. Special Provisions for Participants in Canada.

i. *French Language Provision.* The following provisions will apply if Participant is a resident of Quebec:

The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

*Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention ("Agreement"), ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à la présente convention.*

ii. The Company reserves the right to impose other requirements on this PSU and the Shares acquired upon vesting of this PSU, to the extent the Company determines it is necessary or advisable in order to comply with local laws or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

3. Detrimental Activity. For the purposes of this Agreement, the definition of "Detrimental Activity" in paragraph 23 shall be expanded to include any act or omission constituting cause for termination of the Participant's employment or relationship with the Company or its Subsidiaries without notice or other obligation under Applicable Law.

4. Canadian Securities Law Compliance. Participant acknowledges that he/she shall only be permitted to sell any Shares acquired pursuant to the Plan through the facilities of the stock exchange(s) on which the shares are listed at that time.

5. Data Privacy. Pursuant to Section 20 of the Agreement, Participant hereby consents to the collection, use and disclosure of his/her Data by the Employer and the Company (and each of their service providers) for the Purposes. Canadian Participants' Data will be kept at St. John's, Newfoundland and Calgary, Alberta and accessible to limited People and Culture employees. The persons designated to be responsible for ensuring that the Employer and/or the Company, as applicable, complies with applicable privacy and data protection laws in Canada are the Senior Human Resources Manager for TechnipFMC Canada Ltd. and the Manager, Human Resources & Administration for TechnipFMC Canada Ltd. who can be respectively reached at the following contact details: + 1 403 781 3267 and +1 709 724 1858. Canadian Participants may contact them to request access to their Data and/or to rectify any such Data, subject to certain required or permitted exceptions under Applicable Law. Participants may also contact them with any questions or complaints, including any questions about the collection, use, disclosure or storage of personal information by the Employer's service providers and affiliates outside Canada (including the Company) or to obtain written information about the Employer's policies and practices with respect to such service providers and affiliates outside Canada.

i. COLOMBIA

The provisions of this **Country Schedule for Columbia** provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Columbia for tax, labour or securities law purposes.

1. Government Regulation. In accepting the PSUs, Participant acknowledges that the Participant's rights to vest the PSUs under the Plan, if any, have not and will not be offered, sold or distributed in Colombia or to Colombian residents except in circumstances which do not constitute a public offer of securities in Colombia within the meaning of article 6.1.1.1.1 of Decree 2555 of 2010, as amended from time to time.

Participant acknowledges that the PSUs will not be registered nor will a prospectus be filed before the Colombian National Registry of Securities and Issuers (Registro Nacional de Valores y Emisores) or on any Colombian stock exchange, as this offer is considered a private placement and is directed to less than 100 Participants.

This Agreement is for the sole and exclusive use of the Participant and cannot be understood as addressed for the use of any third party or addressed to the public at large in Colombia. The Participant acknowledges the Colombian laws and regulations (specifically foreign exchange and tax regulations) applicable to any transaction or investment consummated in connection with this Agreement.

2. PSUs not Part of Salary. Participant acknowledges and agrees that the PSUs are an extralegal benefit that the Company may provide, so long as the Employee is eligible to such extralegal benefit, and do not constitute salary. The PSUs, if vested, are not and will not be a part of the Participant's salary and consequently will not be taken into account when calculating vacation entitlements, fringe benefits, indemnities, social security contributions, payroll taxes or any other labor obligations. The Participant reiterates his agreement on the non-salary nature of the PSUs based on the prerogative granted by Article 15 Law 50, 1990.

## 10. FRANCE

The provisions of this **Country Schedule France** provide additional definitions and conditions for the purpose of granting performance stock units (the "PSUs") which are intended to qualify for specific French personal income tax and social security treatment in France applicable to shares granted for no consideration under Articles L. 225-197-1 to L. 225-197-6 of the French Commercial Code (*Code de Commerce*), for qualifying Employees and corporate officers (*mandataires sociaux*) who are resident in France for French tax purposes.

Notwithstanding any other provisions of the Plan and the Sub-Plan, PSUs granted under this Country Schedule France to Participants resident in France are subject to the additional following conditions:

1. Death, Disability or Retirement. In the event of Participant's death prior to the Vesting Date, all of the PSUs will vest immediately and the underlying Shares shall be issued to his or her heirs, at their request made within 6 months following the 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 will vest and be immediately transferable as of the date of such Disability. In the event of Participant's Retirement (as defined below) prior to the Vesting Date, the Participant will retain the right to receive vested PSUs on the Vesting Date.

2. Dividend Equivalents. Prior to the Vesting Date, the Participant will not be entitled to receive Dividend Equivalents on the PSUs.

3. Change in Control. Notwithstanding Section 3 of the Agreement, in the event of a corporate transaction or a Change 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 made only in accordance with the Plan and the Agreement, in which cases the PSUs may no longer qualify for specific French personal income tax and social security treatment.

4. Data Privacy. In addition to the rights mentioned in Section 17 of the Agreement, Participant also has a right to issue directives for the purposes of deciding what should happen to his or her Data after his or her death.

5. Definitions. For all purposes of this Agreement and the Plan the following defined terms shall apply:

i. “Disability” means: Participant’s inability corresponding to the 2<sup>nd</sup> or 3<sup>rd</sup> category among the categories set forth in Article L. 341-4 of the French Social Security Code.

ii. “Good Reason” means, for an Employee, termination for alleged economic reasons for dismissal as defined by French law (*motif économique de licenciement*). For corporate officers (*mandataires sociaux*), the definition of “Good Reason” shall be the same as that set forth in the Agreement, adapted *mutatis mutandis* to a corporate officer, subject to the condition that the occurrence of the item or items listed therein result from a shareholder decision.

iii. “Retirement” means termination of the Participant’s employment contract and/or corporate officer position, by either party, at a time the Participant is entitled to benefit from full pension rights (*retraite à taux plein*).

6. Confidentiality and Non-Compete Agreement – Exhibit B.

For the avoidance of doubt, the specific provisions in paragraphs (a) through (c) below to the Confidentiality and Non-Compete supersede the Confidentiality and Non-Compete and its French translation in Exhibit B.1.

*Il est précisé que les dispositions spécifiques figurant aux paragraphes (a) à (c) ci-après dérogent aux dispositions de la Clause de Confidentialité et de Non-Concurrence et à celles de la traduction française de celle-ci figurant à l’Exhibit B.1.*

(a) The covenant contained in Clause 1 of the Confidentiality and Non-Compete Agreement applies during employment and for only a period of ten years following termination of employment.

*L’obligation figurant à l’article 1 de la Clause de Confidentialité et de Non-Concurrence s’applique pendant toute la 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.*

(b) The Restricted Area as defined in Clause 2(a)(iii) of the Confidentiality and Non-Compete Agreement shall instead be defined as: France, the United Kingdom of Great Britain and Northern Ireland, Norway and the State of Texas (U.S.A.).

*Le périmètre de la Zone Géographique prévu à l'article 2(a)(iii) de la Clause de Confidentialité et de Non Concurrence est remplacé par le suivant : France, Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, Norvège et État du Texas (États-Unis).*

(c) The Employer has the unilateral and discretionary right to waive the covenant(s) contained in Clauses 2(a)(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 collective bargaining agreement mandatorily applicable to the Employer) after notice of termination of employment has been delivered by the Participant to its employer, or vice versa, or by agreeing so in a mutual termination agreement, if applicable.

*L'Employeur (défini comme la société TechnipFMC plc ou toute société affiliée, selon le cas) se réserve le droit unilatéral 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 Participant par écrit au plus tard 15 jours (ou tout délai plus court prévu par une convention collective s'imposant à l'Employeur) suivant la notification de la rupture du contrat de travail ou du mandat social par l'Employeur ou le Participant. Cette renonciation pourra également être effectuée dans le cadre d'un accord de rupture amiable, le cas échéant.*

A French translation of Exhibit B is enclosed below ("Exhibit B.1"). In case of discrepancy between the English version and the French translation, the French translation shall prevail.

*Une traduction française de l'Exhibit B figure ci-après (l'« Exhibit B.1 »). En cas de divergence entre la version anglaise et la traduction française, la traduction française prévaudra.*

French translation of the Confidentiality and Non-Compete – Exhibit B.1.

Traduction française de la Clause de Confidentialité et de Non-Concurrence – Exhibit B.1.

## **CONFIDENTIALITE ET NON-CONCURRENCE**

1. Confidentialité. Le Participant s'interdit (sauf dans le cadre de la bonne exécution de ses fonctions) pendant la 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 mandat :

i. de divulguer ou de communiquer à toute personne ;

ii. d'utiliser à des fins personnelles ou à des fins étrangères à celles de l'Employeur ou, le cas échéant, celles d'un de ses clients ; ou

iii. de causer, par négligence, la divulgation non autorisée de :

tout secret d'affaires, information confidentielle ou exclusive de la Société, de l'une de ses filiales directes ou indirectes (ci-après une « **Filiale** ») ou de l'un de ses clients (« **Information Confidentielle** »). Ne sont pas considérées comme des Informations Confidentielles, les informations qui (i) sont ou deviennent généralement accessibles au public autrement qu'en raison, en tout ou en partie, de la divulgation ou d'un acte fautif du Participant ; (ii) étaient accessibles au Participant sous une forme

non confidentielle avant leur divulgation par un membre de la Société ou de l'une de ses Filiales ; ou (iii) deviennent accessibles au Participant sous une forme non confidentielle à partir d'une source autre que la Société ou l'une de ses Filiales, à condition que 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 moment, faire ses meilleurs efforts pour empêcher la publication ou la divulgation de toute Information Confidentielle. Le Participant s'engage en outre, s'il venait à être interrogé au sujet d'informations faisant l'objet du présent Accord, par toute personne non autorisée à recevoir de telles informations, à en informer la Société par écrit dans les 24 heures. Sauf si cela est nécessaire pour l'exécution des fonctions du Participant pour la Société ou l'une de ses Filiales, le Participant 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 Confidentielle, notamment en copiant ou en transmettant ces renseignements au moyen d'un appareil électronique personnel, d'un téléphone mobile, de disques durs externes, de lecteurs « flash » USB, de périphériques de stockage USB, de périphériques de stockage Fire Wire, de disquettes, de CD ou DVD, de comptes de messagerie personnels, de comptes de stockage en ligne ou cloud, de cartes mémoire, de disques zip ou tout autre support ou moyen similaire permettant de transmettre, stocker ou archiver des données hors des systèmes autorisés par la Société. En cas de cessation du contrat de travail ou du mandat social, le Participant s'engage à restituer toute Information Confidentielle, sous quelque forme que ce soit, à la Société dans un délai de 24 heures.

2. **Restrictions.** Dans le cadre de l'exécution de son contrat de travail ou de son mandat social, le Participant a pu avoir accès et continue d'avoir accès à des Informations Confidentielles ainsi qu'à d'autres connaissances exclusives relatives aux activités actuelles et envisagées de la Société et de ses Filiales. En outre, il est susceptible d'être présenté à des clients actuels ou potentiels, investisseurs, prestataires de services, fournisseurs de biens ou de services, partenaires commerciaux et à d'autres relations importantes, de la Société et de ses Filiales. A ce titre, la Société confiera au Participant son goodwill ainsi que des Informations Confidentielles. Par conséquent, sous réserve des modalités de l'article 3, le Participant s'engage à :

i. au cours de l'exécution de son contrat de travail ou de son mandat social et pendant une durée de 12 mois suivant le départ effectif de l'entreprise (la « **Période de Restriction** »), ne pas, directement ou indirectement par l'entremise d'une personne physique ou morale (chacune, une « **Personne** »), ayant des activités de génie civil, de construction et de services connexes dans le domaine du pétrole, du gaz et des produits pétrochimiques (l'« **Activité** »), et notamment, sans y être limitée : Baker Hughes Company, Halliburton Company, John Wood Group plc, McDermott International Inc., National Oilwell Varco Inc., Saipem S.p.A., Schlumberger Ltd., Subsea 7 S.A., Weatherford International plc, ainsi que leurs sociétés affiliées et toute entité leur succédant (l'« **Entreprise Concurrente** ») de :

1. solliciter, inciter, persuader toute Personne, qui, à un quelconque moment au cours de la dernière année d'emploi ou de mandat du Participant au sein de l'Employeur (la « **Période Considérée** »), était un fournisseur de la Société 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 période ou à l'égard duquel le Participant détient des Informations Confidentielles) à réduire le niveau d'activité entre le 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 n'autorisera ou n'approuvera la prise de telles initiatives par toute autre Personne ;

2. solliciter des affaires qui sont de même nature ou de nature semblable à la partie de l'Activité pour laquelle le Participant exerçait une partie significative de sa mission à tout moment au cours de la Période Concernée ou pour laquelle le Participant détient des Informations Confidentielles en raison de son emploi ou mandat pendant la Période Considérée (l'une quelconque de

ces activités étant définie comme l'« **Activité Concurrente** ») 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 (et avec lequel le Participant ou l'un de ses subordonnés directs, a été activement impliqué durant cette période ou à l'égard duquel le Participant détient des Informations Confidentielles). Le Participant ne s'adressera à aucun fournisseur à une quelconque de ces fins, ni n'autorisera ou n'approuvera la prise de telles initiatives par toute autre Personne. Aux fins de la présente restriction, le terme « client » comprend toutes les Personnes dont la Société ou l'une de ses Filiales a reçu des demandes de renseignements pour la fourniture de biens ou de services relatives à l'Activité, même lorsque ces demandes n'ont pas été concluantes ;

3. être employé, embauché ou fournir activement ses services à toute Entreprise Concurrente ou à toute entreprise ayant une activité identique ou similaire à l'Activité, située à l'intérieur de la Zone Géographique Prohibée (telle que définie ci-dessous) pendant la Période de Restriction ou pour toute période au cours de laquelle le Participant a connaissance d'Informations Confidentielles. La Zone Géographique Prohibée désigne tous les pays, territoires, comtés, paroisses, arrondissements ou équivalent dans lesquels (A) la Société ou l'une de ses Filiales employant le Participant, a des clients ou fournit des services, pour lesquels le Participant a reçu ou obtenu des Informations Confidentielles au cours de sa 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 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 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 (la « **Zone Géographique Prohibée** »). Les restrictions du présent article 2 s'appliquent également à l'activité du Participant exercée au profit d'une Entreprise Concurrente située dans la Zone Géographique Prohibée même si le lieu de travail du Participant est situé en dehors de la Zone Géographique Prohibée.

ii. Pendant la Période de Restriction, ne pas employer, embaucher, solliciter, inciter ou persuader toute personne qui, au cours de la Période Concernée, était un salarié, mandataire, consultant ou prestataire de la Société ou de l'une de ses Filiales et qui exerçait pendant la Période Concernée des fonctions d'encadrement dans les domaines de la vente, du marketing, de la finance, de la gestion, ou des fonctions équivalentes, afin d'être embauché ou employé par le Participant ou par toute autre Personne. Le Participant ne s'adressera à aucune personne à une quelconque de ces fins, ni n'autorisera ou n'approuvera la prise de telles initiatives par toute autre Personne.

3. Limitations et modifications. Les modifications et limitations suivantes s'appliquent aux restrictions prévues à l'article 2 ;

iii. Les restrictions prévues à l'article 2 ne s'appliquent pas lorsque le Participant a reçu une autorisation écrite et préalable de la Société pour exercer ses activités ou lorsque les activités exercées par le Participant ne sont pas concurrentes de l'Activité de la Société.

iv. Au cas où l'Employeur dispenserait le Participant de l'exécution d'un éventuel préavis de fin de contrat, le point de départ de la Période de Restriction sera fixé au dernier jour de travail effectif du Participant pour l'Employeur.

v. La Société peut ajouter ou retirer des entreprises de la liste des Entreprises Concurrentes en cas de réorganisation, de fusion, d'acquisition, de cession ou de tout autre changement important dans la structure organisationnelle d'une Entreprise Concurrente et avisera par écrit le Participant de toute modification apportée à cette liste, le cas échéant.

vi. Chacune des restrictions énoncées à l'article 2 est distincte et indépendante. Elles sont considérées par les parties comme étant proportionnées en toutes circonstances. Il est convenu que si l'une ou plusieurs de ces restrictions, devaient être considérées comme excessives pour la protection des intérêts légitimes de l'Employeur mais seraient considérées comme non-excessives si l'une ou plusieurs de leurs stipulations étaient supprimées, la ou les restriction(s) pertinente(s) s'appliquerai(en)t avec la ou les suppression(s) ou réduction(s) nécessaire(s) pour rendre la ou les 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 considérée inapplicable, elle pourrait être réputée non écrite sans porter atteinte à la validité ou l'effectivité de toute autre disposition du présent accord.

vii. Le Participant reconnaît qu'il a volontairement accepté les engagements énoncés à l'article 2 et que les limitations et restrictions énoncées aux présentes, notamment les restrictions dans l'espace et dans le temps à l'égard de certaines activités concurrentes, sont proportionnés à tous égards et non excessives ; qu'elles constituent une condition déterminante du présent accord ; qu'elles ont pour objectif et sont nécessaires pour prévenir tout acte de concurrence déloyale, protéger les Informations Confidentielles, le goodwill et intérêts commerciaux importants et légitimes de la Société et de ses Filiales, tout en permettant au Participant d'exercer raisonnablement une activité professionnelle correspondant aux compétences et à l'expertise acquises par lui sans enfreindre les restrictions prévues à l'article 2.

4. Contrepartie. Le Participant reconnaît que l'octroi de PSUs constitue une contrepartie suffisante aux restrictions prévues aux articles 1 et 2.

5. Non-interférence avec les droits du lanceur d'alerte. Aucune disposition de la présente Clause de Confidentialité et de Non-Concurrence n'interdit au Participant de signaler d'éventuelles violations de la loi ou de la réglementation à tout organisme ou autorité gouvernementale ou administrative et/ou de faire des révélations conformément aux dispositions législatives relatives à la protection des lanceurs d'alerte.

6. Exécution forcée des engagements. La Société pourra engager toute action qu'elle estime nécessaire et juridiquement permise afin de faire respecter les engagements pris au titre du présent accord ou de prévenir toute violation ou risque de violation des articles 1 et 2 du présent accord, notamment en vue de l'indemnisation de tout préjudice résultant d'une 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 violation ou un tel risque de violation de la présente Clause de Confidentialité et de Non-Concurrence. En raison de la difficulté d'évaluer le préjudice économique subies par la Société et ses Filiales résultant de la violation des articles 1 et 2 du présent accord par le Participant, et en raison du dommage immédiat et irréparable qu'une telle violation serait susceptible de causer, sans autre recours juridique adéquat, le Participant convient que dans le cas où la Société considère à sa seule discrétion que le Participant viole ou risque de violer l'une quelconque de ces dispositions, la Société est en droit d'obtenir une injonction (sans obligation de déposer une caution) de la juridiction compétente en vue de mettre un terme ou d'interdire une telle violation ou un tel risque de violation. Une telle injonction ne constitue pas le seul recours de la Société en cas de violation ou de menace de violation de ces 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 d'une indemnisation spécifique.

## 7. GERMANY

The provisions of this **Country Schedule Germany** provide additional definitions and conditions for the purpose of granting PSUs to Employees and corporate officers who are resident in Germany for tax, labour or securities law purposes.

1. Discretion. The Company's, Board of Directors', Committee's and Administrator's discretion under the Plan, the Agreement and this Country Schedule Germany, including the interpretation of such documentation, shall be exercised (a) reasonably (nach billigem Ermessen) as defined under German law and (b) in a way complying with the German labour law principle of equal treatment (arbeitsrechtlicher Gleichbehandlungsgrundsatz) and the prohibition of discrimination (Diskriminierungsverbot).

2. Tax Withholding. For the avoidance of doubt, taxes always include German social security contributions, and in this regard also Participants portions, and any mandatory withholding or required actions shall be made by the German Employer of Participant as required by German law. Whenever the PSUs are settled, the Company or the German Employer of Participant shall notify the Participant of the amount of tax, if any, which must be withheld by the Company or the German Employer of Participant under all applicable federal, state and local or foreign tax laws (including German social security or similar contributions). For purposes of withholding, Fair Market Value shall be determined under applicable German law and its interpretation by the German tax authorities. The Participant shall indemnify the Company or the Employer from and against any liability for or obligation to pay any Tax Liability (a "Tax Liability" being any liability for income tax, withholding tax and any other employment related taxes in any jurisdiction, including but not limited to wage tax, solidarity surcharge, church tax or German social security contributions) that is attributable to (1) the grant or vesting of, or any benefit the Participant derives from, the PSUs, (2) the Participant's acquisition of Shares on settlement of the PSUs, or (3) the disposal of any Shares.

3. Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If a Participant uses a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of Shares acquired under the Plan, the bank will make the report for the Participant. In addition, a Participant must report any receivables, payables, or debts in foreign currency exceeding an amount of €5,000,000 on a monthly basis. Finally, a Participant must report on an annual basis if the Participant holds Shares that exceed 10% of the total voting capital of the Company.

4. Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement. For the avoidance of doubt, the definitions of Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement shall be subject to German law and its interpretation.

5. Data Privacy. For any further request regarding data privacy, Participant may contact the German Data Protection Officer at [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com).

## 8. GHANA

The provisions of this Country Schedule for Ghana provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Participants in Ghana for privacy, tax or labour law purposes.



1. Withholding. Whenever the PSUs vest, the Participant is liable to tax on it at the market value of the Shares which is the amount that an independent, reasonable person would pay on the open market to receive the Shares.

2. Definitions. For all purposes of this Agreement and the Plan the following defined terms have been amended and shall apply:

i. “Detrimental Activity” means the Participant’s having been convicted of, or pleading guilty to a felony under federal or state law.

ii. “Retirement” means the termination of Participant’s employment on or after the date Participant is eligible to retire under the terms of his or her employment agreement with the Ghana Employer.

## 9. INDIA

The provisions of this **Country Schedule for India** provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in India for tax, labour or securities law purposes.

1. PSUs Not Part Of Compensation. The PSUs are not part of normal or expected compensation, remuneration, salary, wages, allowances or emoluments of the Participants, for any purpose, including, without limitation, calculating severance, resignation, redundancy, end of service payments, gratuity, retrenchment compensation, bonuses, long-service awards, pension or retirement benefits, overtime, leave pay, social welfare contributions, or any other payment or benefit under any applicable Indian labor and employment laws.

2. Key Managerial Personnel Notification Obligation. Participants who are directors or key managerial personnel of the Indian subsidiary shall provide such Indian subsidiary with details of securities held by them in the Company pursuant to the Plan and this Agreement, including inter alia the number thereof, price paid, date of acquisition, and mode of holding in order for such Indian subsidiary or Affiliate to comply with the applicable reporting requirements under Indian company law.

3. Tax Considerations. The Employer shall have the right to withhold, or require the Participant to remit to the Employer, an amount towards taxes computed at the applicable rate at the time of allotment of the Shares to the Participant on 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.

The value of benefit shall be the aggregate Fair Market Value (“FMV”) of the Shares on the date of vesting.

The FMV of the Shares shall be the value as determined by a Category I Merchant Banker registered with the Securities 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 days earlier than the date of vesting.

5. Data Privacy. By entering into the Agreement, Participant consents to the processing, collection, disclosure and transfer of Data by Company for the Purposes.

**i. INDONESIA**

The provisions of this **Country Schedule Indonesia** provide additional definitions and conditions for the purpose of granting PSUs to Employees and corporate officers who are resident in Indonesia for tax, labour or securities law purposes.

1. Award Plan. A copy of the Plan is attached to this Agreement.
2. Waiver of Article 1266 of the Indonesian Civil Code. For the purposes of termination of this Agreement, the Company and the Participant hereby waive the benefits of Article 1266 of the Indonesian Civil Code but only to the extent that judicial cancellation of this Agreement would otherwise be required to terminate this Agreement.
3. Language. In compliance with the Law No. 24 of 2009 regarding National Flag, Language, Coat of Arms, and National Anthem of the Republic of Indonesia (“**Law 24**”) and the Presidential Regulation No. 63 of 2019 regarding the Use of Indonesian Language (“**Regulation 63**”), the Agreement and the Plan are made in English and Indonesian language versions. The Participant and the Company agree to execute the Indonesian language version of the Agreement and the Plan simultaneously with the English language version of the Agreement and the Plan.

For the avoidance of doubt, the existence of two versions of the Agreement and the Plan is not to be construed by any party as creating different rights and obligations, or duplication or multiplication of the rights and obligations, of the Participant and the Company under any version of the Agreement and the Plan.

The Participant and the Company agree that:

- i. the English language version and the Bahasa Indonesia version of the Agreement and the Plan shall be equally authentic; and
  - ii. in the event of any inconsistency or different interpretation between the Bahasa Indonesia version and the English version of the Agreement and the Plan, the English version shall prevail and the Participant shall, promptly upon request by the Company, amend the relevant Bahasa Indonesia text to conform with the relevant English text and the Participant and the Company shall execute such documentation as the Company may reasonably 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 is made.
- 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 any manner or forum in any jurisdiction:
- i. challenge the validity of, or raise or file any objection to, the Agreement and the Plan or the transactions contemplated in the Agreement and the Plan;
  - ii. defend its non-performance or breach of its obligations under the Agreement and the Plan; or
  - iii. allege that the Agreement and the Plan is against public policy or otherwise does not constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms, in each case on the basis of any failure to comply with Law 24 or Regulation 63.

Each of the Participant and the Company:

- i. acknowledges that, with its agreement, the Agreement and the Plan have been predominantly negotiated in the English language;
  - ii. represents that it has read and fully understands the contents and consequences of the Agreement and the Plan;
  - iii. agrees that the execution of the Agreement and the Plan in the English language will not affect the validity, binding effectiveness and enforceability of the Agreement and the Plan; and
  - iv. represents that it has made and entered into the Agreement and the Plan freely and without duress.
4. Data Privacy. By entering into the Agreement, Participant consents to the processing of Data by Company for the Purposes.
5. Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement. For the avoidance of doubt, the definitions of Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement shall be subject to Indonesian law and its interpretation.
6. Tax. The Participant is advised to seek professional tax advice as to the Participant's tax liabilities including, to the extent the Participant is a foreigner, how such gains or profits aforesaid will be taxed at the time the Participant ceases to work in Indonesia. All taxes (including income tax) arising from the award of any PSU or the vesting of any PSU thereon shall be borne by the Participant.

## **ii. ITALY**

The provisions of this **Country Schedule for Italy** provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Italy for tax, labour or securities law purposes.

1. Securities Law Information. Neither the PSUs nor the Shares are publicly offered or listed on any regulated market or multilateral trading facility in Italy. The offer of the PSUs and Shares is private and has not been cleared by the Commissione Nazionale per la Società e la Borsa ("CONSOB") (the Italian securities exchange commission), pursuant to Italian securities legislation. Accordingly, the offer may be extended into Italy only in circumstances which are exempted from the rules on public offerings pursuant to Article 100 of Legislative Decree No. 58 of February 24, 1998, as amended and Article 34-ter of CONSOB Regulation No. 11971 of May 14, 1999, as amended.
2. Plan Document Acknowledgment. In accepting the PSUs, Participant acknowledges that he or she has received a copy of the Plan and the Agreement and have reviewed the Plan and the Agreement, including this Schedule A, in their entirety and fully understand and accept all provisions of the Plan and the Agreement, including this Schedule A. Participant further acknowledges that he or she has read and specifically and expressly approves the following sections of the Agreement: Section 1: Vesting, Section 4: Rights and Obligations as Stockholder; Section 5: No Limitation on Rights of the Company; Section 10: Administration; Section 19: Funding; and the Authorization to Release Transfer Necessary Personal Information and Method of Payment provisions above.

3. Exchange Control Information. Participant is required to report in his or her annual tax return any foreign investments or investments (including proceeds from the sale of PSUs acquired under the Plan) held outside of Italy, if the investment may give rise to income in Italy. This latter reporting obligation is not required in relation to bank accounts and bank deposits held outside of Italy whose maximum total value during the fiscal year does not exceed €15,000.

1. Data Privacy. In addition to the rights mentioned in clause 20 of the Agreement, Participant may issue directives for the purposes of deciding what should happen to the Data after his or her death pursuant to Article 2-terdecies of Legislative Decree no. 196 of 2013, by writing to the TechnipFMC Data Protection Office with the modalities provided under clause 20 of the Agreement.

### **iii.MALAYSIA**

The provisions of this **Country Schedule for Malaysia** provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Malaysia for tax, labour or securities law purposes.

1. “Participant” in Malaysia shall be restricted to any person who is an Employee or a Non-Employee Director, as determined by the Administrator.

2. Malaysian Insider Trading Notification. **Participant** should be aware of the Malaysian insider-trading rules, which may impact **Participant’s** acquisition or disposal of Shares or rights to Shares under the Plan. Under the Malaysian insider-trading rules, **Participant is** prohibited from acquiring or selling Shares or rights to Shares (e.g., an Award under the Plan) when **Participant is** in possession of information which is not generally available and which **Participant** know or should know will have a material effect on the price of Shares once such information is generally available.

3. Director Notification Obligation. If **Participant is** a director of a Malaysian Subsidiary or affiliate of the Company, **Participant is** subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the relevant Malaysian Subsidiary or affiliate in writing when **Participant** receive or dispose of an interest (e.g., an Award under the Plan or Shares) in the Company or any related company. Such notifications must be made within 14 days of receiving or disposing of any interest in the Company or any related company.

4. Securities Laws Notice. The Plan constitutes or relates to an “excluded offer,” “excluded invitation” or “excluded issue” pursuant to Sections 229 and 230 of the Malaysian Capital Markets and Services Act 2007. Copies of the Plan documents have been delivered to the Securities Commission of Malaysia. The Plan documents do not constitute, and may not be used for the purpose of, a public offering or issue, offer for subscription or purchase, invitation to subscribe for or purchase of any securities requiring the registration of a prospectus with the Securities Commission in Malaysia under the Capital Markets and Services Act 2007.

5. Bahasa Malaysia translation of Data Privacy clause:

*“Data Privasi. Klausula ini membatalkan dan menggantikan klausa 11.8 Pelan. Setiap Peserta mengakui bahawa bagi tujuan melancarkan, termasuk melaksanakan, mengurus dan mentadbir Pelan dan Perjanjian (“Tujuan”), ia adalah perlu bagi Syarikat untuk mengumpulkan informasi peribadi Peserta termasuk: nama Peserta, alamat rumah, nombor telefon, tarikh lahir, nombor keselamatan sosial (jika dibenarkan), nombor insurans atau nombor kad pengenalan (jika dibenarkan), nombor pasport (jika dibenarkan), gaji, kewarganegaraan, nama jawatan, dan informasi mengenai apa-apa saham atau stok*

yang dipegang didalam Syarikat atau anak Syarikat, informasi mengenai semua Anugerah (“Data”). Syarikat, yang mempunyai alamat berdaftar di One St. Paul’s Churchyard, London, EC4M 8AP, United Kingdom, adalah ‘data controller’ bagi pemprosesan data. Menurutny, Data adalah dikumpulkan secara langsung daripada Peserta atau diberikan oleh Majikan.

Selain daripada Tujuan, Syarikat akan menggunakan Data (i) bagi tujuan pematuhan undang-undang sekuriti dan laporan kewangan dan kehendak undang-undang yang lain, dan (ii) atas dasar kepentingan sah bagi kes yang tertunggak dan/atau pertikaian yang diancam dan/atau tuntutan (undang-undang), penyiataan oleh badan berkanun yang relevan, litigasi dan arbitrase, untuk memastikan kedudukan undang-undang, untuk mendapatkan nasihat (luaran) dan/atau untuk membina atau mempertahankan kedudukan (undang-undang) dan/atau melaksanakan tuntutan (undang-undang).

**1. Data boleh didedahkan kepada anak Syarikat (termasuk Majikan) atau kepada pihak ketiga pentadbir pelan (termasuk bank-bank, broker-broker, pemilik kustodi, depository sekuriti, bursa saham, dll) dan juga pengaudit, penasihat dan konsultan mereka dan mana-mana pihak yang dirasakan perlu dan sesuai bagi Tujuan. Syarikat juga boleh menjadikan tersedia Data Peserta bagi pihak-pihak berkuasa awam sekiranya diperlukan dibawah undang-undang atau peraturan dan boleh juga mendedahkan Data kepada mahkamah judisial and arbitrase dan/atau jawatankuasa dan penasihat luar. Entiti-entiti tersebut dan badan-badan berkuasa mungkin bertempat di Amerika Syarikat, Kawasan Ekonomi Eropah, atau mana-mana sahaja, termasuk di kawasan dimana undang-undang perlindungan data tidak mempunyai perlindungan yang sama dengan bidang kuasa di mana Peserta menetap. Sekiranya relevan, Syarikat dan anak Syarikat akan melaksanakan perlindungan yang bersesuaian untuk memastikan perlindungan Data, umpamanya klausa kontrak yang standard seperti yang dicadangkan oleh Suruhanjaya Eropah. Sekiranya Peserta bekerja dengan anak Syarikat yang ditubuhkan di dalam Kawasan Ekonomi Eropah, sekiranya United Kingdom menjadi negara ketiga (untuk kegunaan GDPR) sebagai akibat daripada Brexit, Syarikat akan melaksanakan perlindungan yang bersesuaian untuk memastikan perlindungan Data dalam kes pemindahan Data dari dalam Kawasan Ekonomi Eropah ke luar Kawasan Ekonomi Eropah, seperti klausa kontrak yang standard seperti yang dicadangkan oleh Suruhanjaya Eropah. Peserta boleh meminta salinan perlindungan seperti itu dengan menghubungi Pejabat Perlindungan Data TechnipFMC di [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com) atau wakil sumber manusia tempatan Peserta.**

Peserta boleh meminta untuk mendapatkan akses kepada Data, untuk membetulkan mana-mana Data tersebut, untuk memadamkan Data, untuk menyekat pemprosesan Data, untuk membantah pemprosesan Data, serta permintaan pemindahan Data menurut Artikel 15 hingga 21 GDPR dan berhak memfailkan aduan dan / atau tuntutan dengan pihak berkuasa perlindungan data yang kompeten. Permintaan mengenai Data, pertanyaan atau aduan boleh ditangani dengan menghubungi Pejabat Perlindungan Data TechnipFMC di [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com) atau wakil sumber manusia tempatan Peserta.

Ia adalah wajib bagi Peserta untuk memberikan apa-apa Data yang diminta. Jika Peserta memilih untuk tidak memberikan sebarang Data yang diminta atau menyekat pemprosesan Data, Syarikat tidak akan dapat melaksanakan obligasinya di bawah Pelan.

Data akan dipegang dan digunakan hanya selagi diperlukan untuk Tujuan. Hanya di mana Syarikat dan / atau anak-anak Syarikatnya diwajibkan secara sah (contohnya untuk pematuhan dengan tujuan pelaporan undang-undang dan kewangan), atau jika ini perlu untuk mempertahankan kepentingan mereka dalam konteks prosiding kehakiman, Syarikat dan / atau anak-anak Syarikatnya akan menyimpan Data untuk tempoh yang lebih lama. Peserta boleh meminta maklumat lanjut mengenai tempoh

pengekalannya yang terpakai bagi Data dengan menghubungi Pejabat Perlindungan Data TechnipFMC di [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com) atau wakil sumber manusia tempatan Peserta.

Peserta boleh merujuk selanjutnya maklumat khusus negara mengenai pemprosesan Data di bawah Jadual A Perjanjian, termasuk tetapi tidak terhad kepada butiran perhubungan Pegawai Perlindungan Data tempatan, jika ada.

Jika Peserta bekerja dengan anak Syarikat yang ditubuhkan di luar Kawasan Ekonomi Eropah dan setakat persetujuannya untuk pemprosesan dan / atau pemindahan Data diperlukan (lihat maklumat khusus negara dalam Jadual A Perjanjian), Peserta dengan ini bersetuju untuk pemprosesan dan / atau pindahan sedemikian seperti yang dinyatakan dalam klausa 20 Perjanjian. Pada bila-bila masa, Peserta boleh menarik balik persetujuan yang diberikan di sini secara bertulis dengan menghubungi Pejabat Perlindungan Data TechnipFMC di [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com) atau wakil sumber manusia tempatan Peserta. Peserta mengakui, bersetuju dan menerima bahawa sekiranya dia memilih untuk menarik balik persetujuannya, Syarikat mungkin tidak dapat melaksanakan tanggungjawabnya dan mentadbirkan Pelan dan Perjanjian.”

## **i.MEXICO**

The provisions of this **Country Schedule for Mexico** provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Eligible Individuals who are resident in Mexico for tax, labour or securities law purposes.

1. **Definitions.** For all purposes of this Agreement and the Plan the following defined terms shall apply:

v. **“Termination of Service”**: For the purposes of this Agreement and the Plan, Participant will be deemed to have experienced a Termination of Service on the date when Participant is no longer providing active services to the Company and/or its Subsidiaries and affiliates, including without limitation, because of termination by the Company or a Subsidiary of its relationship with the Participant for any reason, with or without cause, termination by mutual consent, resignation, discharge, but excluding terminations where the Participant simultaneously commences or remains in service with the Company or any Subsidiary.

vi. **“Detrimental Activity”**: For the purposes of this Agreement and the Plan, the definition of “Detrimental Activity” in section 23 shall be expanded to include any act or omission that to the Company or its Subsidiaries’ discretion constitutes cause for termination of the Participant’s relationship with the Company or its Subsidiaries under Applicable Law, without the Company or its Subsidiaries having to notify the termination with cause before any authority or follow any procedure before any authority to demonstrate such cause.

vii. **“Good Reason”**: For the purposes of this Agreement and the Plan, the definition of “Good Reason” in section 22(c) means, without the Participant’s express written consent, the occurrence of any one or more of the following during the Protection Period:

a. the assignment of the Participant to duties materially inconsistent with the Participant’s authorities, duties, responsibilities, and status (including, without limitation, offices, titles and reporting requirements) (including, without 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 the Company becoming a

subsidiary of another entity, or any material adverse change in the Participant's reporting relationship, such as the chairman or chief executive officer ceasing to report to the Board of Directors of a publicly traded company), or a reduction or alteration in the nature or status of the Participant's authorities, duties, or responsibilities from the greatest of those in 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 immediately preceding the Change in Control;

b. the Company's requiring the Participant to be based at a location which is at least one hundred (100) miles further from the Participant's then current assigned work location immediately prior to the Change in Control, except for required travel on the Company's business to an extent substantially consistent with the Participant's business obligations as of the Grant Date or as the same may be changed from time to time prior to a Change in Control;

c. a material reduction by the Company in the Participant's then current salary of record paid as annual salary (excluding amounts received under incentive or other bonus plans), as in effect on the Grant Date or as the same may be increased during the Protection Period; or

d. a material reduction in the Participant's level of participation in any of the Company's short- and/or long-term incentive compensation plans, or employee benefit or retirement plans, policies, practices, or arrangements in which the Participant participates from the greatest of the levels in place (a) on the Grant Date, (b) during the fiscal year immediately preceding the year of the Change in Control and (c) on the date immediately preceding the Change in Control.

The existence of Good Reason will not be affected by the Participant's temporary incapacity due to physical or mental illness not constituting a Disability. The Participant's continued service will not constitute a waiver of the Participant's rights with respect to any circumstance constituting Good Reason; however, "Good Reason" for Participant's separation will exist only if: the Participant provides written notice to the Company within ninety (90) days of the occurrence of any of the above listed events; the Company fails to cure the event within thirty (30) days following the Company's receipt of Participant's written notice; and the Participant separates from the Company effective not later than twenty four (24) months after the original occurrence of the "Good Reason" event. For sake of clarity, the event giving rise to a Good Reason termination must occur during the Protection Period, but Participant's actual termination for Good Reason may occur after the end of the Protection Period, and such termination will be treated as if it occurred during the Protection Period for purposes of Section 3(a).

2. No Entitlement for Claims. The Company has unilaterally, gratuitously and discretionally decided to grant the PSUs under the Plan. In accepting this Agreement, Participant expressly acknowledges and accepts that the PSUs and the Shares issued pursuant to vesting are granted directly by the Company; therefore, such are not part of the salary, payments, bonuses, premiums, commissions, employment benefits in money or in kind, or any other benefits paid out by the Mexican Subsidiary to the Participant because of his/her services. Consequently, the PSUs are granted on the assumption and condition that PSUs and the Shares issued pursuant to vesting of the PSUs are not part of the Participant's remuneration by the Mexican Subsidiary of the Company and shall not be considered for any purposes in connection with such Mexican Subsidiary, including without limitation, for determining any severance payment or compensation otherwise due, or any payments resulting from any employment relationship that may be in place.

3. Tax. The Participant is advised to seek professional tax advice as to the Participant's tax implications. All taxes (including income tax) arising from the award of any PSU or the vesting of any

PSU thereon shall be borne by the Participant, who shall pay such taxes pursuant to the Applicable Law and shall provide to the Company copies of the applicable tax return and the tax payment within the five (5) business days following to the date when the corresponding tax should have been paid. Likewise, the Participant shall deliver to the Company the applicable digital tax invoice, if any, to be issued pursuant to the Applicable Law and a copy thereof to a Mexican affiliate of the Company.

4. Data Privacy. By entering into the Agreement, Participant consents to the processing of Data by Company for the Purposes. The recipient of Participant's personal data will retain the data in a secure network system at such standard as would be reasonably expected for the storage of valuable and proprietary for sensitive/confidential data.

## ii. NETHERLANDS

The provisions of this **Country Schedule for the Netherlands** provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in the Netherlands for tax, labour or securities law purposes.

1. Tax Withholding. For the avoidance of doubt, taxes include social security contributions. The Participant shall indemnify the Company or the Employer from and against any liability for or obligation to pay any Tax Liability (a "Tax Liability" being any liability for income tax, withholding tax and any other employment related taxes in any jurisdiction, including but not limited to wage tax or social security contributions) that is attributable to (1) the grant or vesting of, or any benefit the Participant derives from, the PSUs, (2) the Participant's acquisition of Shares, or (3) the disposal of any Shares.

2. Securities Law Information: The information contained herein does not constitute an offer of securities to the public in the Netherlands. Participation in the Plan is restricted to Employees of the Company and its subsidiaries who meet the eligibility criteria. The information contained herein is intended only for those Employees of the Company and its subsidiaries eligible to participate in the Plan.

3. Termination of Service. Detrimental Activity, Disability, Good Reason and Retirement. For the avoidance of doubt, the definitions of Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement shall be subject to Dutch law and its interpretation.

4. Definitions. For all purposes of this Agreement and the Plan the following defined terms shall apply:

viii. "Employee" means: any officer or other employee (as determined in accordance with Article 7:610 of the Dutch Civil Code) of the Company or of any Subsidiary.

ix. "Retirement" means termination of the Participant's employment agreement at the time the State pension age (*AOW-gerechtigde leeftijd*) is reached.

5. Data Privacy.

x. The Participant's citizen service number (*burger service nummer*) will not be processed by the Company nor disclosed to third parties unless a legal obligation exists to do so.

xi. The Participant has the right to object to the processing of his Data and to lodge a complaint with the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*) which can be done on the website [www.autoriteitpersoonsgegevens.nl](http://www.autoriteitpersoonsgegevens.nl).



xii. Data will be held and used through the relevant time limitation period for claims under the Plan, and for as 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 after Participation to the Plan has ended and/or terminated or where the Data is part of the financial administration required for Dutch tax law purposes for a period of at least 7 years after the end of the relevant tax year.

### iii. NIGERIA

Data Privacy. By entering into the Agreement, Participant consents to the processing of Data by Company for the Purposes.

2. Confidentiality and Non-Compete Agreement – Exhibit B: The Participant hereby agrees that the restrictions in Clause 2 of the Confidentiality and Non-Compete Agreement set forth in Exhibit B protect the legitimate interest of the Company and its Subsidiaries; are reasonably necessary to protect the interests of the Company and its Subsidiaries; and are not unreasonable as regards the Participant.

### i. NORWAY

The provisions of this **Country Schedule for Norway** provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Norway for tax, labour or securities law purposes.

1. Acknowledgment of Nature of Plan and PSUs. In accepting this Agreement, the Participant acknowledges that, in the event of termination of the Participant's employment, the Participant's rights to vest the PSUs under the Plan, if any, will terminate effective as of the date of the termination notice, and will not be extended by any notice period or agreed "garden leave"; the Administrator shall have the exclusive discretion to determine when the Participant is no longer actively employed for purposes of Participant's PSUs.

2. Definitions. For all purposes of this Agreement and the Plan, Clause 23(c)(iv) and Clause 20(c)(v) regarding the Definition of the term "Good Reason" do not apply to 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 Norwegian law for Participants whose employment are governed by Norwegian law.

### POLAND

The provisions of this Country Schedule for Poland provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Poland for tax, labour or securities law purposes.

1. Detrimental Activity. For the purposes of this Agreement, the definition of "Detrimental Activity" in Section 23 shall be expanded to include termination of employment contract without notice (under art. 52 of the Polish Labour Code).

2. No Entitlement for Claims. The PSUs and the Shares issued pursuant to vesting are not part of Employee's work and pay conditions within the meaning of the Polish Labour Code and therefore, shall not be considered for the purposes of determining any severance pay, compensation, or any payment

due to cessation of employment, any bonuses/awards, compensation related to non-competition arrangements, or any payments resulting from employment relationship, including payments towards employee capital plans (PPK).

3. Retirement and Disability. “Retirement” means termination of Participant’s employment on or after the date Participant would be entitled to retire under the Polish statutory provisions. “Disability” means disability to work under the Polish statutory provisions.

4. Employee. “Employee” means: any officer or other employee (as determined under Polish Labour Code) of the Company or of any Subsidiary.

5. Securities Law Information. The Plan and Awards under the Plan, specifically, the PSUs and Shares, are only addressed to selected and specific employees and the PSUs and Shares are not listed or meant to be listed on any regulated market or multilateral trading facility in Poland. The Awards under the Plan, specifically, the PSUs and Shares, can be offered in Poland without the requirement of publishing the prospectus under Regulation (EU) 2017/1129 of the European Parliament and of 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 market, and repealing Directive 2003/71/ECT (Regulation): (i) if offered under one of the exemptions available under the Regulation, in particular, Article 1 section 4 letter (i) of the Regulation, provided that the document, drafted in Polish, is made available containing information on the number and nature of shares as well as reasons for and details of the offer, or (ii) if offered to less than 150 employees in Poland in a consecutive period of 12 months. Neither the Plan nor any related document has been approved or notified to the Polish Financial Supervisory Authority (“*Komisja Nadzoru Finansowego*”).

6. Exchange Control Information. If Participant is a resident or domiciled in Poland, the Participant will be required to 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 aggregate value of such assets and liabilities is equal to or greater than PLN 7,000,000. Additionally, the Participant must report annually if the Participant owns Shares that exceed 10% of the total voting capital of the Company.

7. Data Privacy. The Participant has the right to lodge a complaint with the Polish supervisory authority (President of the Personal Data Protection Office).

### 3. PORTUGAL

4. **The provisions of this Country Schedule for Portugal provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Portugal for tax, labour or securities law purposes.**

1. Securities Law Information: Neither the PSUs nor the Shares are publicly offered or listed on any regulated market or multilateral trading facility in Portugal. The offer of the PSUs and Shares is private and has not been communicated to, or cleared by, the Portuguese Securities Markets Commission (*Comissão do Mercado de Valores Mobiliários*), pursuant to the applicable Portuguese law. Accordingly, the offer may be made in Portugal only in circumstances which are exempted from the rules on public offerings pursuant to Portuguese Securities Code, approved by Decree-Law no. 486/99, of 13 November. The Agreement and other materials relating to the granting of the PSUs and the Shares are strictly confidential and may not be distributed to any person or entity other than the Participant and other selected Employees.

2. Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement. For the avoidance of doubt, the definitions of Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement shall be interpreted in accordance with Portuguese labor law.

3. “Participant” in Portugal shall be restricted to Employees or Non-Employee Directors, as determined by the Administrator.

4. Employee. “Employee” means: any employee (as determined under Portuguese labor law) of the Company or of any Subsidiary.

5. No Entitlement for Claims or Compensation. The Company has unilaterally, gratuitously and discretionally decided to grant the PSUs under the Plan. Consequently, the PSUs are granted on the assumption and condition that PSUs and the Shares issued pursuant to vesting of the PSUs are not part of the Participant’s ordinary or expected remuneration and shall not be considered for the purposes of determining any severance payment, compensation or credits otherwise due.

6. Exchange Control Information. In case the Participant receives Shares under the Plan and the Agreement, the acquisition of such shares may need to be reported to the Bank of Portugal (*Banco de Portugal*) for statistical purposes. If the Shares are deposited with a bank or financial intermediary in Portugal, such bank or financial intermediary shall submit the report on behalf of the Participant.

7. Language Consent: **Participant** hereby expressly declare that **Participant** have full knowledge of the English language and have read, understood and fully accepted and agreed with the terms and conditions set forth in the Plan and in the Agreement.

Conhecimento de Língua:

*Pelo presente instrumento declara expressamente que tem pleno conhecimento da língua inglesa e que leu, compreendeu e livremente aceitou e concordou com os termos e condições estabelecidas no Plano e no Acordo.*

**QATAR**

The provisions of this **Country Schedule for Qatar** provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Qatar for tax, labour or securities law purposes.

1. Jurisdiction. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC – LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitration shall be English.

2. Securities Law. Nothing in this Agreement constitutes, is intended to constitute, shall be treated as constituting or 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 marketing of an investment fund or an attempt to do business, as a bank, an investment company or otherwise in the state of Qatar or in the Qatar Financial Centre. This Agreement and the underlying instruments have not been approved, registered or licensed by the Qatar Central Bank or the Qatar Financial Centre Regulatory Authority, the Qatar Financial Markets Authority or any other regulator in the state of Qatar.

3. Data Privacy. The Company and the Participant acknowledge that no sensitive data as defined in the Data Protection Law of Qatar (Law 13 of 2016) is being collected within the State of Qatar.

## **RUSSIA**

The provisions of this **Country Schedule for Russia** provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Russia for tax, labour or securities law purposes.

1. Data Privacy. When processing personal data of Russian citizens / in Russia, the Company is also subject to Federal Law No. 152-FZ “On Personal Data” dated 27 July 2006 (as amended) and other applicable Russian laws (collectively, the “**Russian FLs**”). In addition to the provisions of Section 20 of this Agreement, for the purposes of the Russian FLs, the collection of this Data with respect to Russian citizens will be made through a database located in Russia. Any requests to the Company in connection with the Russian FLs (including regarding the access to Data or revocation of consent for processing) may be addressed to the Company through the local human resources representative.

i. This Agreement does not constitute, and the Company and the Participant do not have an intention to execute, a derivative 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. 39-FZ “On Securities Market”.

ii. The Participant grants to the Company consent to processing of his or her personal data by signing and returning the separate consent form provided to them by the Employer in Russia.

iii. The persons designated to be responsible for ensuring that the Company, as applicable, complies with applicable privacy and data protection laws in Russia is the TechnipFMC Data Protection Office who can be reached at [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com) or Participant’s local human resources representative.

v.

## **v. SAUDI ARABIA**

The provisions of this **Country Schedule for Saudi Arabia** provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in the Kingdom of Saudi Arabia for tax, labor or securities law purposes.

1. Disclaimer. This Agreement has not been approved or licensed by Saudi Arabia Monetary Authority (“SAMA”), the Capital Market Authority (“CMA”) or any other relevant licensing authorities or governmental agencies in the Kingdom of Saudi Arabia. This Agreement is strictly private and confidential and the terms of the Agreement and the Plan have not been reviewed by, deposited or registered with or by SAMA, CMA or any other relevant licensing authorities or governmental agencies in the Kingdom of Saudi Arabia. This offer is being issued from outside the Kingdom of Saudi Arabia to a limited number of Employees of a Subsidiary of the Company and must not be provided to any person other than the original recipient and may not be reproduced or used for any other purpose. Further, the information contained in this Agreement and the Plan is not intended to lead to the issue of any securities or the conclusion of any other contract of whatsoever nature within the territory of the Kingdom of Saudi Arabia.

2. Jurisdiction. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC – LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Dubai International Financial Centre. The language to be used in the arbitration shall be English.

3. Securities Law. Nothing in this Agreement constitutes, is intended to constitute, shall be treated as constituting or shall be deemed to constitute, any offer or sale of securities in the Kingdom of Saudi Arabia or the inward marketing of an investment fund or an attempt to do business, as a bank, an investment company or otherwise in the Kingdom of Saudi Arabia. This Agreement and the underlying instruments have not been approved, registered or licensed by SAMA, CMA or any other relevant licensing authorities or governmental agencies in the Kingdom of Saudi Arabia.

4. Data Privacy. Participant gives its consent and formally agrees that that Company is fully entitled to disclose its 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 of managing and administering the plan and to allow the vesting or transfer of any equity compensation grants or shares awarded to said participant.

## **vi.SINGAPORE**

The provisions of this **Country Schedule for Singapore** provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Singapore for tax, labour or securities law purposes.

1. Securities Law Information. The award of the PSUs and the issuance and delivery of the Shares pursuant to the Plan is being made in reliance of section 273(1)(f) of the Securities and Futures Act, Chapter 289 of Singapore (“SFA”) for which it is exempt from the prospectus requirements under the SFA.

2. Insider Trading. A Participant should be aware of the Singapore insider trading regulations, which may impact the 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 Participant is prohibited from acquiring or selling Shares or rights to Shares (e.g. PSUs) when (a) the Participant possess information that is not generally available but, if the information were generally available, a reasonable person would expect it to have a material effect on the price or value of the Shares, and (b) the Participant knows that the information is not generally available and, if it were generally available, it might have a material effect on the price or value of those Shares.

3. Director / CEO Notification Obligation. If the Participant is a director or chief executive officer (as applicable) of a company incorporated in Singapore which is related to the Company (“Singapore Company”), the Participant is subject to certain disclosure / notification requirements under the Companies Act, Chapter 50 of Singapore. Among these requirements is an obligation to notify the Singapore Company in writing when the Participant acquires an interest (such as shares, debentures, participatory interests, rights, options and contracts) in the Company (e.g. the PSUs). In addition, the Participant must notify the Singapore Company when the Participant disposes of such interest in the Company (including when the Participant acquires or transfers Shares issued upon vesting and settlement of the PSUs). These notifications must be made within two business days of acquiring or disposing of

any such interest in the Company. In addition, a notification of the Participant's interests in the Company must be made within two business days of becoming a director or chief executive officer (as applicable).

In this regard:

i. A "director" includes any person occupying the position of a director of a corporation by whatever name called and includes a person in accordance with whose directions or instructions the directors or the majority of the directors of a corporation are accustomed to act and an alternate or substitute director.

ii. A "chief executive officer", in relation to a company, means any one or more persons, by whatever name described, who:

- a. is in direct employment of, or acting for or by arrangement with, the company; and
- b. is principally responsible for the management and conduct of the business of the company, or part of the business of the company, as the case may be.

iii. The Singapore Company will be deemed to be related to the Company if the Singapore Company is:

- a. the holding company of the Company;
- b. a subsidiary of the Company; or
- c. a subsidiary of the holding company of the Company.

iv. "Business day" means any day other than a Saturday, Sunday or public holiday in Singapore.

4. Taxation Information. In the event that a Participant should be granted an award of the PSU in connection with the Participant's employment in Singapore, any gains or profits derived by the Participant arising from the vesting of such PSU will be taxable in Singapore as part of the Participant's employment remuneration when the PSU vests, regardless of where the Participant is at the time the PSU vests. The Participant may, however, be eligible to enjoy deferment of the payment of tax, arising from PSU gains under incentive schemes operated by the Inland Revenue Authority of Singapore ("IRAS") if the qualifying criteria relating 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 for any period of time up to a maximum of 5 years, subject to filing formalities to be made by the Participant.

The Participant is advised to seek professional tax advice as to the Participant's tax liabilities including, to the extent the Participant is a foreigner, how such gains or profits aforesaid will be taxed at the time the Participant ceases to work in Singapore.

All taxes (including income tax) arising from the award of any PSU or the vesting of any PSU thereon shall be borne by the Participant.

Where the Participant is neither a Singapore citizen nor a Singapore Permanent Resident and is about to leave employment with the Employer (as defined below), the Employer may be required under

the Income Tax Act, Chapter 134 of Singapore to deduct or withhold taxes arising from the vesting of the PSU from the Participant's emoluments. The Employer is required to withhold all monies due to the Participant from the day the Employee notifies his/her intention to cease employment or when the Employer notifies the Employee of the termination of employment. An amount equal to the tax amount required to be deducted or withheld will have to be so deducted or withheld by the Employer and paid to the IRAS. Emoluments include income from gains or profits from any employment, which includes any wages, salary, leave pay, fee, commission, bonus, gratuity, perquisite or allowance (other than certain types of allowance) paid or granted in respect of the employment whether in money or otherwise, and any gains or profits, directly or indirectly, derived by any person from a right or benefit to acquire shares in any company where such right or benefit is obtained by reason of any office or employment held by him or her. "**Employer**" shall mean the Company, a Singapore Subsidiary of the Company, other affiliated company or any other person paying such emoluments, whether on his or her account or on behalf of another person.

5. **Data Privacy.** By entering into the Agreement, Participant consents to the processing and transfer of Data by Company for the Purposes.

## **vii.SPAIN**

The provisions of this **Country Schedule for Spain** provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Spanish Employees and corporate officers who are resident in Spain for tax, labour and securities law purposes.

Notwithstanding any other provisions of the Plan, PSUs granted under this Country Schedule for Spain to Participants resident in Spain are subject to the following additional conditions:

1. **Non-transferability of PSUs.** The PSUs may neither be sold, pledged, assigned nor transferred unless and until the Shares underlying the PSUs have been issued, and all restrictions applicable to such Shares have lapsed. Any effort to assign or transfer a PSU will be ineffective and may result in the Company terminating the PSUs.

2. **Withholding.** Whenever the PSUs are vested, the Company or its relevant subsidiary in which the Participant is an Employee (the "Relevant Subsidiary"), in accordance with the terms of the Plan, will comply with all applicable withholding tax laws and social security, and will be entitled to take any action necessary to effectuate such compliance. The Participant hereby agrees that the Company or the Relevant Subsidiary may withhold Shares otherwise issuable upon the settlement of the PSUs, sufficient for the Company or the Relevant Subsidiary to cover an amount required by law to be withheld or otherwise arising with 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 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 pursuant to the Applicable Law, no greater than the aggregate amount of such liabilities based on the maximum statutory withholding rates for tax purposes, in accordance with Applicable Law to such taxable income (or such other amount as would not result in adverse financial accounting consequences for the Company or any of its Subsidiaries).

3. In the absolute discretion of the Administrator, the Company or the Relevant Subsidiary may authorize the Participant to satisfy the withholding amounts referred to above by means of a cash payment. Request for such cash payment shall be made in writing by the Participant in a form acceptable to the Administrator and shall be subject to the following restrictions: (i) 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 Applicable Law; and (ii) once made, the election shall be irrevocable as to the particular Shares for which the election is made. Any adverse consequences for the Participant arising in connection with the withholding procedures described above shall be the sole responsibility of the Participant.

4. No Stockholders Rights. Neither the Participant nor any other person entitled to exercise the PSUs will have any of the rights of a stockholder or Dividend Equivalents with respect to the Shares subject to the PSUs, except to the extent and until the Shares subject to the PSUs have been issued and the Participant has become the record owner of such Shares.

5. Exchange Control Information. Participant must declare the acquisition of Shares to the Spanish Dirección General de Comercio Internacional e Inversiones within the following month to the date of acquisition of the Shares. This declaration is provided to the Ministry of Economy and Competitiveness for statistical purposes only.

6. In the event that the Shares acquired pursuant to this Plan exceed certain thresholds (whether in the stake in the share capital of the Company or in the value of such stake), Participant will have to make an annual declaration to the Spanish Dirección General de Comercio Internacional e Inversiones about the development of the investment in non-resident entities by, within the first nine months of each calendar year.

7. No Entitlement for Claims or Compensation. Participant understands that the Company has unilaterally, gratuitously and discretionally decided to grant the PSUs under the Plan, extraordinary in nature, to individuals who may be Employees throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any of its Subsidiaries on an ongoing basis. Consequently, Participant understands that the PSUs are granted on the assumption and condition that PSUs and the Shares issued pursuant to vesting of the PSUs may not increase in value and that, in any event, are not part of Participant's ordinary or expected compensation, and shall not be considered for the purposes of determining any severance pay (*indemnización por despido o cese*) or compensation otherwise due in the event of resignation (*dimisión*) or dismissal (*despido*), compensation under any collective dismissal scheme (*expediente de regulación de empleo*) or for termination of services (*finalización de servicios*), gratuity (*gratificación*), compensation under any non-compete covenant (*no concurrencia*), bonus for length of services (*bonus por antigüedad*), pension or retirement related benefits (*pensión o prestación de jubilación*), compensation for early retirement (*compensación por prejubilación*), damages or any other payment whatsoever. Further, unless otherwise expressly provided in the Plan, Participant understands that Participant will not be entitled to continue vesting the PSUs once Participant's service with the Company or the relevant Subsidiary ceases. In addition, Participant understands that this grant would not be made to Participant but for the assumptions and conditions referred to above; thus, Participant acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then PSUs shall be null and void.

8. Definitions. For all purposes of this Agreement and the Plan the following defined terms shall apply:

a. "Detrimental Activity" means the Participant incurring in any of the grounds for disciplinary dismissal regulated in Article 54 of the Spanish Workers' Statute.



b. “Good Reason” means, for an Employee, termination based on the grounds set forth in Article 50 of the Spanish Workers’ Statute. For senior executives (*altos directivos*), the termination based on the grounds set forth in Article 10.3, sections (a), (b) or (c) of Royal Decree 1382/1985, of 1 August 1985, governing the special employment relationship of senior executives. For corporate officers (“*consejeros ejecutivos*”) not holding an employment status, the definition of “Good Reason” shall be that set forth in the relevant services agreement and, otherwise, the same as that set forth in the Agreement, adapted *mutatis mutandis* to a corporate officer.

c. “Retirement” means termination of the Participant’s employment contract and/or service agreement, by either party, at a time the Participant reaches the ordinary retirement age as determined in Article 205 and Seventh Transitory Provision of the Spanish Social Security Act (“*Ley General de Seguridad Social*”).

#### **viii. THAILAND**

1. Notice. Any notice to the Company provided for in this Agreement shall be addressed to it in case of its Secretary, TechnipFMC plc, John T. Gremp Campus, 13450 Lockwood Road, Houston, Texas 77044, and any notice to the Participant (or other person entitled to receive the PSUs) will be addressed to such person at the Participant’s address now on file with the Company, or to such other address as either may designate to the other in writing.

Any document, notice or demand required or permitted to be given or made by any of the parties hereto shall be deemed to be sufficiently given or made by way of the following:

i. if by letter, when delivered personally or on actual receipt; and

ii. if by facsimile, when received in legible form.

A notice given in accordance with the above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

2. Governing Law. Choice of Law: The choice of law to be the laws of the State of Delaware will be recognized in the 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 discretion of said Courts and (b) not considered contrary to the public order or good morals of the people of Thailand. The scope of public order and good morals of the people of Thailand are issues to be interpreted by the Supreme Court of Thailand.

#### **ix. UNITED ARAB EMIRATES**

The provisions of this **Country Schedule for United Arab Emirates** provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in the UAE for tax, labour or securities law purposes.

1. Disclaimer. This Agreement has not been approved or licensed by the Securities and Commodities Authority or any other relevant licensing authorities or governmental agencies in the United Arab Emirates. This Agreement is strictly private and confidential and the terms of the Agreement and the Plan have not been reviewed by, deposited or registered with the Securities and Commodities Authority or any other licensing authority or governmental agencies in the United Arab Emirates. This offer is being issued from outside the United Arab Emirates to a limited number of Employees of a Subsidiary of

the Company and must not be provided to any person other than the original recipient and may not be reproduced or used for any other purpose. Further, the information contained in this Agreement and the Plan is not intended to lead to the issue of any securities or the conclusion of any other contract of whatsoever nature within the territory of the United Arab Emirates.

2. **Jurisdiction.** Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC – LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Dubai International Financial Centre The language to be used in the arbitration shall be English.

This Agreement does not form part of the Participant's employment for any purposes whatsoever.

## **x. UNITED KINGDOM**

The Agreement together with these UK specific terms form the rules of the employee share scheme applicable to the United Kingdom based Employees of the Company and any Subsidiaries. All Awards granted to Employees of the Company or any Subsidiaries who are based in the United Kingdom will be granted on similar terms. This Agreement incorporates the terms of the Plan with the exception that in the United Kingdom only Employees of the Company or any Subsidiaries are eligible to be granted PSUs. Other Eligible Individuals who are not Employees are not eligible to receive PSUs in the United Kingdom.

1. **Tax Indemnity.** Participant agrees to indemnify and keep indemnified the Company, any Subsidiary, any Parent and his/her Employer, if different, from and against any liability for or obligation to pay any Tax Liability (a "Tax Liability" being any liability for income tax, employee's National Insurance contributions and (at the discretion of the Company) employer's National Contributions (or other similar obligations to pay tax and social security wherever in the world arising) that is attributable to (1) the 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 the Shares ceasing to apply to the Shares or otherwise being varied, or (4) the disposal of any Shares (each of those events referred to as a "Taxable Event")).

2. **Tax Liability.** PSUs will not vest or be acquired by Participant until Participant has made such arrangements as the Company may require for the satisfaction of any Tax Liability that may arise in connection with the grant or vesting of the Awards and/or the acquisition of the Shares by the Participant. The Company shall not be required to issue, allot or transfer Shares until Participant has satisfied this obligation.

3. **Election.** Participant undertakes that, upon request by the Company, he/she will (on or within 14 days of acquiring the Shares) join with his/her Employer in electing, pursuant to Section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 ("ITEPA") that, for relevant tax purposes, the market value of the Shares acquired on Vesting of the PSUs on any occasion will be calculated as if the Shares were not restricted and Sections 425 to 430 (inclusive) of ITEPA are not to apply to such Shares.

4. **Acknowledgement.** Participant acknowledges that neither this UK Agreement nor the Plan has been issued, nor has it been approved by, an authorised person within the meaning of the Financial Services and Markets Act 2000 of the United Kingdom and is being directed at the Participant

because the offer to which this UK Agreement and the Plan relate has been determined as having regard to the Participant's circumstances as an Employee of the Company or one of its Subsidiaries. This UK Agreement is strictly confidential and is not for distribution to, and may not be acted upon by, any other person other than the person to whom it has been specifically addressed.

5. For the purposes of this Agreement and the Plan, the following defined term applies:

iii. "Retirement" means the termination of the Participant's employment at the age when he or she becomes eligible to receive a state pension in the UK.

iv. "Restricted Area" means each country, territory, county, borough, or equivalent thereof in which (A) the Company or a Subsidiary that employs the Participant has customers or service assignments about which Participant received or obtained Confidential Information during his/her employment; (B) the Participant had a customer or service assignment for the Company or any Subsidiary in the one-year period preceding, or (C) in which the Company or any Subsidiary had a work site, job site, facility, or office at which the Participant had work activity for the Company or any Subsidiary in the one-year period preceding.

**RESTRICTED STOCK UNIT AGREEMENT  
PURSUANT TO THE  
TECHNIPFMC PLC INCENTIVE AWARD PLAN**

This Restricted Stock Unit Agreement (the “Agreement”) is made as of [ ] (the “Grant Date”) by TechnipFMC plc, a public limited company incorporated under the laws of England and Wales (the “Company”) and <<Participant Name>> (the “Participant”).

The TechnipFMC plc Incentive Award Plan (the “Plan”), as it may be amended or restated from time to time, is incorporated by reference and made a part of this Agreement and will control the rights and obligations of the Company and the Participant under this Agreement. Except as otherwise expressly provided herein, all capitalized terms have the meanings provided in the Plan. To the extent there is a conflict between the Plan and this Agreement, the provisions of the Plan will prevail.

The provisions of this Agreement are replaced, superseded and/or supplemented, as applicable, by the provisions of the Country Schedules applicable to the Participant as set forth on Schedule A.

The Compensation Committee of the Company’s Board of Directors (the “Committee”) determined that it would be to the competitive advantage and interest of the Company and its stockholders to grant an award of restricted stock units to the Participant as an inducement to remain in the service of the Company or one of its affiliates (collectively, the “Employer”).

The Committee, on behalf of the Company, grants to the Participant an award of <<Shares Granted>> restricted stock units (the “RSUs”) of the Company’s ordinary shares (the “Shares”). The award is made upon the following terms and conditions:

i. Vesting. The RSUs will vest on [ ] (the “Vesting Date”), subject to the Participant’s continued employment, appointment or service through the Vesting Date, unless otherwise provided in Sections 2 or 3 below. On the Vesting Date, the Company will deliver an equal number of Shares as the number of vested RSUs as freely transferable Shares. All RSUs will be forfeited upon Participant’s Termination of Service before the Vesting Date other than as provided in Sections 2 or 3 below. **Prior to the Vesting Date, an Award remains subject to substantial risk of forfeiture.**

ii. Death, Disability or Retirement.

1. Notwithstanding Section 1 hereof, in the event of Participant’s death or Disability (as defined below) prior to the Vesting Date, the RSUs will vest and be immediately transferable as of the date of such death or Disability.

2. Notwithstanding Section 1 hereof, in the event of Participant’s Retirement (as defined below) prior to the Vesting Date, the Participant will retain the right to receive vested RSUs on the Vesting Date.

iii. Change in Control. Notwithstanding the foregoing, upon a Change in Control where the surviving corporation or any parent corporation thereof:

1. assumes or continues the Award, the RSUs shall continue to be subject to vesting and forfeiture as provided in Sections 1 and 2, payable on the Vesting Date; provided, however, in the event of the Participant’s Termination of Service prior to the Vesting Date for a reason other than Participant’s engaging in a Detrimental Activity (as defined below) or by Participant for Good Reason (as

defined below) and within the twenty-four month period following the consummation of a Change in Control (the “Protection Period”), such RSUs shall be payable upon the date of Participant’s Termination of Service, subject to any required delay as provided under Section 16; or

2. does not assume or continue the Award, such RSUs shall vest in full and be payable on the consummation of the Change in Control.

iv.Confidentiality and Non-Competition. The Participant acknowledges that Participant is in possession of and has access to Confidential Information, as defined in Exhibit A, of the Company and its Subsidiaries, including material relating to the Company’s business, products, services, current and planned operations, in addition to being introduced to important actual and potential clients, customers, investors, service providers, vendors, suppliers, business partners, and other relationships of the Company. Participant acknowledges that the business, products, and services of the Company and its Subsidiaries are highly specialized and that it is essential that they be protected. Accordingly, by acceptance of the RSU, Participant agrees to be bound by the terms and conditions of the Confidentiality and Non-Compete Agreement (the “Confidentiality and Non-Compete Agreement”) set forth on Exhibit A, which is incorporated herein by reference.

v.Rights and Obligations as Stockholder.

1. Prior to the Vesting Date, the Participant may not vote, sell, exchange, transfer, pledge, hypothecate or otherwise dispose of any of the RSUs. The Participant will receive Dividend Equivalents on the RSUs, provided, however, that no Dividend Equivalents shall be payable prior to the Vesting Date on any unvested RSUs. All Dividend Equivalents paid on unvested RSUs shall be held by the Company until such RSUs become vested RSUs.

2. After the Vesting Date, the Participant agrees to comply with any and all Applicable Laws, the Company Policies (as defined in Section 20) and all other applicable Company policies regarding trading in the Shares received.

vi.No Limitation on Rights of the Company. The granting of RSUs will not in any way affect the right or power of the Company to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate, reincorporate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

vii.Employment. Nothing in this Agreement or in the Plan will be construed as constituting a commitment, guarantee, agreement or understanding of any kind or nature that the Employer will continue to employ, work with or appoint the Participant, or as affecting in any way the right of the Employer to terminate the employment, service or appointment of the Participant at any time.

viii.Government Regulation. The Company’s obligation to deliver Shares following the Vesting Date will be subject to all Applicable Laws, rules and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required.

ix.Withholding. The Employer, in accordance with the terms of the Plan, will comply with all applicable withholding tax laws, and will be entitled to take any action necessary to effectuate such compliance. The Company may withhold a portion of the Shares to which the Participant or beneficiary otherwise would be entitled equivalent in value to the taxes required to be withheld, determined based upon the Fair Market Value of the Shares. For purposes of withholding, Fair Market Value shall be equal to the closing price (as reported on the New York Stock Exchange) of the Shares on the Vesting Date, or, if the Vesting Date is not a business day, the next business day immediately following the Vesting Date.

x.Notice. Any notice to the Company provided for in this Agreement will be addressed to it in care of its Secretary, TechnipFMC plc, John T. Grempe Campus, 13450 Lockwood Road, Houston, Texas 77044, and any notice to the Participant (or other person entitled to receive the RSUs) will be addressed to such person at the Participant's address last on file with the 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 provided in Section 13.

xi.Administration. The Committee administers the Plan and delegates certain administrative authority in accordance with the Equity Plan Committee Grant Policy adopted by the Committee. The Participant's rights under this Agreement are 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 Participant.

xii.Binding Effect. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

xiii.Sole Agreement. This Agreement constitutes the entire agreement between the parties to it relating to the RSUs and supersedes any and all prior oral and written representations. This Agreement may only be amended by written agreement between the Company and the Participant.

xiv.Delivery of Documents. Any document relating to participation in the Plan or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any, provided for the Participant by the Company, or upon deposit in a government sponsored postal service, by registered or certified mail, or with an internationally recognized overnight courier service, with postage and fees prepaid, addressed to the other party at the address shown below that party's signature hereto or at such other address as such party may designate in writing from time to time to the other party.

xv.Description of Electronic Delivery. The Plan documents, which may include but do not necessarily include: the Plan, this Agreement, the Plan's prospectus, and any reports of the Company provided generally to the Company's stockholders, may be delivered to the Participant electronically. In addition, the Participant may deliver electronically the Agreement to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the 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 document via e-mail or such other means of electronic delivery specified by the Company. The Participant may revoke his or her consent to the electronic delivery of documents or may change the electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents described herein. Electronic execution of this Agreement shall have the same binding effect as a written or hard copy signature and accordingly, shall bind the Participant and the Company to all of the terms and conditions set forth in the Plan and this Agreement.

xvi.Paper Copies. Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery or execution of such document fails.

xvii.Section 409A. This Award is not intended to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, “Section 409A”). However, notwithstanding any other provision of the Plan or this Agreement, if at any time the Administrator determines that this Award (or any portion thereof) may be subject to Section 409A, then (a) to the extent necessary to avoid any imposition of taxes under Section 409A on the Participant, and payment of the Award is made upon the Participant’s termination of employment or service, then such payment will only be made if such termination is a “separation from service” within the meaning of Section 409A and if the Participant is a “specified employee” as defined in Section 409A, then such payment will be delayed until the first business day following the six month anniversary of such separation from service, and (b) the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify the Participant or any other person for failure to do so) to adopt such amendments to the Plan or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

xviii.Clawback. This Award (including any proceeds, gains or other economic benefit actually or constructively received by Participant upon receipt or exercise of this Award or upon the receipt or resale of any Shares underlying this Award) shall be subject to the provisions of the Company’s *Clawback Policy* as in effect from time to time, including, without limitation, any modifications thereto as is necessary to comply with the requirements of Applicable Law, including, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder.

xix.Governing Law. The interpretation, performance and enforcement of this Agreement will be governed by the laws of the State of Delaware.

xx.Data Privacy. This clause cancels and supersedes clause 11.8 of the Plan. Each Participant acknowledges that, in order to perform, including to implement, manage and administer the Plan and the Agreement (“Purposes”), it is necessary to collect and process personal information concerning the Participant including: Participant’s name, home address, telephone number, date of birth, social security number (where allowed), or insurance number, or national identification number (where allowed), passport number (where allowed), salary, nationality, job title(s), any shares of stock held in the Company or any of its Subsidiaries, details of all Awards (“Data”). Company, having its registered office at One St. Paul’s Churchyard, London, EC4M 8AP, United Kingdom, is the data controller for such processing. As the case may be, Data are collected directly from the Participant or are provided by the Employer.

The Data collected for the Purposes are processed on the basis of the performance of the Agreement. In addition, Company uses the Data (i) in order to comply with securities law and financial reporting and other legal requirements, and (ii) on the basis of its legitimate interest in case of a pending and/or threatening dispute and/or (legal) claim, investigation by a relevant supervisory authority, litigation or arbitration, to determine its legal position, in order to obtain (external) advice and/or to establish and/or defend its (legal) position and/or to exercise a (legal) claim.

Data may be disclosed to Subsidiaries’ (including Employer) or to third-party stock plan administrators (including banks, brokers, custodians, central securities depositories, stock exchanges, etc.), their respective auditors, advisors and consultants and any other parties as may be required or appropriate for the Purposes. Data may also be made available to public authorities where required by law or regulation and may also be disclosed to judicial and arbitration courts and/or committees and external advisors. These entities and authorities may be located in the United States, the European Economic Area,

or elsewhere, including in territories where data protection laws may not be as protective as in the Participant's jurisdiction of residence. Where relevant, the Company and its Subsidiaries will implement appropriate safeguards as required by applicable law to ensure the protection of the Data when disclosing the Data to a third party or transferring data to a third country, such as implementing the standard contractual clauses adopted by the European Commission and the UK Government or relying on an adequacy decision (if available). Participant may request a copy of such safeguards by contacting the TechnipFMC Data Protection Office at [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com) or Participant's local human resources representative.

Participant may request to have access to the Data, to rectify any such Data, to erase the Data, to restrict processing of 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 UK GDPR, and has the right to file complaints and/or claims with the competent data protection authority. Requests regarding the Data, questions or complaints may be addressed by contacting the TechnipFMC Data Protection Office at [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com) or Participant's local human resources representative.

It is obligatory for the Participant to provide any Data requested for the purposes of entering into the Agreement. If the Participant chooses not to furnish any Data requested or restrict the processing of the Data, Company will not be able to perform its obligations under the Plan.

Data will be held and used only as long as is necessary for the Purposes. Only where the Company and/or its Subsidiaries are legally obliged to (e.g. for compliance with legal and financial reporting purposes), or where this is necessary for defending their interests in the context of judicial proceedings, the Company and/or its Subsidiaries will store the Data for longer periods. Participant may request further information on retention period applicable to the Data by contacting the TechnipFMC Data Protection Office at [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com) or Participant's local human resources representative.

Participant may find further country-specific information on the processing of the Data under Schedule A of the Agreement, including but not limited to the contact details of the local Data Protection Officer, if any.

If Participant is employed by a Subsidiary established outside of the UK or European Economic Area and to the extent its consent to the processing and/or the transfer of Data is required by applicable law (see country-specific information in Schedule A of the Agreement), Participant hereby consents to such processing and/or transfer as described in this clause 20 of the Agreement. At any time, Participant may withdraw the consent given herein in writing by contacting the TechnipFMC Data Protection Office at [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com) or Participant's local human resources representative. Participants acknowledges, agrees and accepts that in the event he or she chooses to withdraw his or her consent, Company may not be able to perform its obligations and administer the Plan and the Agreement.

xxi. Securities Law Notification and Restrictions on Trading. The Company's *Code of Business Conduct* and *Insider Trading Policy* (the "Company Policies") and the insider trading and anti-market abuse rules of the U.S. Securities Exchange Act, the Market Abuse Regulation ((EU) No 596/2014 (**MAR**)) and the UK Market Abuse Exit Regulations 2019 (collectively the "Insider Trading Rules"), may impact the ability to sell Shares acquired under this Agreement and the Plan while the Participant has material non-public inside information regarding the Company. In addition, the Insider Trading Rules prohibit the Participant from recommending to other persons to engage in insider trading or induce other persons to engage in insider trading, unlawfully disclose material non-public inside information and/or engage in or attempt to engage in market manipulation while in possession of material non-public inside information. By accepting this Agreement, the RSUs granted hereunder and participating in the Plan, Participant acknowledges having read and understood this Securities Law Notification and further



acknowledges that it is Participant's responsibility to comply with the Company Policies and the Insider Trading Rules.

xxii.Funding. The RSUs represent an unfunded promise to pay and deliver Shares in the future. The Company may settle the RSUs through newly issued Shares, treasury Shares or Shares held in an employee benefit trust (EBT) established for the administrative convenience of the Company for the purpose of issuing Shares in settlement on behalf of the Company of Awards 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 any EBT, or to have the RSUs settled on behalf of the Company in any Shares held by an EBT.

xxiii.Definitions.

Unless otherwise provided on Schedule A:

1. "Detrimental Activity." means

a. the Participant's willful and continued failure to substantially perform the Participant's employment duties in any material respect (other than any such failure resulting from Disability), after a written demand for substantial performance is delivered to the Participant that specifically identifies the manner in which the Company believes the Participant has failed to perform the Participant's duties, and after the Participant has failed to resume substantial performance of the Participant's duties on a continuous basis within thirty (30) calendar days of receiving such demand;

b. the Participant's willfully engaging in other conduct which is demonstrably and materially injurious to the Company or an affiliate;

c. the Participant's having been convicted of, or pleading guilty or nolo contendere to, a felony under federal or state law; or

d. the Participant's breach of any provision of the Confidentiality and Non-Compete Agreement.

2. "Disability." means Participant's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that can be expected to last for a continuous period of not less than twelve (12) months.

3. "Good Reason" means, without the Participant's express written consent, the occurrence of any one or more of the following during the Protection Period:

a. the assignment of the Participant to duties materially inconsistent with the Participant's authorities, duties, responsibilities, and status (including, without limitation, offices, titles and reporting requirements) as an employee of the Company (including, without 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 the Company becoming a subsidiary of another entity, or any material adverse change in the Participant's reporting relationship, such as the chairman or chief executive officer ceasing to report to the Board of Directors of a publicly traded company), or a reduction or alteration in the nature or status of the Participant's authorities, duties, or responsibilities from the greatest of those in 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 immediately preceding the Change in Control;

b. the Company's requiring the Participant to be based at a location which is at least one hundred (100) miles further from the Participant's then current assigned work location immediately prior to the Change in Control, except for required travel on the Company's business to an extent substantially consistent with the Participant's business obligations as of the Grant Date or as the same may be changed from time to time prior to a Change in Control;

c. a material reduction by the Company in the Participant's then current salary of record paid as annual salary (excluding amounts received under incentive or other bonus plans), as in effect on the Grant Date or as the same may be increased during the Protection Period;

d. a material reduction in the Participant's level of participation in any of the Company's short- and/or long-term incentive compensation plans, or employee benefit or retirement plans, policies, practices, or arrangements in which the Participant participates from the greatest of the levels in place (a) on the Grant Date, (b) during the fiscal year immediately preceding the year of the Change in Control and (c) on the date immediately preceding the Change in Control; or

e. any termination of Participant's employment by the Company that is not effected pursuant to a written notice of termination which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Participant's employment.

The existence of Good Reason will not be affected by the Participant's temporary incapacity due to physical or mental illness not constituting a Disability. The Participant's continued employment will not constitute a waiver of the Participant's rights with respect to any circumstance constituting Good Reason; however, "Good Reason" for Participant's separation from employment will exist only if: the Participant provides written notice to the Company within ninety (90) days of the occurrence of any of the above listed events; the Company fails to cure the event within thirty (30) days following the Company's receipt of Participant's written notice; and the Participant separates from employment with the Company effective not later than twenty four (24) months after the original occurrence of the "Good Reason" event. For sake of clarity, the event giving rise to a Good Reason termination must occur during the Protection Period, but Participant's actual termination of employment for Good Reason may occur after the end of the Protection Period, and such termination will be treated as if it occurred during the Protection Period for purposes of Section 3(a).

4. "Retirement" means the termination of Participant's employment on or after the date Participant reaches the age of 62.

Executed as of the Grant Date.

**TechnipFMC plc**

By: Agnieszka KMIECIAK  
Executive Vice President, People & Culture

<<Signed Electronically>>

<<Acceptance Date>>

**This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.**

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## EXHIBIT A

### CONFIDENTIALITY AND NON-COMPETE

1. Confidentiality. Participant must not (except in the proper performance of Participant's duties) while employed by the Employer or at any time without limit after the date on which Participant's employment with the Employer terminates:

- (a) divulge or communicate to any person;
- (b) use for Participant's own purposes or for any purposes other than those of the Employer or, as appropriate, any of its clients; or
- (c) through any failure to exercise due care and diligence, cause any unauthorized disclosure of;

any trade secrets, confidential, or proprietary information relating to the Company or any Subsidiary or any of its clients ("**Confidential Information**"). Confidential Information does not include any information that (i) is or becomes generally available to the public 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-confidential basis before its disclosure by a member of the Company or any Subsidiary; or (iii) becomes available to Participant on a non-confidential basis from a source other than the Company or any Subsidiary, provided that such source is not bound by a confidentiality agreement with the Company or any Subsidiary. Participant must at all times use best efforts to prevent publication or disclosure of any Confidential Information. Participant further agrees that if Participant is questioned about information subject to this Agreement by anyone not authorized to receive such information, Participant will notify the Company within 24 hours. Except as required in performing Participant's duties for the Company or any Subsidiary, Participant agrees not to remove from the Company's or any Subsidiary's premises or its control any Confidential Information including by copying or transmitting such information via personal digital device, mobile phone, external hard drives, USB "flash" drives, USB storage devices, Fire Wire storage devices, floppy discs, CD's, DVD's, personal email accounts, online or cloud storage accounts, memory cards, zip discs, and any other similar media or means of transmitting, storing, or archiving data outside of Company-supported systems. Upon termination of employment Participant agrees to return all Confidential Information in whatever form to the Company within 24 hours.

1. Restrictions. In the course of Participant's employment Participant has been exposed to, and will continue to be exposed to, Confidential Information and will acquire other proprietary knowledge relating to the Company's and Subsidiaries' current and planned operations in addition to being introduced to important actual and potential clients, customers, investors, service providers, vendors, suppliers, business partners, and other relationships of the Company and with other Subsidiaries. As such, the Company will be entrusting Participant with the goodwill of the Company and Confidential Information. Therefore, subject to the terms of Clause 3, Participant agrees that:

i. Participant will not during the period of Participant's employment with the Employer and for a period of 12 months after the termination of Participant's employment (the "**Restricted Period**"), either directly, or indirectly through any other person, firm, or other organization (each, a "**Person**"), that is engaged in the business of projects, technologies, systems and services in the field of oil, gas and petrochemicals (the "**Business**"), including but not limited to: Baker Hughes Company, Halliburton Company, John Wood Group plc, McDermott International, Inc., National Oilwell Varco, Inc., Saipem S.p.A, Schlumberger Limited, Subsea 7 S.A., Weatherford International plc, and any companies in their respective corporate groups and any successors thereto (each a "**Restricted Entity**");

- a. solicit, entice, or induce any Person that at any time during the last year of Participant's employment with the Employer (that period referred to as the "**Relevant Period**") was a supplier of the Company or a Subsidiary (and with whom Participant or one of Participant's direct reports was actively involved during that time or in respect of which Participant is in possession of Confidential Information) to reduce the level of business between the supplier and the Company or such Subsidiary and Participant will not approach any supplier for that purpose or authorize or approve the taking of such actions by any other Person;
- b. solicit business that is of the same or similar nature as that part of the Business with which Participant was materially concerned at any time during the Relevant Period or in respect of which Participant is in possession of Confidential Information as a result of Participant's employment during the Relevant Period (such business referred to as the "**Restricted Business**") from any Person that at any time during the Relevant Period was a customer or client of the Company or a Subsidiary (and with whom Participant or one of Participant's direct reports was actively involved during that time or in respect of which Participant is in possession of Confidential Information) and Participant will not approach any client or customer for that purpose or authorize or approve the taking of such actions by any other Person. For the purposes of this restriction, the expression "customer or client" shall include all Persons from whom the Company or a Subsidiary has received inquiries for the provision of goods or services with respect to the Business where such inquiries have not been concluded;
- c. within the Restricted Area (as defined below) during the Restricted Period or for any period which Participant is privy to any Confidential Information, be employed or engaged in or actively providing Participant's services to any Restricted Entity, or business which is the same as or similar to the Business. The Restricted Area means each country, territory, county, parish, borough, or equivalent thereof in which (A) the Company or a Subsidiary that employs the Participant has customers or service assignments about which Participant received or obtained Confidential Information during his/her employment; (B) the Participant had a customer or service assignment for the Company or any Subsidiary in the one-year period preceding, or (C) in which the Company or any Subsidiary had a work site, job site, facility, or office at which the Participant had work activity for the Company or any Subsidiary in the one-year period preceding (the "**Restricted Area**"). The restrictions of this Clause 2 shall likewise apply if, although Participant's place of work is located outside the Restricted Area, Participant's activity is performed for the benefit of a Restricted Business located in the Restricted Area.

1. During the Restricted Period, Participant will not employ or engage or otherwise solicit, entice, or induce any person who, during the Relevant Period, was an employee, consultant, or contractor of the Company or a Subsidiary and who was employed during that period in a senior sales, marketing, financial, managerial, professional, or equivalent capacity to become employed or engaged by Participant or any other Person, and Participant will not approach any such person for such purpose or authorize or approve the taking of such actions by any other Person.

2. Limitations and amendments. The following amendments and limitations shall apply to restrictions in Clause 2;

ii. The restrictions contained in Clause 2 will not apply if Participant has received the prior written consent of the Company to Participant's activities or if Participant will not be in competition with the Business in carrying out those activities.

iii.If the Employer suspends any of Participant’s duties under any notice period or garden leave provision of any employment contract entered into between Participant and the Company or any Subsidiary, the period after the end of Participant’s employment during which the restrictions shall apply shall be reduced so that the aggregate of the period of the suspension and the post-termination restrictions shall not exceed 12 months.

iv.The Company may add or remove entities from the list of Restricted Entities if there are any corporate re-organizations, mergers, acquisitions, divestitures, or other material changes in the corporate structure of any Restricted Entity and will notify Participant in writing of any changes to that list.

v.Each of the restrictions in Clause 2 are separate and severable restrictions and are considered by the parties to be reasonable in all circumstances. It is agreed that if any such restriction by itself, or taken together, shall be adjudged to go beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the Employer but would be adjudged reasonable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) or 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 modified and would otherwise be unenforceable, then such restriction may be stricken from this Agreement without nullifying this Agreement or any other portion of this Agreement that would otherwise be enforceable.

vi.Participant acknowledges that Participant voluntarily agreed to the covenants set forth in Clause 2, and that the limitations and restrictions set forth herein, including geographical and temporal restrictions on certain competitive activities, are reasonable in all respects; are not oppressive; are material and substantial parts of this Agreement; and are intended and necessary to prevent unfair competition and protect the Company’s and its Subsidiaries’ Confidential Information, goodwill, and substantial and legitimate business interests, while allowing Participant to reasonably perform a business activity in line with Participant’s acquired skills and expertise without breaching the restrictions contained within Clause 2.

3. Consideration. Participant acknowledges that the grant of the RSUs is sufficient consideration for entering into the restrictions in Clauses 1 and 2.

4. Non-Interference with Whistleblower Rights. Nothing in this Confidentiality and Non-Compete Agreement prohibits the Participant from reporting possible violations of law or regulation to any governmental agency or entity or making disclosures that are protected under a “whistleblower” provision of law.

5. Enforcement of Covenants. The Company may take any and all action that it determines necessary and legally permissible to enforce this Agreement or to prevent any breach or threatened breach of Clause 1 or 2 of this Agreement, including but not limited to recovery of any damages caused by such breach or threatened breach, and/or taking court action to stop a Participant from breaching or potentially breaching the Agreement. Because of the difficulty of measuring economic losses to the Company and any Subsidiary from Participant’s breach of Clause 1 or 2 of this Agreement, and because of the immediate and irreparable damage that such breach would cause, with no other adequate remedy at law, Participant agrees that in the event the Company determines in its sole discretion that Participant is in breach or is threatening to breach of any such provisions, the Company is entitled to obtain injunctive relief (without the requirement of posting a bond) from a court of competent jurisdiction to stop or prohibit any such breach or threatened breach. Such injunctive relief is not the Company’s only or exclusive remedy for a breach or threatened breach of these covenants, but instead is in addition to all

other rights and remedies available to the Company at law and in equity, including recovery of specific damages.

## **SCHEDULE A**

### **TO TECHNIPFMC PLC INCENTIVE AWARD PLAN** **RESTRICTED STOCK UNIT AWARD AGREEMENT**

#### **COUNTRY SCHEDULE**

This Schedule A includes (i) additional terms and conditions applicable to all Participants, and (ii) additional terms applicable to Participants providing services to the Company in the countries identified below. These terms and conditions are in addition to those set forth in the Agreement, unless otherwise noted, and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail. Any capitalized term used in this Schedule A without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

**Participants are advised to seek appropriate professional advice as to how the relevant exchange control and tax laws in the country of residence may apply to Awards.**

#### **i. GLOBAL PROVISIONS APPLICABLE TO ALL PARTICIPANTS**

By acceptance of the Award, the Participant acknowledges and agrees that:

i.No Guarantee of Continued Service. THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE WILL OCCUR ONLY IF THE PARTICIPANT CONTINUES AS A DIRECTOR, OR EMPLOYEE (AS APPLICABLE) OF THE COMPANY OR A SUBSIDIARY THROUGH THE APPLICABLE VESTING DATE UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THE AGREEMENT. THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A DIRECTOR OR EMPLOYEE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH THE RIGHT OF THE COMPANY OR ANY SUBSIDIARY TO EFFECT A TERMINATION OF SERVICES AT ANY TIME,AND FOR ANY REASON, NOR SHALL IT BE CONSTRUED TO AMEND OR MODIFY THE TERMS OF ANY CONSULTANCY, DIRECTORSHIP, EMPLOYMENT OR OTHER SERVICE AGREEMENT BETWEEN A PARTICIPANT AND THE COMPANY OR ANY SUBSIDIARY.

ii.The Plan is discretionary in nature and that, subject to the terms of the Plan, the Company can amend, cancel or terminate the Plan at any time.

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

iv.All determinations with respect to any future awards, including, but not limited to, the times when awards 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 discretion of the Administrator.

v.Participation in the Plan is voluntary.

vi.The value of the RSUs is an extraordinary item of compensation that is outside of the scope of any directorship, consultancy or employment contract or relationship.



vii.The RSUs are not part of normal or expected compensation or salary for any purpose, including, without limitation, calculating severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or similar payments.

viii.The RSUs shall expire, terminate and be forfeited upon Termination of Services for any reason, except as otherwise explicitly provided in this Agreement as may be modified by this Schedule A and/or the Plan.

ix.The future value of the Shares that may be issued upon vesting of the RSUs is unknown and cannot be predicted with any certainty.

x.No claim or entitlement to compensation or damages arises from the expiration, termination or forfeiture of the RSUs or any portion thereof.

xi.Neither the Company nor any Subsidiary has provided, nor will they provide, any Participant with specific tax, legal or financial advice with respect to the RSUs, the Shares issuable upon vesting of RSUs, this Agreement, this Schedule A or the Plan. Neither the Company nor any Subsidiary is making, nor have they made, any recommendations relating to participation in the Plan, the receipt of the RSUs or the acquisition or sale of Shares upon receipt of RSUs.

xii.The Participant shall bear any and all risk associated with the exchange of currency and the fluctuation of currency exchange rates in connection with this Award, including without limitation in connection with the sale of any Shares issued upon vesting of the RSUs.

xiii.It shall be the Participant's responsibility to comply with any and all exchange control requirements applicable to the RSUs and the sale of Shares issued upon vesting of the RSUs and any resulting funds including, without limitation, reporting or repatriation requirements.

xiv.The Participant shall be responsible for legal compliance requirements relating to the RSUs or the ownership and possible sale of any Shares issued upon vesting of the RSUs, including, but not limited to, tax reporting, the 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 U.S. brokerage account.

xv.If this Agreement, the Plan, any website or any other document related to the RSUs is translated into a language other than English, and if the translated version is different from the English version, the English language version will take precedence. By acceptance of the RSUs, the Participant confirms having read and understood the documents relating to the Plan and the RSUs, including, without limitation, this Agreement and this Schedule A, which were provided in English, and waives any requirement for the Company to provide these documents in any other language.

xvi.The Participant's right to vest in the RSUs will terminate effective as of the date that is the earlier of (1) 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 she is no longer actively providing services, regardless of any notice period or period of pay in lieu of such notice required under Applicable Laws (including, but not limited to statutory law, regulatory law and/or common law); the Company shall have the exclusive discretion to determine when the Participant is no longer actively providing services for purposes of the RSUs.

xvii.To the extent the Participant is providing services in a country identified in Section II of this Schedule A, such Participant understands and agrees that the provisions for such country apply and are incorporated into the Agreement.

i. **COUNTRY SPECIFIC PROVISIONS APPLICABLE TO PARTICIPANTS WHO PROVIDE SERVICES IN THE IDENTIFIED COUNTRIES**

**6. ARGENTINA**

**7. The provisions of this Country Schedule for Argentina provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Argentina for tax, labour or securities law purposes.**

1. Discretion. All discretionary authority granted under the Plan, including the interpretation of the documentation, shall be exercised reasonably as defined under Argentinean law in compliance with the principles of non-discriminatory equal treatment.

2. Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement. For the avoidance of doubt, the definitions of Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement shall be in accordance with Argentinean law.

3. “Participant” in Argentina shall be restricted to Employees or Non-Employee Directors, as determined by the Administrator.

4. No Entitlement for Claims or Compensation. The Company has unilaterally, gratuitously and discretionally decided to grant the RSUs under the Plan. Consequently, the RSUs are granted on the assumption and condition that RSUs and the Shares issued pursuant to vesting of the RSUs are not part of the Participant’s ordinary or expected remuneration and shall not be considered for the purposes of determining any severance payment or compensation otherwise due.

5. Information to the Central Bank. If the participant is a resident or is domiciled in Argentina, he will be required to submit an annual affidavit on assets and rights outside of Argentina to the Central Bank. This affidavit will be mandatory if the added value of such assets is equivalent or exceeds USD 1M (this rule is applicable for the period FY 2017 to FY 2019).

The affidavit will be mandatory since FY 2020 only if the added value of the assets exceeds USD 50M. Additionally, any liability outside of Argentina should be reported to the Central Bank on a quarterly basis.

6. Governing Law. This Agreement will be governed by Argentinean law. In case of any discrepancy between Argentinean Law and the law of the State of Delaware, then Argentinean law will prevail.

7. “Retirement” in Argentina means termination of the Participant’s employment on or after the date that the Participant reaches the age of 70 and has been granted the retirement benefit by the Social Security Authority or after one year the employee was formally requested by the employer to start proceedings to obtain the retirement benefit.

8. Data Privacy. By entering into the Agreement, Participant consents to the transfer of Data by Company for the Purposes.

**8. AUSTRALIA**

The provisions of this **Country Schedule for Australia** provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Australia for tax, labour or securities law purposes.

1. Award Plan. A copy of the Plan is attached to this Agreement.

2. The Plan and this Agreement do not constitute financial advice. Any advice given by the Company in relation to the RSUs or the Shares does not constitute financial advice and does not take into account the Participant's objectives, financial situation and needs.

In considering the RSUs and the Shares that the Participant will hold on vesting of the RSUs, the Participant should consider the risk factors that could affect the performance of the Company. The Participant should be aware that there are risks associated with any stock market investment. It is important to recognize that stock prices and dividends might fall or rise. Factors affecting the market price include domestic and international economic conditions and outlook, changes in government fiscal, monetary and regulatory policies, changes in interest rates and inflation rates, the announcement of new technologies and variations in general market conditions and/or market conditions which are specific to a particular industry. In addition, share prices of many companies are affected by factors which might be unrelated to the operating performance of the relevant company. Such factors might adversely affect the market price of the Shares 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 ongoing liquid market for the Shares, accordingly there is a risk that, should the market for the Shares become illiquid, the Participant will be unable to realize the Participant's investment.

The Participant should carefully consider these risks in light of the Participant's investment objectives, financial situation and particular needs (including financial and tax issues) and seek professional guidance from your stockbroker, solicitor, accountant, financial adviser or other independent professional adviser before deciding whether to accept the offer of RSUs or to acquire Shares.

3. How to Calculate Values in Australian Dollars. The Participant may be paid earned RSUs which have vested in accordance with the vesting schedule outlined above in accordance with the terms of the Plan by delivery of Shares in the Company 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 not be required to pay any amount for the payment of earned RSUs.

The Participant can ascertain the market price of a Share in the Company from time to time by visiting either:

- the Company's website (<http://www.technipfmc.com/en/>);
- in United States Dollars ("USD") on the New York Stock Exchange website (<https://www.nyse.com/index>) and searching for "TechnipFMC" or "FTI"; or
- in Euros ("EUR") on the Euronext website (<https://www.euronext.com/>) and searching for "TechnipFMC" or "FTI".

To determine the market value of a Share in Australian Dollars ("AUD"), you will need to apply 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 of USD \$1 on the NYSE, its equivalent value will be AUD \$1.50. Please contact your bank for the prevailing USD: AUD exchange rate or for an approximate exchange rate published by the Reserve Bank of Australia you can follow this link: <http://www.rba.gov.au/statistics/frequency/exchange-rates.html>.

4. Exchange Control Information. Exchange control reporting is required for cash transactions exceeding A\$10,000 and international fund transfers coming into or going out of Australia. The Australian bank assisting with the transaction will file the report. If there is no Australian bank involved in the transfer, the Participant will be required to file the report.

## 9. BRAZIL

The provisions of this **Country Schedule for Brazil** provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Brazil for tax, labour or securities law purposes.

1. Acknowledgment of Nature of Plan and RSUs. In accepting this Agreement, Participant acknowledges that in the event of termination of Participant's employment (whether or not in breach of local labor laws), Participant's rights to unvested RSUs under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under applicable local laws (e.g., active employment would not include a period of "garden leave" or notice period). The Administrator shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of Participant's RSUs.

2. Exchange Control Information. If Participant is a resident or domiciled in Brazil, Participant will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than the applicable statutory threshold from time to time. Please note that the threshold may be changed annually.

3. Acknowledgment of Forfeiture and Claw-Back Provisions. In accepting this Agreement, Participant acknowledges being subject to the provisions of any forfeiture and claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of Applicable Law.

4. Securities Restrictions. Awards granted under the Plan do not constitute a public offer of the Shares. The Plan and this Agreement are only addressed to the Participant and other selected Employees and have not been offered or solicited by means of any public communication services. The Shares deliverable upon settlement of the RSUs under the Plan are not negotiable in Brazil.

## 10. CANADA

The provisions of this **Country Schedule for Canada** provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Canada for tax, labour or securities law purposes.

1. Termination of Service. For the purposes of this Agreement, Participant will be deemed to have experienced a Termination of Service on the date when Participant is no longer providing active services to the Company and its Subsidiaries and affiliates. Such date shall not be extended by any notice of termination period or payment in lieu of notice required to be provided under applicable local law, including common law.

2. Special Provisions for Participants in Canada.

i. *French Language Provision.* The following provisions will apply if Participant is a resident of Quebec:

The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

*Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention ("Agreement"), ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à la présente convention.*

ii. The Company reserves the right to impose other requirements on this RSU and the Shares acquired upon vesting of this RSU, to the extent the Company determines it is necessary or advisable in order to comply with local laws or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

3. **Detrimental Activity.** For the purposes of this Agreement, the definition of “Detrimental Activity” in paragraph 23 shall be expanded to include any act or omission constituting cause for termination of the Participant’s employment or relationship with the Company or its Subsidiaries without notice or other obligation under Applicable Law.

4. **Canadian Securities Law Compliance.** Participant acknowledges that he/she shall only be permitted to sell any Shares acquired pursuant to the Plan through the facilities of the stock exchange(s) on which the shares are listed at that time.

5. **Data Privacy.** Pursuant to Section 20 of the Agreement, Participant hereby consents to the collection, use and disclosure of his/her Data by the Employer and the Company (and each of their service providers) for the Purposes. Canadian Participants’ Data will be kept at St. John’s, Newfoundland and Calgary, Alberta and accessible to limited People and Culture employees. The persons designated to be responsible for ensuring that the Employer and/or the Company, as applicable, complies with applicable privacy and data protection laws in Canada are the Senior Human Resources Manager for TechnipFMC Canada Ltd. and the Manager, Human Resources & Administration for TechnipFMC Canada Ltd. who can be respectively reached at the following contact details: + 1 403 781 3267 and +1 709 724 1858. Canadian Participants may contact them to request access to their Data and/or to rectify any such Data, subject to certain required or permitted exceptions under Applicable Law. Participants may also contact them with any questions or complaints, including any questions about the collection, use, disclosure or storage of personal information by the Employer’s service providers and affiliates outside Canada (including the Company) or to obtain written information about the Employer’s policies and practices with respect to such service providers and affiliates outside Canada.

#### **i. COLOMBIA**

The provisions of this **Country Schedule for Columbia** provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Columbia for tax, labour or securities law purposes.

1. **Government Regulation.** In accepting the RSUs, Participant acknowledges that the Participant’s rights to vest the RSUs under the Plan, if any, have not and will not be offered, sold or distributed in Colombia or to Colombian residents except in circumstances which do not constitute a public offer of securities in Colombia within the meaning of article 6.1.1.1.1 of Decree 2555 of 2010, as amended from time to time.

Participant acknowledges that the RSUs will not be registered nor will a prospectus be filed before the Colombian National Registry of Securities and Issuers (Registro Nacional de Valores y Emisores) or on any Colombian stock exchange, as this offer is considered a private placement and is directed to less than 100 Participants.

This Agreement is for the sole and exclusive use of the Participant and cannot be understood as addressed for the use of any third party or addressed to the public at large in Colombia. The Participant acknowledges the Colombian laws and regulations (specifically foreign exchange and tax regulations) applicable to any transaction or investment consummated in connection with this Agreement.

2. RSUs not Part of Salary. Participant acknowledges and agrees that the RSUs are an extralegal benefit that the Company may provide, so long as the Employee is eligible to such extralegal benefit, and do not constitute salary. The RSUs, if vested, are not and will not be a part of the Participant's salary and consequently will not be taken into account when calculating vacation entitlements, fringe benefits, indemnities, social security contributions, payroll taxes or any other labor obligations. The Participant reiterates his agreement on the non-salary nature of the RSUs based on the prerogative granted by Article 15 Law 50, 1990.

**ii. FRANCE**

The provisions of this **Country Schedule France** provide additional definitions and conditions for the purpose of granting restricted stock units (the "RSUs") which are intended to qualify for specific French personal income tax and social security treatment in France applicable to shares granted for no consideration under Articles L. 225-197-1 to L. 225-197-6 of the French Commercial Code (*Code de Commerce*), for qualifying Employees and corporate officers (*mandataires sociaux*) who are resident in France for French tax purposes and/or subject to the French social security regime.

Notwithstanding any other provisions of the Plan and the Sub-Plan, RSUs granted under this Country Schedule France to Participants resident in France are subject to the additional following conditions:

1. Death, Disability or Retirement. In the event of Participant's death prior to the 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 Participant's date of death. In the event of the Participant's Disability (as defined below) prior to the Vesting Date, all of the RSUs will vest and be immediately transferable as of the date of such Disability. In the event of Participant's Retirement (as defined below) prior to the Vesting Date, the Participant will retain the right to receive vested RSUs on the Vesting Date.

2. Dividends - Dividend Equivalents - Right to Vote. Prior to the Vesting Date, the Participant will not be entitled to receive Dividend Equivalents on the RSUs.

The Participant is not a shareholder and shall not be entitled to any shareholder's rights, including but not limited to right to dividends or other distributions made or right to vote, in respect of the RSUs, until the underlying shares have been issued or delivered to the French Participant.

As from the settlement of the RSUs, the French Participant shall be entitled to dividends, distributions, right to vote or any other rights attached to the shares as they arise.

3. Change in Control. Notwithstanding Section 3 of the Agreement, in the event of a corporate transaction or a Change 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 made only in accordance with the Plan and the Agreement, in which cases the RSUs may no longer qualify for specific French personal income tax and social security treatment.

4. Data Privacy. In addition to the rights mentioned in Section 17 of the Agreement, Participant also has a right to issue directives for the purposes of deciding what should happen to his or her Data after his or her death.

5. Definitions. For all purposes of this Agreement and the Plan the following defined terms shall apply:

i. “Disability” means: Participant’s inability corresponding to the 2<sup>nd</sup> or 3<sup>rd</sup> category among the categories set forth in Article L. 341-4 of the French Social Security Code.

ii. “Good Reason” means, for an Employee, termination for alleged economic reasons for dismissal as defined by French law (*motif économique de licenciement*). For corporate officers (*mandataires sociaux*), the definition of “Good Reason” shall be the same as that set forth in the Agreement, adapted *mutatis mutandis* to a corporate officer, subject to the condition that the occurrence of the item or items listed therein result from a shareholder decision.

iii. “Retirement” means termination of the Participant’s employment contract and/or corporate officer position, by either party, at a time the Participant is entitled to benefit from full pension rights (*retraite à taux plein*).

#### 6. Confidentiality and Non-Compete Agreement – Exhibit A.

For the avoidance of doubt, the specific provisions in paragraphs (a) through (c) below to the Confidentiality and Non-Compete supersede the Confidentiality and Non-Compete and its French translation in Exhibit A.1.

*Il est précisé que les dispositions spécifiques figurant aux paragraphes (a) à (c) ci-après dérogent aux dispositions de la Clause de Confidentialité et de Non-Concurrence et à celles de la traduction française de celle-ci figurant à l’Exhibit A.1.*

(a) The covenant contained in Clause 1 of the Confidentiality and Non-Compete Agreement applies during employment and for only a period of ten years following termination of employment.

*L’obligation figurant à l’article 1 de la Clause de Confidentialité et de Non-Concurrence s’applique pendant toute la 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.*

(b) The Restricted Area as defined in Clause 2(a)(iii) of the Confidentiality and Non-Compete Agreement shall instead be defined as: France, the United Kingdom of Great Britain and Northern Ireland, Norway and the State of Texas (U.S.A.).

*Le périmètre de la Zone Géographique prévu à l’article 2(a)(iii) de la Clause de Confidentialité et de Non Concurrence est remplacé par le suivant : France, Royaume-Uni de Grande-Bretagne et d’Irlande du Nord, Norvège et État du Texas (États-Unis).*

(c) The Employer has the unilateral and discretionary right to waive the covenant(s) contained in Clauses 2(a)(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 collective bargaining agreement mandatorily applicable to the Employer) after notice of termination of employment has been delivered by the Participant to its employer, or vice versa, or by agreeing so in a mutual termination agreement, if applicable.

*L’Employeur (défini comme la société TechnipFMC plc ou toute société affiliée, selon le cas) se réserve le droit unilatéral 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 Participant par écrit au plus tard 15 jours (ou tout délai plus court prévu par une convention collective s’imposant à l’Employeur) suivant la notification de la rupture du contrat de travail ou du mandat social par l’Employeur ou le Participant. Cette renonciation pourra également être effectuée dans le cadre d’un accord de rupture amiable, le cas échéant.*

A French translation of Exhibit A is enclosed below ("Exhibit A.1"). In case of discrepancy between the English version and the French translation, the French translation shall prevail.

*Une traduction française de l'Exhibit A figure ci-après (l'« Exhibit A.1 »). En cas de divergence entre la version anglaise et la traduction française, la traduction française prévaudra.*

French translation of the Confidentiality and Non-Compete – Exhibit A.1.

Traduction française de la Clause de Confidentialité et de Non-Concurrence – Exhibit A.1.

## CONFIDENTIALITE ET NON-CONCURRENCE

1. Confidentialité. Le Participant s'interdit (sauf dans le cadre de la bonne exécution de ses fonctions) pendant la 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 mandat :

i. de divulguer ou de communiquer à toute personne ;

ii. d'utiliser à des fins personnelles ou à des fins étrangères à celles de l'Employeur ou, le cas échéant, celles d'un de ses clients ; ou

iii. de causer, par négligence, la divulgation non autorisée de :

tout secret d'affaires, information confidentielle ou exclusive de la Société, de l'une de ses filiales directes ou indirectes (ci-après une « **Filiale** ») ou de l'un de ses clients (« **Information Confidentielle** »). Ne sont pas considérées comme des Informations Confidentielles, les informations qui (i) sont ou deviennent généralement accessibles au public autrement qu'en raison, en tout ou en partie, de la divulgation ou d'un acte fautif du Participant ; (ii) étaient accessibles au Participant sous une forme non confidentielle avant leur divulgation par un membre de la Société ou de l'une de ses Filiales ; ou (iii) deviennent accessibles au Participant sous une forme non confidentielle à partir d'une source autre que la Société ou l'une de ses Filiales, à condition que 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 moment, faire ses meilleurs efforts pour empêcher la publication ou la divulgation de toute Information Confidentielle. Le Participant s'engage en outre, s'il venait à être interrogé au sujet d'informations faisant l'objet du présent Accord, par toute personne non autorisée à recevoir de telles informations, à en informer la Société par écrit dans les 24 heures. Sauf si cela est nécessaire pour l'exécution des fonctions du Participant pour la Société ou l'une de ses Filiales, le Participant 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 Confidentielle, notamment en copiant ou en transmettant ces renseignements au moyen d'un appareil électronique personnel, d'un téléphone mobile, de disques durs externes, de lecteurs « flash » USB, de périphériques de stockage USB, de périphériques de stockage Fire Wire, de disquettes, de CD ou DVD, de comptes de messagerie personnels, de comptes de stockage en ligne ou cloud, de cartes mémoire, de disques zip ou tout autre support ou moyen similaire permettant de transmettre, stocker ou archiver des données hors des systèmes autorisés par la Société. En cas de cessation du contrat de travail ou du mandat social, le Participant s'engage à restituer toute Information Confidentielle, sous quelque forme que ce soit, à la Société dans un délai de 24 heures.

2. Restrictions. Dans le cadre de l'exécution de son contrat de travail ou de son mandat social, le Participant a pu avoir accès et continue d'avoir accès à des Informations Confidentielles ainsi qu'à d'autres connaissances exclusives relatives aux activités actuelles et envisagées de la Société et de ses Filiales. En outre, il est susceptible d'être présenté à des clients actuels ou potentiels, investisseurs, prestataires de services, fournisseurs de biens ou de services, partenaires commerciaux et à d'autres



relations importantes, de la Société et de ses Filiales. A ce titre, la Société confiera au Participant son goodwill ainsi que des Informations Confidentielles. Par conséquent, sous réserve des modalités de l'article 3, le Participant s'engage à :

i. au cours de l'exécution de son contrat de travail ou de son mandat social et pendant une durée de 12 mois suivant le départ effectif de l'entreprise (la « **Période de Restriction** »), ne pas, directement ou indirectement par l'entremise d'une personne physique ou morale (chacune, une « **Personne** »), ayant des activités de génie civil, de construction et de services connexes dans le domaine du pétrole, du gaz et des produits pétrochimiques (l'« **Activité** »), et notamment, sans y être limitée : Baker Hughes Company, Halliburton Company, John Wood Group plc, McDermott International Inc., National Oilwell Varco Inc., Saipem S.p.A., Schlumberger Ltd., Subsea 7 S.A., Weatherford International plc, ainsi que leurs sociétés affiliées et toute entité leur succédant (l'« **Entreprise Concurrente** ») de :

1. solliciter, inciter, persuader toute Personne, qui, à un quelconque moment au cours de la dernière année d'emploi ou de mandat du Participant au sein de l'Employeur (la « **Période Considérée** »), était un fournisseur de la Société 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 période ou à l'égard duquel le Participant détient des Informations Confidentielles) à réduire le niveau d'activité entre le 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 n'autorisera ou n'approuvera la prise de telles initiatives par toute autre Personne ;

2. solliciter des affaires qui sont de même nature ou de nature semblable à la partie de l'Activité pour laquelle le Participant exerçait une partie significative de sa mission à tout moment au cours de la Période Concernée ou pour laquelle le Participant détient des Informations Confidentielles en raison de son emploi ou mandat pendant la Période Considérée (l'une quelconque de ces activités étant définie comme l'« **Activité Concurrente** ») 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 (et avec lequel le Participant ou l'un de ses subordonnés directs, a été activement impliqué durant cette période ou à l'égard duquel le Participant détient des Informations Confidentielles). Le Participant ne s'adressera à aucun fournisseur à une quelconque de ces fins, ni n'autorisera ou n'approuvera la prise de telles initiatives par toute autre Personne. Aux fins de la présente restriction, le terme « client » comprend toutes les Personnes dont la Société ou l'une de ses Filiales a reçu des demandes de renseignements pour la fourniture de biens ou de services relatives à l'Activité, même lorsque ces demandes n'ont pas été concluantes ;

3. être employé, embauché ou fournir activement ses services à toute Entreprise Concurrente ou à toute entreprise ayant une activité identique ou similaire à l'Activité, située à l'intérieur de la Zone Géographique Prohibée (telle que définie ci-dessous) pendant la Période de Restriction ou pour toute période au cours de laquelle le Participant a connaissance d'Informations Confidentielles. La Zone Géographique Prohibée désigne tous les pays, territoires, comtés, paroisses, arrondissements ou équivalent dans lesquels (A) la Société ou l'une de ses Filiales employant le Participant, a des clients ou fournit des services, pour lesquels le Participant a reçu ou obtenu des Informations Confidentielles au cours de sa 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 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 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 (la « **Zone Géographique Prohibée** »). Les restrictions du présent article 2 s'appliquent également à l'activité du Participant exercée au profit d'une Entreprise Concurrente située dans la Zone Géographique Prohibée même si le lieu de travail du Participant est situé en dehors de la Zone Géographique Prohibée.

ii. Pendant la Période de Restriction, ne pas employer, embaucher, solliciter, inciter ou persuader toute personne qui, au cours de la Période Concernée, était un salarié, mandataire, consultant ou prestataire de la Société ou de l'une de ses Filiales et qui exerçait pendant la Période Concernée des fonctions d'encadrement dans les domaines de la vente, du marketing, de la finance, de la gestion, ou des fonctions équivalentes, afin d'être embauché ou employé par le Participant ou par toute autre Personne. Le Participant ne s'adressera à aucune personne à une quelconque de ces fins, ni n'autorisera ou n'approuvera la prise de telles initiatives par toute autre Personne.

3. Limitations et modifications. Les modifications et limitations suivantes s'appliquent aux restrictions prévues à l'article 2 ;

iii. Les restrictions prévues à l'article 2 ne s'appliquent pas lorsque le Participant a reçu une autorisation écrite et préalable de la Société pour exercer ses activités ou lorsque les activités exercées par le Participant ne sont pas concurrentes de l'Activité de la Société.

iv. Au cas où l'Employeur dispenserait le Participant de l'exécution d'un éventuel préavis de fin de contrat, le point de départ de la Période de Restriction sera fixé au dernier jour de travail effectif du Participant pour l'Employeur.

v. La Société peut ajouter ou retirer des entreprises de la liste des Entreprises Concurrentes en cas de réorganisation, de fusion, d'acquisition, de cession ou de tout autre changement important dans la structure organisationnelle d'une Entreprise Concurrente et avisera par écrit le Participant de toute modification apportée à cette liste, le cas échéant.

vi. Chacune des restrictions énoncées à l'article 2 est distincte et indépendante. Elles sont considérées par les parties comme étant proportionnées en toutes circonstances. Il est convenu que si l'une ou plusieurs de ces restrictions, devaient être considérées comme excessives pour la protection des intérêts légitimes de l'Employeur mais seraient considérées comme non-excessives si l'une ou plusieurs de leurs stipulations étaient supprimées, la ou les restriction(s) pertinente(s) s'appliquerai(en)t avec la ou les suppression(s) ou réduction(s) nécessaire(s) pour rendre la ou les 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 considérée inapplicable, elle pourrait être réputée non écrite sans porter atteinte à la validité ou l'effectivité de toute autre disposition du présent accord.

vii. Le Participant reconnaît qu'il a volontairement accepté les engagements énoncés à l'article 2 et que les limitations et restrictions énoncées aux présentes, notamment les restrictions dans l'espace et dans le temps à l'égard de certaines activités concurrentes, sont proportionnés à tous égards et non excessives ; qu'elles constituent une condition déterminante du présent accord ; qu'elles ont pour objectif et sont nécessaires pour prévenir tout acte de concurrence déloyale, protéger les Informations Confidentielles, le goodwill et intérêts commerciaux importants et légitimes de la Société et de ses Filiales, tout en permettant au Participant d'exercer raisonnablement une activité professionnelle correspondant aux compétences et à l'expertise acquises par lui sans enfreindre les restrictions prévues à l'article 2.

4. Contrepartie. Le Participant reconnaît que l'octroi de RSUs constitue une contrepartie suffisante aux restrictions prévues aux articles 1 et 2.

5. Non-interférence avec les droits du lanceur d'alerte. Aucune disposition de la présente Clause de Confidentialité et de Non-Concurrence n'interdit au Participant de signaler d'éventuelles violations de la loi ou de la réglementation à tout organisme ou autorité gouvernementale ou

administrative et/ou de faire des révélations conformément aux dispositions législatives relatives à la protection des lanceurs d'alerte.

6. Exécution forcée des engagements. La Société pourra engager toute action qu'elle estime nécessaire et juridiquement permise afin de faire respecter les engagements pris au titre du présent accord ou de prévenir toute violation ou risque de violation des articles 1 et 2 du présent accord, notamment en vue de l'indemnisation de tout préjudice résultant d'une 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 violation ou un tel risque de violation de la présente Clause de Confidentialité et de Non-Concurrence. En raison de la difficulté d'évaluer le préjudice économique subies par la Société et ses Filiales résultant de la violation des articles 1 et 2 du présent accord par le Participant, et en raison du dommage immédiat et irréparable qu'une telle violation serait susceptible de causer, sans autre recours juridique adéquat, le Participant convient que dans le cas où la Société considère à sa seule discrétion que le Participant viole ou risque de violer l'une quelconque de ces dispositions, la Société est en droit d'obtenir une injonction (sans obligation de déposer une caution) de la juridiction compétente en vue de mettre un terme ou d'interdire une telle violation ou un tel risque de violation. Une telle injonction ne constitue pas le seul recours de la Société en cas de violation ou de menace de violation de ces 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 d'une indemnisation spécifique.

**i. GERMANY**

The provisions of this **Country Schedule Germany** provide additional definitions and conditions for the purpose of granting RSUs to Employees and corporate officers who are resident in Germany for tax, labour or securities law purposes.

1. Discretion. The Company's, Board of Directors', Committee's and Administrator's discretion under the Plan, the Agreement and this Country Schedule Germany, including the interpretation of such documentation, shall be exercised (a) reasonably (nach billigem Ermessen) as defined under German law and (b) in a way complying with the German labour law principle of equal treatment (arbeitsrechtlicher Gleichbehandlungsgrundsatz) and the prohibition of discrimination (Diskriminierungsverbot).

2. Tax Withholding. For the avoidance of doubt, taxes always include German social security contributions, and in this regard also Participants portions, and any mandatory withholding or required actions shall be made by the German Employer of Participant as required by German law. Whenever the RSUs are settled, the Company or the German Employer of Participant shall notify the Participant of the amount of tax, if any, which must be withheld by the Company or the German Employer of Participant under all applicable federal, state and local or foreign tax laws (including German social security or similar contributions). For purposes of withholding, Fair Market Value shall be determined under applicable German law and its interpretation by the German tax authorities. The Participant shall indemnify the Company or the Employer from and against any liability for or obligation to pay any Tax Liability (a "Tax Liability" being any liability for income tax, withholding tax and any other employment related taxes in any jurisdiction, including but not limited to wage tax, solidarity surcharge, church tax or German social security contributions) that is attributable to (1) the grant or vesting of, or any benefit the Participant derives from, the RSUs, (2) the Participant's acquisition of Shares on settlement of the RSUs, or (3) the disposal of any Shares.

3. Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If a Participant uses a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of Shares acquired under the Plan, the bank will make the report for the Participant. In addition, a Participant must report any receivables,

payables, or debts in foreign currency exceeding an amount of €5,000,000 on a monthly basis. Finally, a Participant must report on an annual basis if the Participant holds Shares that exceed 10% of the total voting capital of the Company.

4. Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement. For the avoidance of doubt, the definitions of Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement shall be subject to German law and its interpretation.

5. Data Privacy. For any further request regarding data privacy, Participant may contact the German Data Protection Officer at [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com).

**ii. GHANA**

**iii. The provisions of this Country Schedule for Ghana provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Participants in Ghana for privacy, tax or labour law purposes.**

1. Withholding. Whenever the RSUs vest, the Participant is liable to tax on it at the market value of the Shares which is the amount that an independent, reasonable person would pay on the open market to receive the Shares.

2. Definitions. For all purposes of this Agreement and the Plan the following defined terms have been amended and shall apply:

i. “Detrimental Activity” means the Participant’s having been convicted of, or pleading guilty to a felony under federal or state law.

ii. “Retirement” means the termination of Participant’s employment on or after the date Participant is eligible to retire under the terms of his or her employment agreement with the Ghana Employer.

**i. INDIA**

The provisions of this **Country Schedule for India** provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in India for tax, labour or securities law purposes.

1. RSUs Not Part Of Compensation. The RSUs are not part of normal or expected compensation, remuneration, salary, wages, allowances or emoluments of the Participants, for any purpose, including, without limitation, calculating severance, resignation, redundancy, end of service payments, gratuity, retrenchment compensation, bonuses, long-service awards, pension or retirement benefits, overtime, leave pay, social welfare contributions, or any other payment or benefit under any applicable Indian labor and employment laws.

2. Key Managerial Personnel Notification Obligation. Participants who are directors or key managerial personnel of the Indian subsidiary shall provide such Indian subsidiary with details of securities held by them in the Company pursuant to the Plan and this Agreement, including inter alia the number thereof, price paid, date of acquisition, and mode of holding in order for such Indian subsidiary or Affiliate to comply with the applicable reporting requirements under Indian company law.

3. Tax Considerations. The Employer shall have the right to withhold, or require the Participant to remit to the Employer, an amount towards taxes computed at the applicable rate at the time

of allotment of the Shares to the Participant on 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.

The value of benefit shall be the aggregate Fair Market Value (“FMV”) of the Shares on the date of vesting.

The FMV of the Shares shall be the value as determined by a Category I Merchant Banker registered with the Securities 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 days earlier than the date of vesting.

5. Data Privacy. By entering into the Agreement, Participant consents to the processing, collection, disclosure and transfer of Data by Company for the Purposes.

**ii. INDONESIA**

The provisions of this **Country Schedule Indonesia** provide additional definitions and conditions for the purpose of granting RSUs to Employees and corporate officers who are resident in Indonesia for tax, labour or securities law purposes.

1. Award Plan. A copy of the Plan is attached to this Agreement.

2. Waiver of Article 1266 of the Indonesian Civil Code. For the purposes of termination of this Agreement, the Company and the Participant hereby waive the benefits of Article 1266 of the Indonesian Civil Code but only to the extent that judicial cancellation of this Agreement would otherwise be required to terminate this Agreement.

3. Language. In compliance with the Law No. 24 of 2009 regarding National Flag, Language, Coat of Arms, and National Anthem of the Republic of Indonesia (“**Law 24**”) and the Presidential Regulation No. 63 of 2019 regarding the Use of Indonesian Language (“**Regulation 63**”), the Agreement and the Plan are made in English and Indonesian language versions. The Participant and the Company agree to execute the Indonesian language version of the Agreement and the Plan simultaneously with the English language version of the Agreement and the Plan.

For the avoidance of doubt, the existence of two versions of the Agreement and the Plan is not to be construed by any party as creating different rights and obligations, or duplication or multiplication of the rights and obligations, of the Participant and the Company under any version of the Agreement and the Plan.

The Participant and the Company agree that:

i. the English language version and the Bahasa Indonesia version of the Agreement and the Plan shall be equally authentic; and

ii. in the event of any inconsistency or different interpretation between the Bahasa Indonesia version and the English version of the Agreement and the Plan, the English version shall prevail and the Participant shall, promptly upon request by the Company, amend the relevant Bahasa Indonesia text to conform with the relevant English text and the Participant and the Company shall execute such documentation as the Company may reasonably 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 is made.

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 any manner or forum in any jurisdiction:

i.challenge the validity of, or raise or file any objection to, the Agreement and the Plan or the transactions contemplated in the Agreement and the Plan;

ii.defend its non-performance or breach of its obligations under the Agreement and the Plan; or

iii.allege that the Agreement and the Plan is against public policy or otherwise does not constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms, in each case on the basis of any failure to comply with Law 24 or Regulation 63.

Each of the Participant and the Company:

i.acknowledges that, with its agreement, the Agreement and the Plan have been predominantly negotiated in the English language;

ii.represents that it has read and fully understands the contents and consequences of the Agreement and the Plan;

iii.agrees that the execution of the Agreement and the Plan in the English language will not affect the validity, binding effectiveness and enforceability of the Agreement and the Plan; and

iv.represents that it has made and entered into the Agreement and the Plan freely and without duress.

4. Data Privacy. By entering into the Agreement, Participant consents to the processing of Data by Company for the Purposes.

5. Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement. For the avoidance of doubt, the definitions of Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement shall be subject to Indonesian law and its interpretation.

6. Tax. The Participant is advised to seek professional tax advice as to the Participant's tax liabilities including, to the extent the Participant is a foreigner, how such gains or profits aforesaid will be taxed at the time the Participant ceases to work in Indonesia. All taxes (including income tax) arising from the award of any RSU or the vesting of any RSU thereon shall be borne by the Participant.

### **iii.ITALY**

The provisions of this **Country Schedule for Italy** provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Italy for tax, labour or securities law purposes.

1. Securities Law Information. Neither the RSUs nor the Shares are publicly offered or listed on any regulated market or multilateral trading facility in Italy. The offer of the RSUs and Shares is private and has not been cleared by the Commissione Nazionale per la Società e la Borsa ("CONSOB") (the Italian securities exchange commission), pursuant to Italian securities legislation. Accordingly, the offer may be extended into Italy only in circumstances which are exempted from the rules on public offerings pursuant to Article 100 of Legislative Decree No. 58 of February 24, 1998, as amended and Article 34-ter of CONSOB Regulation No. 11971 of May 14, 1999, as amended.

2. Plan Document Acknowledgment. In accepting the RSUs, Participant acknowledges that he or she has received a copy of the Plan and the Agreement and have reviewed the Plan and the Agreement, including this Schedule A, in their entirety and fully understand and accept all provisions of the Plan and the Agreement, including this Schedule A. Participant further acknowledges that he or she has read and specifically and expressly approves the following sections of the Agreement: Section 1: Vesting, Section 4: Rights and Obligations as Stockholder; Section 5: No Limitation on Rights of the Company; Section 10: Administration; Section 19: Funding; and the Authorization to Release Transfer Necessary Personal Information and Method of Payment provisions above.

3. Exchange Control Information. Participant is required to report in his or her annual tax return any foreign investments or investments (including proceeds from the sale of RSUs acquired under the Plan) held outside of Italy, if the investment may give rise to income in Italy. This latter reporting obligation is not required in relation to bank accounts and bank deposits held outside of Italy whose maximum total value during the fiscal year does not exceed €15,000.

4. Data Privacy. In addition to the rights mentioned in clause 20 of the Agreement, Participant may issue directives for the purposes of deciding what should happen to the Data after his or her death pursuant to Article 2-terdecies of Legislative Decree no. 196 of 2013, by writing to the TechnipFMC Data Protection Office with the modalities provided under clause 20 of the Agreement.

iv.

**v. MALAYSIA**

The provisions of this **Country Schedule for Malaysia** provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Malaysia for tax, labour or securities law purposes.

1. “Participant” in Malaysia shall be restricted to any person who is an Employee or a Non-Employee Director, as determined by the Administrator.

2. Malaysian Insider Trading Notification. You should be aware of the Malaysian insider-trading rules, which may impact your acquisition or disposal of Shares or rights to Shares under the Plan. Under the Malaysian insider-trading rules, you are prohibited from acquiring or selling Shares or rights to Shares (e.g., an Award under the Plan) when you are in possession of information which is not generally available and which you know or should know will have a material effect on the price of Shares once such information is generally available.

3. Director Notification Obligation. If you are a director of a Malaysian Subsidiary or affiliate of the Company, you are subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the relevant Malaysian Subsidiary or affiliate in writing when you receive or dispose of an interest (e.g., an Award under the Plan or Shares) in the Company or any related company. Such notifications must be made within 14 days of receiving or disposing of any interest in the Company or any related company.

4. Securities Laws Notice. The Plan constitutes or relates to an “excluded offer,” “excluded invitation” or “excluded issue” pursuant to Sections 229 and 230 of the Malaysian Capital Markets and Services Act 2007. Copies of the Plan documents have been delivered to the Securities Commission of Malaysia. The Plan documents do not constitute, and may not be used for the purpose of, a public offering or issue, offer for subscription or purchase, invitation to subscribe for or purchase of any securities requiring the registration of a prospectus with the Securities Commission in Malaysia under the Capital Markets and Services Act 2007.

5. Bahasa Malaysia translation of Data Privacy clause:

***“Data Privasi.*** Klausa ini membatalkan dan menggantikan klausa 11.8 Pelan. Setiap Peserta mengakui bahawa bagi tujuan melancarkan, termasuk melaksanakan, mengurus dan mentadbir Pelan dan Perjanjian (“Tujuan”), ia adalah perlu bagi Syarikat untuk mengumpulkan informasi peribadi Peserta termasuk: nama Peserta, alamat rumah, nombor telefon, tarikh lahir, nombor keselamatan sosial (jika dibenarkan), nombor insurans atau nombor kad pengenalan (jika dibenarkan), nombor pasport (jika dibenarkan), gaji, kewarganegaraan, nama jawatan, dan informasi mengenai apa-apa saham atau stok yang dipegang didalam Syarikat atau anak Syarikat, informasi mengenai semua Anugerah (“Data”). Syarikat, yang mempunyai alamat berdaftar di One St. Paul’s Churchyard, London, EC4M 8AP, United Kingdom, adalah ‘data controller’ bagi pemprosesan data. Menurutnnya, Data adalah dikumpulkan secara langsung daripada Peserta atau diberikan oleh Majikan.

Selain daripada Tujuan, Syarikat akan menggunakan Data (i) bagi tujuan pematuhan undang-undang sekuriti dan laporan kewangan dan kehendak undang-undang yang lain, dan (ii) atas dasar kepentingan sah bagi kes yang tertunggak dan/atau pertikaian yang diancam dan/atau tuntutan (undang-undang), penyiasatan oleh badan berkanun yang relevan, litigasi dan arbitrase, untuk memastikan kedudukan undang-undang, untuk mendapatkan nasihat (luaran) dan/atau untuk membina atau mempertahankan kedudukan (undang-undang) dan/atau melaksanakan tuntutan (undang-undang).

1. ***Data boleh didedahkan kepada anak Syarikat (termasuk Majikan) atau kepada pihak ketiga pentadbir pelan (termasuk bank-bank, broker-broker, pemilik kustodi, depository sekuriti, bursa saham, dll) dan juga pengaudit, penasihat dan konsultan mereka dan mana-mana pihak yang dirasakan perlu dan sesuai bagi Tujuan. Syarikat juga boleh menjadikan tersedia Data Peserta bagi pihak-pihak berkuasa awam sekiranya diperlukan dibawah undang-undang atau peraturan dan boleh juga mendedahkan Data kepada mahkamah judisial and arbitrase dan/atau jawatankuasa dan penasihat luar. Entiti-entiti tersebut dan badan-badan berkuasa mungkin bertempat di Amerika Syarikat, Kawasan Ekonomi Eropah, atau mana-mana sahaja, termasuk di kawasan dimana undang-undang perlindungan data tidak mempunyai perlindungan yang sama dengan bidang kuasa di mana Peserta menetap. Sekiranya relevan, Syarikat dan anak Syarikat akan melaksanakan perlindungan yang bersesuaian untuk memastikan perlindungan Data, umpamanya klausa kontrak yang standard seperti yang dicadangkan oleh Suruhanjaya Eropah. Sekiranya Peserta bekerja dengan anak Syarikat yang ditubuhkan di dalam Kawasan Ekonomi Eropah, sekiranya United Kingdom menjadi negara ketiga (untuk kegunaan GDPR) sebagai akibat daripada Brexit, Syarikat akan melaksanakan perlindungan yang bersesuaian untuk memastikan perlindungan Data dalam kes pemindahan Data dari dalam Kawasan Ekonomi Eropah ke luar Kawasan Ekonomi Eropah, seperti klausa kontrak yang standard seperti yang dicadangkan oleh Suruhanjaya Eropah. Peserta boleh meminta salinan perlindungan seperti itu dengan menghubungi Pejabat Perlindungan Data TechnipFMC di [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com) atau wakil sumber manusia tempatan Peserta.***

Peserta boleh meminta untuk mendapatkan akses kepada Data, untuk membetulkan mana-mana Data tersebut, untuk memadamkan Data, untuk menyekat pemprosesan Data, untuk membantah pemprosesan Data, serta permintaan pemindahan Data menurut Artikel 15 hingga 21 GDPR dan berhak memfailkan aduan dan / atau tuntutan dengan pihak berkuasa perlindungan data yang kompeten. Permintaan mengenai Data, pertanyaan atau aduan boleh ditangani dengan menghubungi Pejabat Perlindungan Data TechnipFMC di [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com) atau wakil sumber manusia tempatan Peserta.

Ia adalah wajib bagi Peserta untuk memberikan apa-apa Data yang diminta. Jika Peserta memilih untuk tidak memberikan sebarang Data yang diminta atau menyekat pemprosesan Data, Syarikat tidak akan dapat melaksanakan obligasinya di bawah Pelan.



Data akan dipegang dan digunakan hanya selagi diperlukan untuk Tujuan. Hanya di mana Syarikat dan / atau anak-anak Syarikatnya diwajibkan secara sah (contohnya untuk pematuhan dengan tujuan pelaporan undang-undang dan kewangan), atau jika ini perlu untuk mempertahankan kepentingan mereka dalam konteks prosiding kehakiman, Syarikat dan / atau anak-anak Syarikatnya akan menyimpan Data untuk tempoh yang lebih lama. Peserta boleh meminta maklumat lanjut mengenai tempoh pengekalan yang terpakai bagi Data dengan menghubungi Pejabat Perlindungan Data TechnipFMC di [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com) atau wakil sumber manusia tempatan Peserta.

Peserta boleh merujuk selanjutnya maklumat khusus negara mengenai pemprosesan Data di bawah Jadual A Perjanjian, termasuk tetapi tidak terhad kepada butiran perhubungan Pegawai Perlindungan Data tempatan, jika ada.

Jika Peserta bekerja dengan anak Syarikat yang ditubuhkan di luar Kawasan Ekonomi Eropah dan setakat persetujuannya untuk pemprosesan dan / atau pemindahan Data diperlukan (lihat maklumat khusus negara dalam Jadual A Perjanjian), Peserta dengan ini bersetuju untuk pemprosesan dan / atau pindahan sedemikian seperti yang dinyatakan dalam klausa 20 Perjanjian. Pada bila-bila masa, Peserta boleh menarik balik persetujuan yang diberikan di sini secara bertulis dengan menghubungi Pejabat Perlindungan Data TechnipFMC di [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com) atau wakil sumber manusia tempatan Peserta. Peserta mengakui, bersetuju dan menerima bahawa sekiranya dia memilih untuk menarik balik persetujuannya, Syarikat mungkin tidak dapat melaksanakan tanggungjawabnya dan mentadbirkan Pelan dan Perjanjian.”

### **i.MEXICO**

The provisions of this **Country Schedule for Mexico** provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Eligible Individuals who are resident in Mexico for tax, labour or securities law purposes.

1. **Definitions.** For all purposes of this Agreement and the Plan the following defined terms shall apply:

v.“**Termination of Service**”: For the purposes of this Agreement and the Plan, Participant will be deemed to have experienced a Termination of Service on the date when Participant is no longer providing active services to the Company and/or its Subsidiaries and affiliates, including without limitation, because of termination by the Company or a Subsidiary of its relationship with the Participant for any reason, with or without cause, termination by mutual consent, resignation, discharge, but excluding terminations where the Participant simultaneously commences or remains in service with the Company or any Subsidiary.

vi.“**Detrimental Activity**”: For the purposes of this Agreement and the Plan, the definition of “Detrimental Activity” in section 23 shall be expanded to include any act or omission that to the Company or its Subsidiaries’ discretion constitutes cause for termination of the Participant’s relationship with the Company or its Subsidiaries under Applicable Law, without the Company or its Subsidiaries having to notify the termination with detrimental activity before any authority or follow any procedure before any authority to demonstrate such detrimental activity.

vii.“**Good Reason**”: For the purposes of this Agreement and the Plan, the definition of “Good Reason” in section 22(c) means, without the Participant’s express written consent, the occurrence of any one or more of the following during the Protection Period:

a. the assignment of the Participant to duties materially inconsistent with the Participant’s authorities, duties, responsibilities, and status (including, without limitation, offices, titles and reporting requirements) (including, without 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 the Company becoming a subsidiary of another entity, or any material adverse change in the Participant's reporting relationship, such as the chairman or chief executive officer ceasing to report to the Board of Directors of a publicly traded company), or a reduction or alteration in the nature or status of the Participant's authorities, duties, or responsibilities from the greatest of those in 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 immediately preceding the Change in Control;

b. the Company's requiring the Participant to be based at a location which is at least one hundred (100) miles further from the Participant's then current assigned work location immediately prior to the Change in Control, except for required travel on the Company's business to an extent substantially consistent with the Participant's business obligations as of the Grant Date or as the same may be changed from time to time prior to a Change in Control;

c. a material reduction by the Company in the Participant's then current salary of record paid as annual salary (excluding amounts received under incentive or other bonus plans), as in effect on the Grant Date or as the same may be increased during the Protection Period; or

d. a material reduction in the Participant's level of participation in any of the Company's short- and/or long-term incentive compensation plans, or employee benefit or retirement plans, policies, practices, or arrangements in which the Participant participates from the greatest of the levels in place (a) on the Grant Date, (b) during the fiscal year immediately preceding the year of the Change in Control and (c) on the date immediately preceding the Change in Control.

The existence of Good Reason will not be affected by the Participant's temporary incapacity due to physical or mental illness not constituting a Disability. The Participant's continued service will not constitute a waiver of the Participant's rights with respect to any circumstance constituting Good Reason; however, "Good Reason" for Participant's separation will exist only if: the Participant provides written notice to the Company within ninety (90) days of the occurrence of any of the above listed events; the Company fails to cure the event within thirty (30) days following the Company's receipt of Participant's written notice; and the Participant separates from the Company effective not later than twenty four (24) months after the original occurrence of the "Good Reason" event. For sake of clarity, the event giving rise to a Good Reason termination must occur during the Protection Period, but Participant's actual termination for Good Reason may occur after the end of the Protection Period, and such termination will be treated as if it occurred during the Protection Period for purposes of Section 3(a).

2. No Entitlement for Claims. The Company has unilaterally, gratuitously and discretionally decided to grant the RSUs under the Plan. In accepting this Agreement, Participant expressly acknowledges and accepts that the RSUs and the Shares issued pursuant to vesting are granted directly by the Company; therefore, such are not part of the salary, payments, bonuses, premiums, commissions, employment benefits in money or in kind, or any other benefits paid out by the Mexican Subsidiary to the Participant because of his/her services. Consequently, the RSUs are granted on the assumption and condition that RSUs and the Shares issued pursuant to vesting of the RSUs are not part of the Participant's remuneration by the Mexican Subsidiary of the Company and shall not be considered for any purposes in connection with such Mexican Subsidiary, including without limitation, for determining any severance payment or compensation otherwise due, or any payments resulting from any employment relationship that may be in place.

3. Tax. The Participant is advised to seek professional tax advice as to the Participant's tax implications. All taxes (including income tax) arising from the award of any RSU or the vesting of any RSU thereon shall be borne by the Participant, who shall pay such taxes pursuant to the Applicable Law and shall provide to the Company copies of the applicable tax return and the tax payment within the five

(5) business days following to the date when the corresponding tax should have been paid. Likewise, the Participant shall deliver to the Company the applicable digital tax invoice, if any, to be issued pursuant to the Applicable Law and a copy thereof to a Mexican affiliate of the Company.

4. Data Privacy. By entering into the Agreement, Participant consents to the processing of Data by Company for the Purposes. The recipient of Participant's personal data will retain the data in a secure network system at such standard as would be reasonably expected for the storage of valuable and proprietary for sensitive/confidential data.

## **ii. NETHERLANDS**

The provisions of this **Country Schedule for the Netherlands** provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in the Netherlands for tax, labour or securities law purposes.

1. Tax Withholding. For the avoidance of doubt, taxes include social security contributions. The Participant shall indemnify the Company or the Employer from and against any liability for or obligation to pay any Tax Liability (a "Tax Liability" being any liability for income tax, withholding tax and any other employment related taxes in any jurisdiction, including but not limited to wage tax or social security contributions) that is attributable to (1) the grant or vesting of, or any benefit the Participant derives from, the RSUs, (2) the Participant's acquisition of Shares, or (3) the disposal of any Shares.

2. Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement. For the avoidance of doubt, the definitions of Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement shall be subject to Dutch law and its interpretation.

3. Securities Law Information: The information contained herein does not constitute an offer of securities to the public in the Netherlands. Participation in the Plan is restricted to Employees of the Company and its subsidiaries who meet the eligibility criteria. The information contained herein is intended only for those Employees of the Company and its subsidiaries eligible to participate in the Plan.

4. Definitions. For all purposes of this Agreement and the Plan the following defined terms shall apply:

viii. "Employee" means: any officer or other employee (as determined in accordance with Article 7:610 of the Dutch Civil Code) of the Company or of any Subsidiary.

ix. "Retirement" means termination of the Participant's employment agreement at the time the State pension age (*AOW-gerechtigde leeftijd*) is reached.

5. Data Privacy.

x. The Participant's citizen service number (burger service nummer) will not be processed by the Company nor disclosed to third parties unless a legal obligation exists to do so.

xi. The Participant has the right to object to the processing of his Data and to lodge a complaint with the Dutch Data Protection Authority (Autoriteit Persoonsgegevens) which can be done on the website [www.autoriteitpersoonsgegevens.nl](http://www.autoriteitpersoonsgegevens.nl).

xii. Data will be held and used through the relevant time limitation period for claims under the Plan, and for as 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 after Participation to the Plan has ended and/or terminated or

where the Data is part of the financial administration required for Dutch tax law purposes for a period of at least 7 years after the end of the relevant tax year.

**iii. NIGERIA**

**Data Privacy.** By entering into the Agreement, Participant consents to the processing of Data by Company for the Purposes.

**Confidentiality and Non-Compete Agreement – Exhibit A:** The Participant hereby agrees that the restrictions in Clause 2 of the Confidentiality and Non-Compete Agreement set forth in Exhibit A protect the legitimate interest of the Company and its Subsidiaries; are reasonably necessary to protect the interests of the Company and its Subsidiaries; and are not unreasonable as regards the Participant.

**iv. NORWAY**

The provisions of this **Country Schedule for Norway** provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Norway for tax, labour or securities law purposes.

1. **Acknowledgment of Nature of Plan and RSUs.** In accepting this Agreement, the Participant acknowledges that, in the event of termination of the Participant's employment, the Participant's rights to 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 any notice period or agreed "garden leave"; the Administrator shall have the exclusive discretion to determine when the Participant is no longer actively employed for purposes of Participant's RSUs.

2. **Definitions.** For all purposes of this Agreement and the Plan, Clause 23(c)(iv) and Clause 20(c)(v) regarding the Definition of the term "Good Reason" do not apply to 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 Norwegian law for Participants whose employment are governed by Norwegian law.

**POLAND**

**The provisions of this Country Schedule for Poland provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Poland for tax, labour or securities law purposes.**

1. **Detrimental Activity.** For the purposes of this Agreement, the definition of "Detrimental Activity" in Section 20 shall be expanded to include termination of employment contract without notice (under art. 52 of the Polish Labour Code).

2. **No Entitlement for Claims.** The RSUs and the Shares issued pursuant to vesting are not part of Employee's work and pay conditions within the meaning of the Polish Labour Code and therefore, shall not be considered for the purposes of determining any severance pay, compensation, or any payment due to cessation of employment, any bonuses/awards, compensation related to non-competition arrangements, or any payments resulting from employment relationship, including payments towards employee capital plans (PPK).

3. Retirement and Disability. “Retirement” means termination of Participant’s employment on or after the date Participant would be entitled to retire under the Polish statutory provisions. “Disability” means disability to work under the Polish statutory provisions.

4. Employee. “Employee” means: any officer or other employee (as determined under Polish Labour Code) of the Company or of any Subsidiary.

5. Securities Law Information. The Plan and Awards under the Plan, specifically, the RSUs and Shares, are only addressed to selected and specific employees and the RSUs and Shares are not listed or meant to be listed on any regulated market or multilateral trading facility in Poland. The Awards under the Plan, specifically, the RSUs and Shares, can be offered in Poland without the requirement of publishing the prospectus under Regulation (EU) 2017/1129 of the European Parliament and of 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 market, and repealing Directive 2003/71/ECT (Regulation): (i) if offered under one of the exemptions available under the Regulation, in particular, Article 1 section 4 letter (i) of the Regulation, provided that the document, drafted in Polish, is made available containing information on the number and nature of shares as well as reasons for and details of the offer, or (ii) if offered to less than 150 employees in Poland in a consecutive period of 12 months. Neither the Plan nor any related document has been approved or notified to the Polish Financial Supervisory Authority (“*Komisja Nadzoru Finansowego*”).

6. Exchange Control Information. If Participant is a resident or domiciled in Poland, the Participant will be required to 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 aggregate value of such assets and liabilities is equal to or greater than PLN 7,000,000. Additionally, the Participant must report annually if the Participant owns Shares that exceed 10% of the total voting capital of the Company.

7. Data Privacy. The Participant has the right to lodge a complaint with the Polish supervisory authority (President of the Personal Data Protection Office).

## 2. PORTUGAL

3. **The provisions of this Country Schedule for Portugal provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Portugal for tax, labour or securities law purposes.**

1. Securities Law Information: Neither the RSUs nor the Shares are publicly offered or listed on any regulated market or multilateral trading facility in Portugal. The offer of the RSUs and Shares is private and has not been communicated to, or cleared by, the Portuguese Securities Markets Commission (*Comissão do Mercado de Valores Mobiliários*), pursuant to the applicable Portuguese law. Accordingly, the offer may be made in Portugal only in circumstances which are exempted from the rules on public offerings pursuant to Portuguese Securities Code, approved by Decree-Law no. 486/99, of 13 November. The Agreement and other materials relating to the granting of the RSUs and the Shares are strictly confidential and may not be distributed to any person or entity other than the Participant and other selected Employees.

2. Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement. For the avoidance of doubt, the definitions of Termination of Service, Detrimental Activity, Disability, Good Reason and Retirement shall be interpreted in accordance with Portuguese labor law.

3. “Participant” in Portugal shall be restricted to Employees or Non-Employee Directors, as determined by the Administrator.

4. Employee. “Employee” means: any employee (as determined under Portuguese labor law) of the Company or of any Subsidiary.

5. No Entitlement for Claims or Compensation. The Company has unilaterally, gratuitously and discretionally decided to grant the RSUs under the Plan. Consequently, the RSUs are granted on the assumption and condition that RSUs and the Shares issued pursuant to vesting of the RSUs are not part of the Participant’s ordinary or expected remuneration and shall not be considered for the purposes of determining any severance payment, compensation or credits otherwise due.

6. Exchange Control Information: In case the Participant receives Shares under the Plan and the Agreement, the acquisition of such shares may need to be reported to the Bank of Portugal (*Banco de Portugal*) for statistical purposes. If the Shares are deposited with a bank or financial intermediary in Portugal, such bank or financial intermediary shall submit the report on behalf of the Participant.

7. Language Consent: You hereby expressly declare that you have full knowledge of the English language and have read, understood and fully accepted and agreed with the terms and conditions set forth in the Plan and in the Agreement.

Conhecimento de Língua:

*Pelo presente instrumento declara expressamente que tem pleno conhecimento da língua inglesa e que leu, compreendeu e livremente aceitou e concordou com os termos e condições estabelecidas no Plano e no Acordo.*

**QATAR**

The provisions of this **Country Schedule for Qatar** provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Qatar for tax, labour or securities law purposes.

1. Jurisdiction. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitration shall be English.

2. Securities Law. Nothing in this Agreement constitutes, is intended to constitute, shall be treated as constituting or 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 marketing of an investment fund or an attempt to do business, as a bank, an investment company or otherwise in the state of Qatar or in the Qatar Financial Centre. This Agreement and the underlying instruments have not been approved, registered or licensed by the Qatar Central Bank or the Qatar Financial Centre Regulatory Authority, the Qatar Financial Markets Authority or any other regulator in the state of Qatar.

3. Data Privacy. The Company and the Participant acknowledge that no sensitive data as defined in the Data Protection Law of Qatar (Law 13 of 2016) is being collected within the State of Qatar.

**RUSSIA**

The provisions of this **Country Schedule for Russia** provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Russia for tax, labour or securities law purposes.

1. **Data Privacy.** When processing personal data of Russian citizens / in Russia, the Company is also subject to Federal Law No. 152-FZ “On Personal Data” dated 27 July 2006 (as amended) and other applicable Russian laws (collectively, the “**Russian FLs**”). In addition to the provisions of Section 20 of this Agreement, for the purposes of the Russian FLs, the collection of this Data with respect to Russian citizens will be made through a database located in Russia. Any requests to the Company in connection with the Russian FLs (including regarding the access to Data or revocation of consent for processing) may be addressed to the Company through the local human resources representative.

This Agreement does not constitute, and the Company and the Participant do not have an intention to execute, a derivative 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. 39-FZ “On Securities Market”.

i. The Participant grants to the Company consent to processing of his or her personal data by signing and returning the separate consent form provided to them by the Employer in Russia.

The persons designated to be responsible for ensuring that the Company, as applicable, complies with applicable privacy and data protection laws in Russia is the TechnipFMC Data Protection Office who can be reached at [privacy@TechnipFMC.com](mailto:privacy@TechnipFMC.com) or Participant’s local human resources representative.

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### iii. **SAUDI ARABIA**

The provisions of this **Country Schedule for Saudi Arabia** provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in the Kingdom of Saudi Arabia for tax, labor or securities law purposes.

1. **Disclaimer.** This Agreement has not been approved or licensed by Saudi Arabia Monetary Authority (“SAMA”), the Capital Market Authority (“CMA”) or any other relevant licensing authorities or governmental agencies in the Kingdom of Saudi Arabia. This Agreement is strictly private and confidential and the terms of the Agreement and the Plan have not been reviewed by, deposited or registered with or by SAMA, CMA or any other relevant licensing authorities or governmental agencies in the Kingdom of Saudi Arabia. This offer is being issued from outside the Kingdom of Saudi Arabia to a limited number of Employees of a Subsidiary of the Company and must not be provided to any person other than the original recipient and may not be reproduced or used for any other purpose. Further, the information contained in this Agreement and the Plan is not intended to lead to the issue of any securities or the conclusion of any other contract of whatsoever nature within the territory of the Kingdom of Saudi Arabia.

2. **Jurisdiction.** Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC – LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Dubai International Financial Centre The language to be used in the arbitration shall be English.

3. **Securities Law.** Nothing in this Agreement constitutes, is intended to constitute, shall be treated as constituting or shall be deemed to constitute, any offer or sale of securities in the Kingdom of Saudi Arabia or the inward marketing of an investment fund or an attempt to do business, as a bank, an

investment company or otherwise in the Kingdom of Saudi Arabia. This Agreement and the underlying instruments have not been approved, registered or licensed by SAMA, CMA or any other relevant licensing authorities or governmental agencies in the Kingdom of Saudi Arabia.

4. Data Privacy. Participant gives its consent and formally agrees that that Company is fully entitled to disclose its 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 of managing and administrating the plan and to allow the vesting or transfer of any equity compensation grants or shares awarded to said participant.

#### **iv.SINGAPORE**

The provisions of this **Country Schedule for Singapore** provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Singapore for tax, labour or securities law purposes.

1. Securities Law Information. The award of the RSUs and the issuance and delivery of the Shares pursuant to the Plan is being made in reliance of section 273(1)(f) of the Securities and Futures Act, Chapter 289 of Singapore (“SFA”) for which it is exempt from the prospectus requirements under the SFA.

2. Insider Trading. A Participant should be aware of the Singapore insider trading regulations, which may impact the 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 Participant is prohibited from acquiring or selling Shares or rights to Shares (e.g. RSUs) when (a) the Participant possess information that is not generally available but, if the information were generally available, a reasonable person would expect it to have a material effect on the price or value of the Shares, and (b) the Participant knows that the information is not generally available and, if it were generally available, it might have a material effect on the price or value of those Shares.

3. Director / CEO Notification Obligation. If the Participant is a director or chief executive officer (as applicable) of a company incorporated in Singapore which is related to the Company (“Singapore Company”), the Participant is subject to certain disclosure / notification requirements under the Companies Act, Chapter 50 of Singapore. Among these requirements is an obligation to notify the Singapore Company in writing when the Participant acquires an interest (such as shares, debentures, participatory interests, rights, options and contracts) in the Company (e.g. the RSUs). In addition, the Participant must notify the Singapore Company when the Participant disposes of such interest in the Company (including when the Participant acquires or transfers Shares issued upon vesting and settlement of the RSUs). These notifications must be made within two business days of acquiring or disposing of any such interest in the Company. In addition, a notification of the Participant’s interests in the Company must be made within two business days of becoming a director or chief executive officer (as applicable).

In this regard:

i.A “director” includes any person occupying the position of a director of a corporation by whatever name called and includes a person in accordance with whose directions or instructions the directors or the majority of the directors of a corporation are accustomed to act and an alternate or substitute director.

ii.A “chief executive officer”, in relation to a company, means any one or more persons, by whatever name described, who:

- a. is in direct employment of, or acting for or by arrangement with, the company; and



b. is principally responsible for the management and conduct of the business of the company, or part of the business of the company, as the case may be.

iii. The Singapore Company will be deemed to be related to the Company if the Singapore Company is:

- a. the holding company of the Company;
- b. a subsidiary of the Company; or
- c. a subsidiary of the holding company of the Company.

iv. "Business day" means any day other than a Saturday, Sunday or public holiday in Singapore.

4. Taxation Information. In the event that a Participant should be granted an award of the RSU in connection with the Participant's employment in Singapore, any gains or profits derived by the Participant arising from the vesting of such RSU will be taxable in Singapore as part of the Participant's employment remuneration when the RSU vests, regardless of where the Participant is at the time the RSU vests. The Participant may, however, be eligible to enjoy deferment of the payment of tax, arising from RSU gains under incentive schemes operated by the Inland Revenue Authority of Singapore ("IRAS") if the qualifying criteria relating 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 for any period of time up to a maximum of 5 years, subject to filing formalities to be made by the Participant.

The Participant is advised to seek professional tax advice as to the Participant's tax liabilities including, to the extent the Participant is a foreigner, how such gains or profits aforesaid will be taxed at the time the Participant ceases to work in Singapore.

All taxes (including income tax) arising from the award of any RSU or the vesting of any RSU thereon shall be borne by the Participant.

Where the Participant is neither a Singapore citizen nor a Singapore Permanent Resident and is about to leave employment with the Employer (as defined below), the Employer may be required under the Income Tax Act, Chapter 134 of Singapore to deduct or withhold taxes arising from the vesting of the RSU from the Participant's emoluments. The Employer is required to withhold all monies due to the Participant from the day the Employee notifies his/her intention to cease employment or when the Employer notifies the Employee of the termination of employment. An amount equal to the tax amount required to be deducted or withheld will have to be so deducted or withheld by the Employer and paid to the IRAS. Emoluments include income from gains or profits from any employment, which includes any wages, salary, leave pay, fee, commission, bonus, gratuity, perquisite or allowance (other than certain types of allowance) paid or granted in respect of the employment whether in money or otherwise, and any gains or profits, directly or indirectly, derived by any person from a right or benefit to acquire shares in any company where such right or benefit is obtained by reason of any office or employment held by him or her. "Employer" shall mean the Company, a Singapore Subsidiary of the Company, other affiliated company or any other person paying such emoluments, whether on his or her account or on behalf of another person.

5. Data Privacy. By entering into the Agreement, Participant consents to the processing and transfer of Data by Company for the Purposes.

**v.SPAIN**

The provisions of this **Country Schedule for Spain** provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Spanish Employees and corporate officers who are resident in Spain for tax, labour and securities law purposes.

Notwithstanding any other provisions of the Plan, RSUs granted under this Country Schedule for Spain to Participants resident in Spain are subject to the following additional conditions:

1. **Non-transferability of RSUs.** The RSUs may neither be sold, pledged, assigned nor transferred unless and until the Shares underlying the RSUs have been issued, and all restrictions applicable to such Shares have lapsed. Any effort to assign or transfer a RSU will be ineffective and may result in the Company terminating the RSUs.

2. **Withholding.** Whenever the RSUs are vested, the Company or its relevant subsidiary in which the Participant is an Employee (the “Relevant Subsidiary”), in accordance with the terms of the Plan, will comply with all applicable withholding tax laws and social security, and will be entitled to take any action necessary to effectuate such compliance. The Participant hereby agrees that the Company or the Relevant Subsidiary may withhold Shares otherwise issuable upon the settlement of the RSUs, sufficient for the Company or the Relevant Subsidiary to cover an amount required by law to be withheld or otherwise arising with 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 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 pursuant to the Applicable Law, no greater than the aggregate amount of such liabilities based on the maximum statutory withholding rates for tax purposes, in accordance with Applicable Law to such taxable income (or such other amount as would not result in adverse financial accounting consequences for the Company or any of its Subsidiaries).

3. In the absolute discretion of the Administrator, the Company or the Relevant Subsidiary may authorise the Participant to satisfy the withholding amounts referred to above by means of a cash payment. Request for such cash payment shall be made in writing by the Participant in a form acceptable to the Administrator and shall be subject to the following restrictions: (i) 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 Applicable Law; and (ii) once made, the election shall be irrevocable as to the particular Shares for which the election is made. Any adverse consequences for the Participant arising in connection with the withholding procedures described above shall be the sole responsibility of the Participant.

4. **No Stockholders Rights.** Neither the Participant nor any other person entitled to exercise the RSUs will have any of the rights of a stockholder or Dividend Equivalents with respect to the Shares subject to the RSUs, except to the extent and until the Shares subject to the RSUs have been issued and the Participant has become the record owner of such Shares.

5. **Exchange Control Information.** Participant must declare the acquisition of Shares to the Spanish Dirección General de Comercio Internacional e Inversiones within the following month to the date of acquisition of the Shares. This declaration is provided to the Ministry of Economy and Competitiveness for statistical purposes only.

6. In the event that the Shares acquired pursuant to this Plan exceed certain thresholds (whether in the stake in the share capital of the Company or in the value of such stake), Participant will have to make an annual declaration to the Spanish Dirección General de Comercio Internacional e Inversiones about the development of the investment in non-resident entities by, within the first nine months of each calendar year.

7. No Entitlement for Claims or Compensation. Participant understands that the Company has unilaterally, gratuitously and discretionally decided to grant the RSUs under the Plan, extraordinary in nature, to individuals who may be Employees throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any of its Subsidiaries on an ongoing basis. Consequently, Participant understands that the RSUs are granted on the assumption and condition that RSUs and the Shares issued pursuant to vesting of the RSUs may not increase in value and that, in any event, are not part of Participant's ordinary or expected compensation, and shall not be considered for the purposes of determining any severance pay (*indemnización por despido o cese*) or compensation otherwise due in the event of resignation (*dimisión*) or dismissal (*despido*), compensation under any collective dismissal scheme (*expediente de regulación de empleo*) or for termination of services (*finalización de servicios*), gratuity (*gratificación*), compensation under any non-compete covenant (*no concurrencia*), bonus for length of services (*bonus por antigüedad*), pension or retirement related benefits (*pensión o prestación de jubilación*), compensation for early retirement (*compensación por prejubilación*), damages or any other payment whatsoever. Further, unless otherwise expressly provided in the Plan, Participant understands that Participant will not be entitled to continue vesting the RSUs once Participant's service with the Company or the relevant Subsidiary ceases. In addition, Participant understands that this grant would not be made to Participant but for the assumptions and conditions referred to above; thus, Participant acknowledges acknowledge and freely accepts that should 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 void.

8. Definitions. For all purposes of this Agreement and the Plan the following defined terms shall apply:

a. "Detrimental Activity" means the Participant incurring in any of the grounds for disciplinary dismissal regulated in Article 54 of the Spanish Workers' Statute.

b. "Good Reason" means, for an Employee, termination based on the grounds set forth in Article 50 of the Spanish Workers' Statute. For senior executives (*altos directivos*), the termination based on the grounds set forth in Article 10.3, sections (a), (b) or (c) of Royal Decree 1382/1985, of 1 August 1985, governing the special employment relationship of senior executives. For corporate officers ("*consejeros ejecutivos*") not holding an employment status, the definition of "Good Reason" shall be that set forth in the relevant services agreement and, otherwise, the same as that set forth in the Agreement, adapted *mutatis mutandis* to a corporate officer.

c. "Retirement" means termination of the Participant's employment contract and/or service agreement, by either party, at a time the Participant reaches the ordinary retirement age as determined in Article 205 and Seventh Transitory Provision of the Spanish Social Security Act ("*Ley General de Seguridad Social*").

## **vi. THAILAND**

1. Notice. Any notice to the Company provided for in this Agreement shall be addressed to it in case of its Secretary, TechnipFMC plc, , John T. Gremp Campus, 13450 Lockwood Road, Houston, Texas 77044, and any notice to the Participant (or other person entitled to receive the RSUs) will be addressed to such person at the Participant's address now on file with the Company, or to such other address as either may designate to the other in writing.

Any document, notice or demand required or permitted to be given or made by any of the parties hereto shall be deemed to be sufficiently given or made by way of the following:

i.if by letter, when delivered personally or on actual receipt; and

ii.if by facsimile, when received in legible form.

A notice given in accordance with the above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

2. **Governing Law.** Choice of Law: The choice of law to be the laws of the State of Delaware will be recognized in the 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 discretion of said Courts and (b) not considered contrary to the public order or good morals of the people of Thailand. The scope of public order and good morals of the people of Thailand are issues to be interpreted by the Supreme Court of Thailand.

#### **vii. UNITED ARAB EMIRATES**

The provisions of this **Country Schedule for United Arab Emirates** provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in the UAE for tax, labour or securities law purposes.

1. **Disclaimer.** This Agreement has not been approved or licensed by the Securities and Commodities Authority or any other relevant licensing authorities or governmental agencies in the United Arab Emirates. This Agreement is strictly private and confidential and the terms of the Agreement and the Plan have not been reviewed by, deposited or registered with the Securities and Commodities Authority or any other licensing authority or governmental agencies in the United Arab Emirates. This offer is being issued from outside the United Arab Emirates to a limited number of Employees of a Subsidiary of the Company and must not be provided to any person other than the original recipient and may not be reproduced or used for any other purpose. Further, the information contained in this Agreement and the Plan is not intended to lead to the issue of any securities or the conclusion of any other contract of whatsoever nature within the territory of the United Arab Emirates.

2. **Jurisdiction.** Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC – LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Dubai International Financial Centre The language to be used in the arbitration shall be English.

This Agreement does not form part of the Participant's employment for any purposes whatsoever.

#### **viii. UNITED KINGDOM**

The Agreement together with these UK specific terms form the rules of the employee share scheme applicable to the United Kingdom based Employees of the Company and any Subsidiaries. All Awards granted to Employees of the Company or any Subsidiaries who are based in the United Kingdom will be granted on similar terms. This Agreement incorporates the terms of the Plan with the exception that in the United Kingdom only Employees of the Company or any Subsidiaries are eligible to be granted RSUs. Other Eligible Individuals who are not Employees are not eligible to receive RSUs in the United Kingdom.

1. **Tax Indemnity.** Participant agrees to indemnify and keep indemnified the Company, any Subsidiary, any Parent and his/her Employer, if different, from and against any liability for or obligation to pay any Tax Liability (a "Tax Liability" being any liability for income tax, employee's National Insurance contributions and (at the discretion of the Company) employer's National Contributions (or other similar obligations to pay tax and social security wherever in the world 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 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 of any Shares (each of those events referred to as a “Taxable Event”).

2. Tax Liability. RSUs will not vest or be acquired by Participant until Participant has made such arrangements as the Company may require for the satisfaction of any Tax Liability that may arise in connection with the grant or vesting of the Awards and/or the acquisition of the Shares by the Participant. The Company shall not be required to issue, allot or transfer Shares until Participant has satisfied this obligation.

3. Election. Participant undertakes that, upon request by the Company, he/she will (on or within 14 days of acquiring the Shares) join with his/her Employer in electing, pursuant to Section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 (“ITEPA”) that, for relevant tax purposes, the market value of the Shares acquired on Vesting of the RSUs on any occasion will be calculated as if the Shares were not restricted and Sections 425 to 430 (inclusive) of ITEPA are not to apply to such Shares.

4. Acknowledgement. Participant acknowledges that neither this UK Agreement nor the Plan has been issued, nor has it been approved by, an authorised person within the meaning of the Financial Services and Markets Act 2000 of the United Kingdom and is being directed at the Participant because the offer to which this UK Agreement and the Plan relate has been determined as having regard to the Participant’s circumstances as an Employee of the Company or one of its Subsidiaries. This UK Agreement is strictly confidential and is not for distribution to, and may not be acted upon by, any other person other than the person to whom it has been specifically addressed.

5. For the purposes of this Agreement and the Plan, the following defined term applies:

iii. “Retirement” means the termination of the Participant’s employment at the age when he or she becomes eligible to receive a state pension in the UK.

iv. “Restricted Area” means each country, territory, county, borough, or equivalent thereof in which (A) the Company or a Subsidiary that employs the Participant has customers or service assignments about which Participant received or obtained Confidential Information during his/her employment; (B) the Participant had a customer or service assignment for the Company or any Subsidiary in the one-year period preceding, or (C) in which the Company or any Subsidiary had a work site, job site, facility, or office at which the Participant had work activity for the Company or any Subsidiary in the one-year period preceding.

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO RULE 13A-14(A) AND RULE 15D-14(A)  
OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED**

I, Douglas J. Pferdehirt, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the period ended March 31, 2021 of TechnipFMC plc (the "registrant");
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 make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 3, 2021

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/s/ DOUGLAS J. PFERDEHIRT  
Douglas J. Pferdehirt  
Executive Chairman and Chief Executive Officer  
(Principal Executive Officer)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER  
PURSUANT TO RULE 13A-14(A) AND RULE 15D-14(A)  
OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED**

I, Alf Melin, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the period ended March 31, 2021 of TechnipFMC plc (the “registrant”);
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 make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: May 3, 2021

/s/ ALF MELIN

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Alf Melin

Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)



**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
UNDER SECTION 906 OF THE SARBANES-OXLEY  
ACT OF 2002, 18 U.S.C. SECTION 1350**

I, Douglas J. Pferdehirt, Executive Chairman and Chief Executive Officer of TechnipFMC plc (the "Company"), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (a) The Quarterly Report on Form 10-Q of the Company for the period ended March 31, 2021, as filed with the Securities and Exchange Commission (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 3, 2021

/s/ DOUGLAS J. PFERDEHIRT

Douglas J. Pferdehirt  
Executive Chairman and Chief Executive Officer  
(Principal Executive Officer)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER  
UNDER SECTION 906 OF THE SARBANES-OXLEY  
ACT OF 2002, 18 U.S.C. SECTION 1350**

I, Alf Melin, Executive Vice President and Chief Financial Officer of TechnipFMC plc (the "Company"), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (a) The Quarterly Report on Form 10-Q of the Company for the period ended March 31, 2021, as filed with the Securities and Exchange Commission (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 3, 2021

/s/ ALF MELIN

Alf Melin

Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)