

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, 2020

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 29, 2020
Ordinary shares, \$1.00 par value per share	448,303,413

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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 associated with disease outbreaks and other public health issues, including the coronavirus disease 2019 (“COVID-19”), their impact on the global economy and the business of our company, customers, suppliers and other partners, changes in, and the administration of, treaties, laws, and regulations, including in response to such issues and the potential for such issues to exacerbate other risks we face, including those related to the factors listed or referenced below;
- risks associated with our ability to consummate our proposed separation and spin-off;
- unanticipated changes relating to competitive factors in our industry;
- demand for our products and services, which is affected by changes in the price of, and demand for, crude oil and natural gas in domestic and international markets;
- our ability to develop and implement new technologies and services, as well as our ability to protect and maintain critical intellectual property assets;
- potential liabilities arising out of the installation or use of our products;
- cost overruns related to our fixed price contracts or capital asset construction projects that may affect revenues;
- our ability to timely deliver our backlog and its effect on our future sales, profitability, and our relationships with our customers;
- our reliance on subcontractors, suppliers and joint venture partners in the performance of our contracts;
- our ability to hire and retain key personnel;
- piracy risks for our maritime employees and assets;
- the potential impacts of seasonal and weather conditions;
- the cumulative loss of major contracts or alliances;
- U.S. and international laws and regulations, including existing or future environmental regulations, that may increase our costs, limit the demand for our products and services or restrict our operations;
- 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 NYSE and Euronext Paris, respectively;

- the United Kingdom's withdrawal from the European Union;
- risks associated with being an English public limited company, including the need for "distributable profits", shareholder approval of certain capital structure decisions, and the risk that we may not be able to pay dividends or repurchase shares in accordance with our announced capital allocation plan;
- compliance with covenants under our debt instruments and conditions in the credit markets;
- downgrade in the ratings of our debt could restrict our ability to access the debt capital markets;
- the outcome of uninsured claims and litigation against us;
- the risks of currency exchange rate fluctuations associated with our international operations;
- risks related to our acquisition and divestiture activities;
- failure of our information technology infrastructure or any significant breach of security, including related to cyber attacks, and actual or perceived failure to comply with data security and privacy obligations;
- risks associated with tax liabilities, changes in U.S. federal or international tax laws or interpretations to which we are subject; and
- 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 or the U.K. Financial Conduct Authority.

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,	
	2020	2019
<b>Revenue</b>		
Service revenue	\$ 2,307.7	\$ 2,051.1
Product revenue	771.6	799.3
Lease revenue	51.0	62.6
<b>Total revenue</b>	<b>3,130.3</b>	<b>2,913.0</b>
<b>Costs and expenses</b>		
Cost of service revenue	1,991.4	1,644.2
Cost of product revenue	672.3	721.7
Cost of lease revenue	38.0	46.0
Selling, general and administrative expense	293.9	297.8
Research and development expense	35.2	39.9
Impairment, restructuring and other expenses (Note 17)	3,208.4	16.5
Separation costs (Note 2)	27.1	—
Merger transaction and integration costs	—	12.1
<b>Total costs and expenses</b>	<b>6,266.3</b>	<b>2,778.2</b>
Other income (expense), net	(28.5)	(26.2)
Income from equity affiliates (Note 11)	28.8	13.9
Income (Loss) before net interest expense and income taxes	(3,135.7)	122.5
Net interest expense	(72.3)	(88.2)
Income (loss) before income taxes	(3,208.0)	34.3
Provision for income taxes (Note 19)	37.7	14.5
<b>Net income (loss)</b>	<b>(3,245.7)</b>	<b>19.8</b>
Net (income) loss attributable to non-controlling interests	(10.4)	1.1
<b>Net income (loss) attributable to TechnipFMC plc</b>	<b>\$ (3,256.1)</b>	<b>\$ 20.9</b>
<b>Earnings (loss) per share attributable to TechnipFMC plc (Note 7)</b>		
Basic	\$ (7.28)	\$ 0.05
Diluted	\$ (7.28)	\$ 0.05
<b>Weighted average shares outstanding (Note 7)</b>		
Basic	447.5	450.1
Diluted	447.5	453.3

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,	
	2020	2019
<b>Net income (loss)</b>	\$ (3,245.7)	\$ 19.8
Foreign currency translation adjustments <sup>(a)</sup>	(217.9)	20.9
<i>Net gains (losses) on hedging instruments</i>		
Net gains (losses) arising during the period	(89.3)	16.0
Reclassification adjustment for net losses included in net income	0.1	(0.3)
<b>Net gains (losses) on hedging instruments<sup>(b)</sup></b>	<b>(89.2)</b>	<b>15.7</b>
<i>Pension and other post-retirement benefits</i>		
Net gains (losses) arising during the period	(0.7)	0.5
Reclassification adjustment for amortization of prior service cost included in net income	0.3	0.3
Reclassification adjustment for amortization of net actuarial loss included in net income	2.2	—
<b>Net pension and other postretirement benefits<sup>(c)</sup></b>	<b>1.8</b>	<b>0.8</b>
Other comprehensive (income) losses, net of tax	(305.3)	37.4
<b>Comprehensive income (loss)</b>	<b>(3,551.0)</b>	<b>57.2</b>
Comprehensive loss attributable to non-controlling interest	0.7	0.4
<b>Comprehensive income (loss) attributable to TechnipFMC plc</b>	<b>\$ (3,550.3)</b>	<b>\$ 57.6</b>

(a) Net of income tax (expense) benefit of nil and nil for the three months ended March 31, 2020 and 2019, respectively.

(b) Net of income tax (expense) benefit of \$22.5 million and \$0.1 million for the three months ended March 31, 2020 and 2019, respectively.

(c) Net of income tax (expense) benefit of \$(0.6) million and \$(0.1) million for the three months ended March 31, 2020 and 2019, 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, 2020	December 31, 2019
<b>Assets</b>		
Cash and cash equivalents	\$ 4,999.4	\$ 5,190.2
Trade receivables, net of allowances of \$100.8 in 2020 and \$95.4 in 2019	2,208.8	2,287.1
Contract assets	1,402.9	1,520.0
Inventories, net (Note 8)	1,347.5	1,416.0
Derivative financial instruments (Note 20)	353.3	101.9
Income taxes receivable	269.9	264.6
Advances paid to suppliers	279.7	242.9
Other current assets (Note 9)	968.6	863.7
<b>Total current assets</b>	<b>11,830.1</b>	<b>11,886.4</b>
Investments in equity affiliates	321.3	300.4
Property, plant and equipment, net of accumulated depreciation of \$2,355.0 in 2020 and \$2,288.8 in 2019	2,852.5	3,162.0
Operating lease right-of-use assets	826.4	892.6
Goodwill	2,461.0	5,598.3
Intangible assets, net of accumulated amortization of \$779.7 in 2020 and \$763.4 in 2019	1,049.5	1,086.6
Deferred income taxes	238.5	260.5
Derivative financial instruments (Note 20)	84.0	39.5
Other assets	264.3	292.5
<b>Total assets</b>	<b>\$ 19,927.6</b>	<b>\$ 23,518.8</b>
<b>Liabilities and equity</b>		
Short-term debt and current portion of long-term debt (Note 14)	\$ 586.7	\$ 495.4
Operating lease liabilities	245.0	275.1
Accounts payable, trade	2,551.2	2,659.8
Contract liabilities	4,653.5	4,585.1
Accrued payroll	368.7	411.5
Derivative financial instruments (Note 20)	485.6	141.3
Income taxes payable	120.4	75.7
Other current liabilities (Note 9)	1,403.5	1,494.5
<b>Total current liabilities</b>	<b>10,414.6</b>	<b>10,138.4</b>
Long-term debt, less current portion (Note 14)	3,823.9	3,980.0
Operating lease liabilities	644.9	681.7
Deferred income taxes	57.7	138.2
Accrued pension and other post-retirement benefits, less current portion	347.4	368.6
Derivative financial instruments (Note 20)	98.2	52.7
Other liabilities	416.6	430.0
<b>Total liabilities</b>	<b>15,803.3</b>	<b>15,789.6</b>
Commitments and contingent liabilities (Note 18)		
<b>Mezzanine equity</b>		
Redeemable non-controlling interest	39.5	41.1
<b>Stockholders' equity (Note 15)</b>		
Ordinary shares, \$1.00 par value; 618.3 shares and 618.3 shares authorized in 2020 and 2019, respectively; 448.3 shares and 447.1 shares issued and outstanding in 2020 and 2019, respectively; 0.0 and 4.0 shares canceled in 2020 and 2019, respectively	448.3	447.1
Capital in excess of par value of ordinary shares	10,196.8	10,182.8
(Accumulated deficit) retained earnings	(4,887.0)	(1,563.1)
Accumulated other comprehensive loss	(1,701.7)	(1,407.5)
<b>Total TechnipFMC plc stockholders' equity</b>	<b>4,056.4</b>	<b>7,659.3</b>
Non-controlling interests	28.4	28.8
<b>Total equity</b>	<b>4,084.8</b>	<b>7,688.1</b>
<b>Total liabilities and equity</b>	<b>\$ 19,927.6</b>	<b>\$ 23,518.8</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,	
	2020	2019
<i>Cash provided (required) by operating activities</i>		
Net income (loss)	\$ (3,245.7)	\$ 19.8
<i>Adjustments to reconcile net income to cash provided (required) by operating activities</i>		
Depreciation	89.5	88.9
Amortization	30.9	30.5
Impairments	3,188.0	0.9
Employee benefit plan and share-based compensation costs	18.3	20.9
Deferred income tax provision (benefit), net	(54.3)	(90.8)
Unrealized loss on derivative instruments and foreign exchange	105.6	29.2
Income from equity affiliates, net of dividends received	(25.4)	(9.9)
Other	47.2	72.7
<i>Changes in operating assets and liabilities, net of effects of acquisitions</i>		
Trade receivables, net and contract assets	(50.5)	131.8
Inventories, net	(30.2)	(61.5)
Accounts payable, trade	(4.2)	(148.6)
Contract liabilities	181.5	186.1
Income taxes payable (receivable), net	34.0	20.8
Other current assets and liabilities, net	(375.2)	(126.3)
Other noncurrent assets and liabilities, net	118.4	(43.1)
<b>Cash provided by operating activities</b>	<b>27.9</b>	<b>121.4</b>
<i>Cash provided (required) by investing activities</i>		
Capital expenditures	(83.5)	(178.2)
Payment to acquire debt securities	—	(59.7)
Cash received from divestiture	2.5	—
Proceeds from sale of assets	7.5	0.9
<b>Cash required by investing activities</b>	<b>(73.5)</b>	<b>(237.0)</b>
<i>Cash required by financing activities</i>		
Net increase in short-term debt	87.0	114.5
Net decrease in commercial paper	(578.5)	(450.4)
Proceeds from revolving credit facility	500.0	—
Proceeds from issuance of long-term debt	—	96.2
Purchase of ordinary shares	—	(33.0)
Payments related to taxes withheld on share-based compensation	(3.2)	—
Settlements of mandatorily redeemable financial liability	(4.2)	(174.9)
<b>Cash provided (required) by financing activities</b>	<b>1.1</b>	<b>(447.6)</b>
Effect of changes in foreign exchange rates on cash and cash equivalents	(146.3)	(11.5)
Decrease in cash and cash equivalents	(190.8)	(574.7)
Cash and cash equivalents, beginning of period	5,190.2	5,540.0
Cash and cash equivalents, end of period	\$ 4,999.4	\$ 4,965.3

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, 2020**

(In millions)	Ordinary Shares	Ordinary Shares Held in Treasury and Employee Benefit Trust	Capital in Excess of Par Value of Ordinary Shares	(Accumulated deficit) retained earnings	Accumulated Other Comprehensive Income (Loss)	Non- controlling Interest	Total Stockholders' Equity
<b>Balance as of December 31, 2018</b>	\$ 450.5	\$ (2.4)	\$ 10,197.0	\$ 1,072.2	\$ (1,359.7)	\$ 31.3	\$ 10,388.9
Adoption of accounting standards	—	—	—	1.8	—	—	1.8
Net income (loss)	—	—	—	20.9	—	(1.1)	19.8
Other comprehensive income	—	—	—	—	36.7	0.7	37.4
Cancellation of ordinary shares	(2.2)	—	(47.9)	—	—	—	(50.1)
Net sales of ordinary shares for employee benefit trust	—	2.4	—	—	—	—	2.4
Cash dividends declared (\$0.13 per share)	—	—	—	(58.5)	—	—	(58.5)
Share-based compensation (Note 16)	—	—	20.4	—	—	—	20.4
Other	—	—	—	11.5	—	—	11.5
<b>Balance as of March 31, 2019</b>	<u>\$ 448.3</u>	<u>\$ —</u>	<u>\$ 10,169.5</u>	<u>\$ 1,047.9</u>	<u>\$ (1,323.0)</u>	<u>\$ 30.9</u>	<u>\$ 10,373.6</u>
<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 4)	—	—	—	(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 16)	—	—	21.6	—	—	—	21.6
Other	—	—	—	(0.8)	—	0.3	(0.5)
<b>Balance as of March 31, 2020</b>	<u>\$ 448.3</u>	<u>\$ —</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>

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, 2019.

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, 2020.

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

**NOTE 2. PLANNED SEPARATION TRANSACTION**

On August 26, 2019, we announced that our Board of Directors had unanimously approved a plan to separate our Onshore/Offshore segment and Loading Systems and process automation businesses into an independent, publicly traded company (“Technip Energies”). In connection with the planned transaction, we renamed our Onshore/Offshore segment to Technip Energies in the first quarter of 2020. Due to the COVID-19 pandemic, the sharp decline in commodity prices, and the heightened volatility in global equity markets, on March 15, 2020, we announced the postponement of the completion of the transaction until the markets sufficiently recover. The transaction will be subject to general market conditions, regulatory approvals, consultation of employee representatives, where applicable, and final approval from our Board of Directors. We have incurred \$27.1 million of separation costs associated with the planned transaction for the three months ended March 31, 2020.

**NOTE 3. BUSINESS COMBINATION TRANSACTIONS**

On December 30, 2019, we completed the acquisition of the remaining 50% interest in Technip Odebrecht PLSV CV (“TOP CV”). TOP CV was formed as a joint venture between Technip SA and Ocyan SA to provide pipeline installation ships to Petroleo Brasileiro SA (“Petrobras”) for their work in oil and gas fields offshore Brazil with results reported in our Subsea segment using the equity method of accounting. Subsequent to this transaction the investment became a fully consolidated entity. In connection with the acquisition, we acquired \$391.0 million in assets, including two vessels valued at \$335.2 million. In addition, we assumed \$239.9 million of liabilities, including a \$203.1 million term loan.

There were no significant acquisitions or other type of business combinations during the three months ended March 31, 2020 and 2019.

## NOTE 4. NEW ACCOUNTING STANDARDS

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

Effective January 1, 2020, we adopted ASU No. 2018-13, "*Fair Value Measurement (Topic 820): Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement.*" This update modifies the disclosure requirement on fair value measurements in Topic 820. The amendments on changes in unrealized gains and losses, the range and weighted average of significant unobservable inputs used to develop Level 3 fair value measurements, and the narrative description of measurement uncertainty should be applied prospectively. The adoption of this update concerns presentation and disclosure only as it relates to our consolidated financial statements. See Note 21 for our fair value measurements disclosure.

Effective January 1, 2020, we adopted ASU No. 2018-15, "*Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract (a consensus of the FASB Emerging Issues Task Force).*" This update requires that the implementation costs incurred in a cloud computing arrangement that is a service contract are deferred if they would be capitalized based on the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. The adoption of this update did not have a material impact on our consolidated financial statements.

Effective January 1, 2020, we adopted ASU No. 2018-18, "*Collaborative Arrangements (Topic 808)—Clarifying the Interaction between Topic 808 and Topic 606.*" This update clarifies the interaction between the guidance for certain collaborative arrangements and the Revenue Recognition financial accounting and reporting standard. An entity should recognize the cumulative effect of initially applying the amendments as an adjustment to the opening balance of retained earnings of the later of the earliest annual period presented and the annual period that includes the date of the entity's initial application of Topic 606. The adoption of this update concerns presentation and disclosure only with no material impact to our consolidated results.

Effective January 1, 2020, we adopted ASU No. 2019-04, "*Codification Improvements to Topic 326, Financial Instruments—Credit Losses, Topic 815, Derivatives and Hedging, and Topic 825, Financial Instruments.*" The update clarifies and improves areas of guidance related to the recently issued standards including (1) ASU No. 2016-01, "*Financial Instruments—Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Liabilities*", (2) ASU No. 2016-13, "*Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments.*", and (3) ASU No. 2017-12, "*Derivatives and Hedging (Topic 815): Targeted Improvements to Accounting for Hedging Activities*". The adoption of this update concerns presentation and disclosure only with no material impact to our consolidated financial results.

Effective January 1, 2020, we adopted ASU No. 2016-13, "*Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*". This update introduces a new model for recognizing credit losses on financial instruments based on an estimate of current expected credit losses.

#### Adoption of ASU No. 2016-13 "Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments"

In June 2016, the Financial Accounting Standard Board ("FASB") issued ASU No. 2016-13, "*Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments.*" This update introduces a new model for recognizing credit losses on financial instruments based on an estimate of current expected credit losses. The updated guidance applies to (1) loans, accounts receivable, trade receivables, and other financial assets measured at amortized cost, (2) loan commitments and other off-balance sheet credit exposures, (3) debt securities and other financial assets measured at fair value through other comprehensive income, and (4) beneficial interests in securitized financial assets.

Topic 326 was subsequently amended to provide a practical expedient for transition and targeted improvements to the new credit losses standard (ASU 2018-19). We adopted the new credit losses standard as of January 1, 2020, using a modified retrospective transition method through a cumulative-effect adjustment to beginning retained earnings in the period of adoption. The effect of adopting Topic 326 was a decrease in retained earnings of \$7.8 million, which includes a \$2.1 million increase in noncurrent deferred tax assets, with a corresponding decrease in trade receivables, loans, and debt notes receivable.

Financial assets at amortized cost include trade receivables, loans issued to third or related parties, and held to maturity debt securities. These financial assets were presented under other current assets or other assets, as applicable. Contract assets are subject to the credit losses standard per revenue recognition standard.

Trade receivables and contracts assets constitute a homogeneous portfolio, and therefore, to measure the expected credit losses, trade receivables and contract assets have been grouped together. The contract assets relate to unbilled work in progress and have substantially the same risk characteristics as the trade receivables for the same types of contracts. We have therefore concluded that the expected loss rates for trade receivables are a reasonable approximation of the loss rates for the contract assets.

The following table summarizes the balances of financial assets and non-financial asset at amortized cost as of January 1, 2020:

(In millions)	As reported at December 31, 2019	Impact of ASC 326	Balance at January 1, 2020
<b>Asset category</b>			
<i>Loans and Receivables:</i>			
Trade receivables, net	2,287.1	\$ (3.8)	\$ 2,283.3
Loans receivable, net	138.5	(1.5)	137.0
Security deposits and other, net	36.6	(1.0)	35.6
<i>Held-to-maturity</i>			
Debt securities at amortized cost	71.9	(1.1)	70.8
<b>Total financial assets</b>	<b>\$ 2,534.1</b>	<b>\$ (7.4)</b>	<b>\$ 2,526.7</b>
<b>Non-financial assets</b>			
Contract assets, net	\$ 1,520.0	\$ (2.5)	\$ 1,517.5

We manage our receivable 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 fixed assets or businesses, loans to related parties for capital expenditure purposes, or security deposits for lease arrangements. Trade receivables due within one year or less are not required to be included in this disclosure.

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, 2020.

(In millions)	Year of origination	Balance at March 31, 2020
<i>Loans receivables, security deposits and other</i>		
Moody's rating Ba2	2019	\$ 169.3
<i>Debt securities at amortized cost</i>		
Moody's rating B3	2019	70.8
<b>Total financial assets</b>		<b>\$ 240.1</b>

### 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 for the three months ended March 31, 2020.

(In millions)	Balance at March 31, 2020				
	Trade receivables	Contract assets	Loans receivable	Security deposit and other	Held-to-maturity debt securities
<b>Beginning balance in allowance for credit losses</b>	\$ 99.2	\$ 4.0	\$ 9.5	\$ 1.6	\$ 1.1
Current period provision for expected credit losses	3.7	1.4	(0.5)	(0.2)	—
Write-offs charged against the allowance	(0.8)	—	—	—	—
Recoveries	(1.3)	—	—	—	—
<b>Ending balance in the allowance for credit losses</b>	<u>\$ 100.8</u>	<u>\$ 5.4</u>	<u>\$ 9.0</u>	<u>\$ 1.4</u>	<u>\$ 1.1</u>

Other than 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.

#### **Recently Issued 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. The amendments in this ASU are effective for us January 1, 2021. Early adoption is permitted. The amendments in this update are required to be adopted retrospectively. We are currently evaluating the impact of this ASU on our 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. This update is effective for us January 1, 2021 and early adoption is permitted. We are currently evaluating the impact of this ASU on our 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. The amendment is effective from January 1, 2021 and early adoption is permitted. We are currently evaluating the impact of this ASU on our consolidated financial statements.

In March 2020, the FASB issued ASU No. 2020-04, "Facilitation of the Effects of Reference Rate Reform on Financial Reporting (Topic 848)". The amendments in this update 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 consolidated financial statements.

## NOTE 5. 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, 2020 and 2019:

(In millions)	Reportable Segments					
	Three Months Ended					
	March 31, 2020			March 31, 2019		
	Subsea	Technip Energies	Surface Technologies	Subsea	Technip Energies	Surface Technologies
Europe, Russia, Central Asia	\$ 423.1	\$ 607.3	\$ 50.3	\$ 399.6	\$ 641.6	\$ 55.8
Americas	436.5	296.7	149.3	377.1	160.4	193.2
Asia Pacific	137.6	283.8	34.3	99.7	301.9	45.0
Africa	214.6	209.8	13.6	145.8	60.4	11.3
Middle East	21.8	150.1	50.5	135.2	170.8	52.6
<b>Total products and services revenue</b>	<b>\$ 1,233.6</b>	<b>\$ 1,547.7</b>	<b>\$ 298.0</b>	<b>\$ 1,157.4</b>	<b>\$ 1,335.1</b>	<b>\$ 357.9</b>

The following tables represent revenue by contract type for each reportable segment for the three months ended March 31, 2020 and 2019:

(In millions)	Reportable Segments					
	Three Months Ended					
	March 31, 2020			March 31, 2019		
	Subsea	Technip Energies	Surface Technologies	Subsea	Technip Energies	Surface Technologies
Services	\$ 717.5	\$ 1,534.1	\$ 56.1	\$ 645.6	\$ 1,335.1	\$ 70.4
Products	516.1	13.6	241.9	511.8	—	287.5
<b>Total products and services revenue</b>	<b>1,233.6</b>	<b>1,547.7</b>	<b>298.0</b>	<b>1,157.4</b>	<b>1,335.1</b>	<b>357.9</b>
Lease	19.5	—	31.5	27.9	—	34.7
<b>Total revenue</b>	<b>\$ 1,253.1</b>	<b>\$ 1,547.7</b>	<b>\$ 329.5</b>	<b>\$ 1,185.3</b>	<b>\$ 1,335.1</b>	<b>\$ 392.6</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 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 liabilities as of March 31, 2020 and December 31, 2019:

(In millions)	March 31, 2020	December 31, 2019	\$ change	% change
Contract assets	\$ 1,402.9	\$ 1,520.0	\$ (117.1)	(7.7)
Contract (liabilities)	(4,653.5)	(4,585.1)	(68.4)	(1.5)
<b>Net contract liabilities</b>	<b>\$ (3,250.6)</b>	<b>\$ (3,065.1)</b>	<b>\$ (185.5)</b>	<b>(6.1)</b>

The decrease in our contract assets from December 31, 2019 to March 31, 2020 was primarily due to the timing of milestones.

The increase in our contract liabilities was primarily due to additional cash received, excluding amounts recognized as revenue 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. Revenue recognized for the three months ended March 31, 2020 and 2019 that was included in the contract liabilities balance at December 31, 2019 and 2018 was \$417.1 million and \$867.2 million, respectively.

In addition, net revenue recognized for the three months ended March 31, 2020 and 2019 from our performance obligations satisfied in previous periods had favorable impacts of \$57.3 million and \$167.7 million, respectively. This primarily relates to the changes in the estimate of the stage of completion that impacted 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. 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, 2020, the aggregate amount of the transaction price allocated to order backlog was \$21,962.1 million. We expect to recognize revenue on approximately 37.4% of the order backlog through 2020 and 62.6% thereafter.

The following table details the order backlog for each business segment as of March 31, 2020:

(In millions)	2020	2021	Thereafter
Subsea	\$ 3,100.0	\$ 2,800.0	\$ 1,873.5
Technip Energies	4,828.3	5,232.0	3,706.3
Surface Technologies	283.8	136.8	1.4
<b>Total order backlog</b>	<b>\$ 8,212.1</b>	<b>\$ 8,168.8</b>	<b>\$ 5,581.2</b>

#### **NOTE 6. 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.

We report the results of operations in the following segments:

- *Subsea* - designs and manufactures products and systems, performs engineering, procurement and project management, and provides services used by oil and gas companies involved in offshore exploration and production of crude oil and natural gas.
- *Technip Energies* - offers extensive experience, knowledge and unique project management capabilities in Onshore and Offshore hydrocarbon infrastructure businesses; it also combines its leading engineering and construction capabilities with its technological know-how, products and services to develop new solutions that will support the world's energy transition.
- *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.

Beginning in the first quarter of 2020, in anticipation of our separation transaction, we renamed our Onshore/Offshore segment to Technip Energies, which includes our Loading Systems business that was previously reported in the Surface Technologies segment and our process automation business, Cybernetix, that was previously reported in the Subsea segment. Prior year information has not been restated due to these businesses not being material.

Segment operating profit 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: corporate staff expense, net interest income (expense) associated with corporate debt facilities, income taxes, and other revenue and other expense, net.

Segment revenue and segment operating profit were as follows:

(In millions)	Three Months Ended	
	March 31,	
	2020	2019
<i>Segment revenue</i>		
Subsea	\$ 1,253.1	\$ 1,185.3
Technip Energies	1,547.7	1,335.1
Surface Technologies	329.5	392.6
<b>Total revenue</b>	<b>\$ 3,130.3</b>	<b>\$ 2,913.0</b>
<i>Segment operating profit (loss)</i>		
Subsea	\$ (2,750.7)	\$ 49.9
Technip Energies	151.2	155.7
Surface Technologies	(424.0)	10.5
<b>Total segment operating profit (loss)</b>	<b>\$ (3,023.5)</b>	<b>\$ 216.1</b>
<i>Corporate items</i>		
Corporate expense <sup>(a)</sup>	\$ (112.2)	\$ (93.6)
Net interest expense	(72.3)	(88.2)
<b>Total corporate items</b>	<b>(184.5)</b>	<b>(181.8)</b>
<b>Income (loss) before income taxes<sup>(b)</sup></b>	<b>\$ (3,208.0)</b>	<b>\$ 34.3</b>

(a) Corporate expense primarily includes corporate staff expenses, legal reserve, stock-based compensation expenses, other employee benefits, certain foreign exchange gains and losses, and merger transaction integration and separation expenses.

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



Segment assets were as follows:

(In millions)	March 31, 2020	December 31, 2019
<b>Segment assets</b>		
Subsea	\$ 7,510.5	\$ 10,824.2
Technip Energies	4,747.7	4,448.8
Surface Technologies	1,739.6	2,246.4
Intercompany eliminations	(26.4)	(33.9)
<b>Total segment assets</b>	<b>13,971.4</b>	<b>17,485.5</b>
Corporate <sup>(a)</sup>	5,956.2	6,033.3
<b>Total assets</b>	<b>\$ 19,927.6</b>	<b>\$ 23,518.8</b>

(a) Corporate includes cash, LIFO adjustments, deferred income tax balances, property, plant and equipment not associated with a specific segment, pension assets and the fair value of derivative financial instruments.

## NOTE 7. EARNINGS (LOSS) PER SHARE

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

(In millions, except per share data)	Three Months Ended	
	March 31,	
	2020	2019
Net income (loss) attributable to TechnipFMC plc	\$ (3,256.1)	\$ 20.9
Weighted average number of shares outstanding	447.5	450.1
Dilutive effect of restricted stock units	—	1.0
Dilutive effect of performance shares	—	2.2
<b>Total shares and dilutive securities</b>	<b>447.5</b>	<b>453.3</b>
<b>Basic earnings (loss) per share attributable to TechnipFMC plc</b>	<b>\$ (7.28)</b>	<b>\$ 0.05</b>
<b>Diluted earnings (loss) per share attributable to TechnipFMC plc</b>	<b>\$ (7.28)</b>	<b>\$ 0.05</b>

As of March 31, 2020, the net result was a loss. Certain restricted stock units and performance shares had an anti-dilutive effect; as a consequence, potential shares linked to those instruments were not taken into account in the diluted weighted average number of shares or in the calculation of diluted earnings (loss) per share.

## NOTE 8. INVENTORIES

Inventories consisted of the following:

(In millions)	March 31, 2020	December 31, 2019
Raw materials	\$ 301.4	\$ 347.5
Work in process	304.9	290.2
Finished goods	741.2	778.3
<b>Inventories, net</b>	<b>\$ 1,347.5</b>	<b>\$ 1,416.0</b>

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

Other current assets consisted of the following:

(In millions)	March 31, 2020	December 31, 2019
Value-added tax receivables	438.0	395.2
Sundry receivables	112.0	69.6
Prepaid expenses	110.1	66.8
Other taxes receivables	89.7	100.7
Held-to-maturity investments	49.7	49.7
Current financial assets at amortized cost	41.1	42.0
Asset held for sale	11.2	25.8
Other	116.8	113.9
<b>Total other current assets</b>	<b>\$ 968.6</b>	<b>\$ 863.7</b>

Other current liabilities consisted of the following:

(In millions)	March 31, 2020	December 31, 2019
Value added tax and other taxes payable	257.7	240.4
Warranty accruals and project contingencies	219.6	310.1
Legal provisions	173.1	183.6
Redeemable financial liability	131.4	129.1
Social security liability	121.5	116.5
Provision	43.1	53.2
Compensation accrual	21.6	89.6
Current portion of accrued pension and other post-retirement benefits	19.8	14.9
Liabilities held for sale	9.3	9.3
Other accrued liabilities	406.4	347.8
<b>Total other current liabilities</b>	<b>\$ 1,403.5</b>	<b>\$ 1,494.5</b>

## NOTE 10. WARRANTY OBLIGATIONS

A reconciliation of warranty obligations for the three months ended March 31, 2020 and 2019 is as following:

(In millions)	Three Months Ended	
	March 31,	
	2020	2019
Balance at beginning of period	\$ 193.5	\$ 234.4
Warranty expenses	10.6	7.2
Adjustment to existing accruals	(52.4)	(56.1)
Claims paid	(3.1)	(4.0)
<b>Balance at end of period</b>	<b>\$ 148.6</b>	<b>\$ 181.5</b>

## NOTE 11. EQUITY METHOD INVESTMENTS

Our income from equity affiliates included in each of our reporting segments was as follows:

(In millions)	Three Months Ended	
	March 31,	
	2020	2019
Subsea	\$ 21.1	\$ 15.1
Technip Energies	7.7	(1.2)
<b>Income from equity affiliates</b>	<b>\$ 28.8</b>	<b>\$ 13.9</b>

## NOTE 12. RELATED PARTY TRANSACTIONS

Receivables, payables, revenues, and expenses, which are included in our 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.

Trade receivables consisted of receivables due from the following related parties:

(In millions)	March 31,	December 31, 2019
	2020	
TP JGC Coral France SNC	\$ 45.8	\$ 40.1
TTSJV W.L.L.	23.0	22.4
Others	12.6	14.3
<b>Total trade receivables</b>	<b>\$ 81.4</b>	<b>\$ 76.8</b>

TP JGC Coral France SNC and TTSJV W.L.L. are equity method affiliates.

Trade payables consisted of payables due to the following related parties:

(In millions)	March 31,	December 31, 2019
	2020	
Chiyoda	\$ 26.5	\$ 24.8
JGC Corporation	15.1	15.1
IFP Energies nouvelles	1.2	2.4
Dofcon Navegacao	0.2	2.1
Others	2.7	6.7
<b>Total trade payables</b>	<b>\$ 45.7</b>	<b>\$ 51.1</b>

Chiyoda and JGC Corporation are joint venture partners on our Yamal project. A member of our Board of Directors is an executive officer of IFP Energies nouvelles. Dofcon Navegacao is an equity method affiliate.

Additionally, we have a note receivables balance of \$40.2 million and \$65.2 million at March 31, 2020 and December 31, 2019, respectively. The note receivables balance includes \$37.5 million and \$62.5 million with Dofcon Brasil AS as of March 31, 2020 and December 31, 2019, respectively. Dofcon Brasil AS is a variable interest entity ("VIE") and accounted for as an equity method affiliate. These are included in other assets on our consolidated balance sheets.

Revenue consisted of amounts from the following related parties:

(In millions)	Three Months Ended	
	March 31,	
	2020	2019
TTSJV W.L.L.	\$ 15.6	\$ 52.8
TP JGC Coral France SNC	12.6	26.7
Anadarko Petroleum Company	—	44.5
TOP CV	—	1.3
Others	8.7	14.2
<b>Total revenue</b>	<b>\$ 36.9</b>	<b>\$ 139.5</b>

A member of our Board of Directors (the “Director”) served on the Board of Directors of Anadarko Petroleum Company (“Anadarko”) until August 2019. In August 2019, Anadarko was acquired by Occidental Petroleum Corporation (“Occidental”). As a result, the Director no longer serves as a member of the Board of Directors of Anadarko. The Director is not an officer or director of Occidental.

TOP CV was previously an equity method affiliate that became a fully consolidated subsidiary on December 30, 2019. Refer to Note 3 for more information related to this transaction.

Expenses consisted of amount to the following related parties:

(In millions)	Three Months Ended	
	March 31,	
	2020	2019
Dofcon Navegacao	\$ 8.0	\$ —
Chiyoda	3.5	14.2
IFP Energies nouvelles	1.1	1.0
Magma Global Limited	0.7	1.9
Arkema S.A.	0.4	—
JGC Corporation	0.2	14.3
Serimax Holdings SAS	0.2	17.5
Others	6.4	3.8
<b>Total expenses</b>	<b>\$ 20.5</b>	<b>\$ 52.7</b>

Magma Global Limited and Serimax Holdings SAS are equity method affiliates. A member of our Board of Directors serves on the Board of Directors for Arkema S.A.

### NOTE 13. GOODWILL AND INTANGIBLE ASSETS

During the first quarter of 2020, triggering events were identified which led to performing interim goodwill impairment testing in our reporting units as of March 31, 2020. These events included the COVID-19 pandemic breakout, commodity price declines, and a significant decrease in our market capitalization as well as those of our peers and customers.

The fair value for our reporting units was valued using a market approach. An appropriate control premium was considered for each of the reporting units and applied to the output of the market approach.

The impairment assessment resulted in a conclusion that goodwill in the Subsea and Surface Technologies segments was impaired by \$2,747.5 million and \$335.9 million, respectively. The impairment assessment also concluded the fair value of the Technip Energies reporting unit was in excess of its carrying amount.

The following table summarizes the movements of the carrying values of the goodwill of our reporting segments for the three months ended March 31, 2020:

(In millions)	Subsea	Technip Energies	Surface	Total
<b>December 31, 2019</b>	2,814.1	2,423.6	\$ 360.6	5,598.3
Transfers <sup>(a)</sup>	(21.2)	46.1	(24.9)	—
Impairments	(2,747.5)	—	(335.9)	(3,083.4)
Translation	(45.4)	(8.7)	0.2	(53.9)
<b>March 31, 2020</b>	\$ —	\$ 2,461.0	\$ —	\$ 2,461.0

(a) Beginning in the first quarter of 2020, Technip Energies includes our Loading Systems business that was previously reported in the Surface Technologies segment and our process automation business, Cybernetix, that was previously reported in the Subsea segment. Refer to Note 6 for more information.

#### NOTE 14. DEBT

Long-term debt consisted of the following:

(In millions)	March 31, 2020	December 31, 2019
Revolving credit facility	\$ 500.0	\$ —
Bilateral credit facilities	—	—
Commercial paper	1,374.1	1,967.0
Synthetic bonds due 2021	483.5	492.9
3.45% Senior Notes due 2022	500.0	500.0
5.00% 2010 Private placement notes due 2020	218.9	224.6
3.40% 2012 Private placement notes due 2022	164.3	168.5
3.15% 2013 Private placement notes due 2023	141.9	146.0
3.15% 2013 Private placement notes due 2023	136.9	140.4
4.00% 2012 Private placement notes due 2027	82.2	84.2
4.00% 2012 Private placement notes due 2032	109.5	112.3
3.75% 2013 Private placement notes due 2033	109.5	112.3
Bank borrowings	555.6	513.3
Other	41.7	23.0
Unamortized issuing fees	(7.5)	(9.1)
<b>Total debt</b>	4,410.6	4,475.4
Less: current borrowings	586.7	495.4
<b>Long-term debt</b>	\$ 3,823.9	\$ 3,980.0

*Revolving credit facility* - On January 17, 2017, we acceded to a new \$2.5 billion senior unsecured revolving credit facility agreement (“facility agreement”) between FMC Technologies, Inc., Technip Eurocash SNC (the “Borrowers”), and TechnipFMC plc (the “Additional Borrower”) with JPMorgan Chase Bank, National Association (“JPMorgan”), as agent and an arranger, SG Americas Securities LLC as an arranger, and the lenders party thereto.

The facility agreement provides for the establishment of a multicurrency, revolving credit facility, which includes a \$1.5 billion letter of credit subfacility. Subject to certain conditions, the Borrowers may request the aggregate commitments under the facility agreement be increased by an additional \$500.0 million. On November 26, 2018, we entered into an agreement which extends the expiration date to January 2023.

Borrowings under the facility agreement bear interest at the following rates, plus an applicable margin, depending on currency:

- U.S. dollar-denominated loans bear interest, at the Borrowers' 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 at the Euro interbank offered rate ("EURIBOR").

Depending on our credit rating, the applicable margin for revolving loans varies (i) in the case of Adjusted LIBOR and EURIBOR loans, from 0.820% to 1.300% and (ii) in the case of base rate loans, from 0.000% to 0.300%. The "base rate" is the highest of (a) the prime rate announced by JPMorgan, (b) the greater of the Federal Funds Rate and the Overnight Bank Funding Rate plus 0.50% or (c) one-month Adjusted LIBOR plus 1.00%.

The facility agreement contains usual and customary covenants, representations and warranties and events of default for credit facilities of this type, including financial covenants requiring that our total capitalization ratio not exceed 60% at the end of any financial quarter. The facility agreement also contains covenants restricting our ability and our subsidiaries' ability to incur additional liens and indebtedness, enter into asset sales or make certain investments.

As of March 31, 2020, we were in compliance with all restrictive covenants under our revolving credit facility.

*Bilateral credit facilities* - We have access to a €100.0 million bilateral credit facility expiring in May 2021.

The bilateral credit facility contains usual and customary covenants, representations and warranties and events of default for credit facilities of this type.

*Commercial paper* - Under our commercial paper program, we have the ability to access \$1.5 billion and €1.0 billion of short-term financing through our commercial paper dealers, subject to the limit of unused capacity of our revolving facility agreement. As we have both the ability and intent to refinance these obligations on a long-term basis, our commercial paper borrowings were classified as long-term debt in the consolidated balance sheets as of March 31, 2020 and December 31, 2019. Commercial paper borrowings are issued at market interest rates. As of March 31, 2020, our commercial paper borrowings had a weighted average interest rate of 2.57% on the U.S. dollar denominated borrowings and (0.27)% on the Euro denominated borrowings.

*Synthetic bonds* - As we have both the ability and intent to refinance this obligation on a long-term basis, our synthetic bonds due January 2021 are classified as long-term debt in the consolidated balance sheets as of March 31, 2020.

*Bank borrowings* - In December 2016, we entered into a £160.0 million term loan agreement to finance the Deep Explorer, a diving support vessel ("DSV"), maturing December 2028. Under the loan agreement, interest accrues at an annual rate of 2.813%. This loan agreement contains usual and customary covenants and events of default for loans of this type.

On December 30, 2019, we completed the acquisition of the remaining 50% interest in TOP CV. In connection with the acquisition, we assumed liabilities that included a \$203.1 million term loan of which \$16.0 million is due June 30, 2020 with the remaining balance due September 30, 2020. Immediately following the acquisition, we paid \$13.1 million towards the outstanding balance. The debt is fully collateralized against our two vessels, Coral do Atlantico and Deep Star.

In January 2019, we executed a sale-leaseback transaction to finance the purchase of a deepwater DSV, Deep Discoverer (the "Vessel") for the full transaction price of \$116.8 million. The sale-leaseback agreement ("Charter") was entered into with a French joint-stock company owned by Credit Industrial et Commercial ("CIC") which was formed for the sole purpose to purchase and act as the lessor of the Vessel. It is a VIE, which is fully consolidated in our condensed consolidated financial statements. The transaction was funded through debt of \$96.2 million which is primarily long-term, expiring on January 8, 2031.

*Foreign committed credit* - We have committed credit lines at many of our international subsidiaries for immaterial amounts. We utilize these facilities for asset financing and to provide a more efficient daily source of liquidity. The effective interest rates depend upon the local national market.

## **NOTE 15. STOCKHOLDERS' EQUITY**

There were no cash dividends paid during the three months ended March 31, 2020 and 2019. Dividends declared on February 25, 2020 were subsequently paid on April 8, 2020. Dividends declared on February 19, 2019 were subsequently paid on April 3, 2019.

As an English public limited company, we are required under U.K. law to have available "distributable reserves" to conduct share repurchases or pay dividends to shareholders. Distributable reserves are a statutory requirement and are not linked to a GAAP reported amount (e.g., retained earnings). The declaration and payment of dividends require the authorization of our Board of Directors, provided that such dividends on issued share capital may be paid only out of our "distributable reserves" on our statutory balance sheet. Therefore, we are not permitted to pay dividends out of share capital, which includes share premium. On November 27, 2019, we redeemed 50,000 redeemable shares of £1 each and cancelled one deferred ordinary share of £1 in the capital of the Company.

In April 2017, the Board of Directors authorized the repurchase of \$500.0 million in ordinary shares under our share repurchase program. We implemented our share repurchase plan in September 2017. The Board of Directors authorized an extension of this program, adding \$300.0 million in December 2018 for a total of \$800.0 million in ordinary shares. There were no ordinary shares repurchased during the three months ended March 31, 2020 under our authorized share repurchase program. The \$500.0 million part of the program was completed on December 20, 2018. We intend to cancel repurchased shares and not hold them in treasury. Canceled treasury shares are accounted for using the constructive retirement method.

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, 2019</b>	\$ (1,230.1)	\$ (5.8)	\$ (171.6)	\$ (1,407.5)	\$ (4.7)
Other comprehensive income (loss) before reclassifications, net of tax	(206.8)	(89.3)	(0.7)	(296.8)	(11.1)
Reclassification adjustment for net losses (gains) included in net income (loss), net of tax	—	0.1	2.5	2.6	—
Other comprehensive income (loss), net of tax	(206.8)	(89.2)	1.8	(294.2)	(11.1)
<b>March 31, 2020</b>	<u>\$ (1,436.9)</u>	<u>\$ (95.0)</u>	<u>\$ (169.8)</u>	<u>\$ (1,701.7)</u>	<u>\$ (15.8)</u>

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

(In millions)	Three Months Ended		Amount Reclassified out of Accumulated Other Comprehensive Loss	Affected Line Item in the Condensed Consolidated Statements of Income
	March 31,			
	2020	2019		
<b>Details about Accumulated Other Comprehensive Income (loss) Components</b>				
<i>Gains (losses) on hedging instruments</i>				
Foreign exchange contracts	\$	(11.1)	\$ 0.7	Revenue
		9.8	2.6	Cost of sales
		—	0.1	Selling, general and administrative expense
		1.0	(2.4)	Other income (expense), net
		(0.3)	1.0	Income (loss) before income taxes
		(0.2)	0.7	Provision for income taxes (Note 19)
	\$	(0.1)	\$ 0.3	Net income (loss)
<i>Pension and other post-retirement benefits</i>				
Amortization of prior service credit (cost)		(0.3)	(0.4)	(a)
Amortization of net actuarial loss		(2.8)	—	(a)
		(3.1)	(0.4)	Income (loss) before income taxes
		(0.6)	(0.1)	Provision for income taxes (Note 19)
	\$	(2.5)	\$ (0.3)	Net income (loss)

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

## NOTE 16. 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.

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 \$21.6 million and \$20.4 million for the three months ended March 31, 2020 and 2019, respectively.



## NOTE 17. IMPAIRMENT, RESTRUCTURING AND OTHER EXPENSES

Impairment, restructuring and other expenses were as follows:

(In millions)	Three Months Ended	
	March 31,	
	2020	2019
Subsea	\$ 2,773.6	\$ 2.3
Technip Energies	6.8	3.8
Surface Technologies	424.4	1.5
Corporate and other	3.6	8.9
<b>Total impairment, restructuring and other expenses</b>	<b>\$ 3,208.4</b>	<b>\$ 16.5</b>

During the first quarter of 2020, triggering events were identified which 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. Refer to Note 13 for more information on the methods used in goodwill impairment testing.

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. When assessing these asset groups for recoverability, this 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 restructuring and other expenses of \$20.4 million primarily consisted of severance and other employee related costs and COVID-19 related expenses across all segments.

Prolonged uncertainty in energy markets could lead to further future reductions in capital spending from our customer base. In turn, this may lead to changes in our strategy. Such conditions may result in further restructuring and/or impairment charges in future periods.

## NOTE 18. 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 consolidated financial position, results of operations, or cash flows.

Guarantees consisted of the following:

(In millions)	March 31, 2020	December 31, 2019
Financial guarantees <sup>(a)</sup>	\$ 930.0	\$ 945.5
Performance guarantees <sup>(b)</sup>	4,969.2	4,916.0
<b>Maximum potential undiscounted payments</b>	<b>\$ 5,899.2</b>	<b>\$ 5,861.5</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.

Management believes the ultimate resolution of our known contingencies will not materially adverse 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. 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.

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 U.S. Securities and Exchange Commission ("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")) 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 anticorruption 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, 2020 and December 31, 2019, and that the ultimate resolution of such matters will not materially affect our consolidated financial position, results of operations, or cash flows.

#### **NOTE 19. INCOME TAXES**

Our provision for income taxes for the three months ended March 31, 2020 and 2019 reflected effective tax rates of (1.2)% and 42.2%, respectively. The year-over-year decrease in the effective tax rate was primarily due to the impact of nondeductible goodwill impairments and a favorable change in actual country mix of earnings. 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 20. 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 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 are 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 consolidated balance sheets. At March 31, 2020, we held the following material net positions:

(In millions)	Net Notional Amount Bought (Sold)	
		USD Equivalent
Euro	618.1	677.0
Brazilian real	1,396.2	268.6
Norwegian krone	2,572.8	245.1
British pound	120.2	148.4
Singapore dollar	153.1	107.4
Malaysian ringgit	323.8	75.0
Japanese yen	2,158.2	19.9
Hong Kong dollar	(94.5)	(12.2)
Mexican peso	(310.0)	(12.9)
Canadian dollar	(87.2)	(61.2)
U.S. dollar	(1,820.5)	(1,820.5)

*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. At March 31, 2020, our portfolio of these instruments included the following material net positions:

(In millions)	Net Notional Amount Bought (Sold)	
		USD Equivalent
Brazilian real	59.6	11.5
Euro	(7.1)	(7.7)
Norwegian krone	(109.9)	(10.5)
U.S. dollar	6.1	6.1

Fair value amounts for all outstanding derivative instruments have been determined using available market information and commonly accepted valuation methodologies. Refer to Note 21 to these consolidated financial statements for more information related to the fair value measurement process. 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 consolidated balance sheets:

(In millions)	March 31, 2020		December 31, 2019	
	Assets	Liabilities	Assets	Liabilities
<b>Derivatives designated as hedging instruments</b>				
<i>Foreign exchange contracts</i>				
Current - Derivative financial instruments	\$ 342.8	\$ 465.8	\$ 94.3	\$ 125.0
Long-term - Derivative financial instruments	82.7	97.7	34.8	48.0
<b>Total derivatives designated as hedging instruments</b>	<b>425.5</b>	<b>563.5</b>	<b>129.1</b>	<b>173.0</b>
<b>Derivatives not designated as hedging instruments</b>				
<i>Foreign exchange contracts</i>				
Current - Derivative financial instruments	10.5	19.8	7.6	16.3
Long-term - Derivative financial instruments	1.0	0.2	0.4	0.4
<b>Total derivatives not designated as hedging instruments</b>	<b>11.5</b>	<b>20.0</b>	<b>8.0</b>	<b>16.7</b>
Long-term - Derivative financial instruments - Synthetic Bonds - Call Option Premium	0.3	—	4.3	—
Long-term - Derivative financial instruments - Synthetic Bonds - Embedded Derivatives	—	0.3	—	4.3
<b>Total derivatives</b>	<b>\$ 437.3</b>	<b>\$ 583.8</b>	<b>\$ 141.4</b>	<b>\$ 194.0</b>

Cash flow hedges of forecasted transactions qualifying for hedge accounting, net of tax, resulted in accumulated other comprehensive losses of \$95.0 million and \$5.8 million at March 31, 2020 and December 31, 2019, respectively. We expect to transfer an approximate \$63.7 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 tables present the location of gains (losses) on the consolidated statements of income related to derivative instruments designated as cash flow hedges:

(In millions)	Gain (Loss) Recognized in OCI	
	Three Months Ended	
	March 31,	
	2020	2019
Foreign exchange contracts	\$ (112.0)	\$ 16.6

The following represents the effect of cash flow hedge accounting on the consolidated statements of income for the three months ended March 31, 2020 and 2019:

(In millions)	Three Months Ended March 31, 2020				Three Months Ended March 31, 2019			
	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
<b>Total amount of income (expense) presented in the consolidated statements of income associated with hedges and derivatives</b>								
<i>Cash Flow hedge gain (loss) recognized in income</i>								
<i>Foreign Exchange Contracts</i>								
Amounts reclassified from accumulated OCI to income	\$ (11.1)	\$ 9.8	\$ —	\$ 1.0	\$ 0.7	\$ 2.6	\$ 0.1	\$ (2.4)
Amounts excluded from effectiveness testing	1.2	(2.2)	—	(11.6)	(0.3)	(4.1)	—	(9.6)
<b>Total cash flow hedge gain (loss) recognized in income</b>	<b>(9.9)</b>	<b>7.6</b>	<b>—</b>	<b>(10.6)</b>	<b>0.4</b>	<b>(1.5)</b>	<b>0.1</b>	<b>(12.0)</b>
<b>Total hedge gain (loss) recognized in income</b>	<b>\$ (9.9)</b>	<b>\$ 7.6</b>	<b>\$ —</b>	<b>\$ (10.6)</b>	<b>\$ 0.4</b>	<b>\$ (1.5)</b>	<b>\$ 0.1</b>	<b>\$ (12.0)</b>
Gain (loss) recognized in income on derivatives not designated as hedging instruments	(0.1)	0.6	—	(8.7)	(1.0)	—	—	(3.3)
<b>Total</b>	<b>\$ (10.0)</b>	<b>\$ 8.2</b>	<b>\$ —</b>	<b>\$ (19.3)</b>	<b>\$ (0.6)</b>	<b>\$ (1.5)</b>	<b>\$ 0.1</b>	<b>\$ (15.3)</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, 2020 and December 31, 2019, we had no collateralized derivative contracts. The following tables present both gross information and net information of recognized derivative instruments:

(In millions)	March 31, 2020			December 31, 2019		
	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	\$ 437.3	\$ (349.2)	\$ 88.1	\$ 141.4	\$ (112.5)	\$ 28.9
Derivative liabilities	\$ 583.8	\$ (349.2)	\$ 234.6	\$ 194.0	\$ (112.5)	\$ 81.5

## NOTE 21. FAIR VALUE MEASUREMENTS

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

(In millions)	March 31, 2020				December 31, 2019			
	Total	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3
<b>Assets</b>								
<i>Investments</i>								
Equity securities <sup>(a)</sup>	\$ 35.9	\$ 35.9	\$ —	\$ —	\$ 54.8	\$ 54.8	\$ —	\$ —
Money market fund	1.7	—	1.7	—	1.5	—	1.5	—
Stable value fund <sup>(b)</sup>	1.8	—	—	—	2.1	—	—	—
Held-to-maturity debt securities	71.9	—	71.9	—	71.9	—	71.9	—
<i>Derivative financial instruments</i>								
Synthetic bonds - call option premium	0.3	—	0.3	—	4.3	—	4.3	—
Foreign exchange contracts	437.0	—	437.0	—	137.1	—	137.1	—
Assets held for sale	11.2	—	—	11.2	25.8	—	—	25.8
<b>Total assets</b>	<b>\$ 559.8</b>	<b>\$ 35.9</b>	<b>\$ 510.9</b>	<b>\$ 11.2</b>	<b>\$ 297.5</b>	<b>\$ 54.8</b>	<b>\$ 214.8</b>	<b>\$ 25.8</b>
<i>Liabilities</i>								
Redeemable financial liability	\$ 300.1	\$ —	\$ —	\$ 300.1	\$ 268.8	\$ —	\$ —	\$ 268.8
<i>Derivative financial instruments</i>								
Synthetic bonds - embedded derivatives	0.3	—	0.3	—	4.3	—	4.3	—
Foreign exchange contracts	583.5	—	583.5	—	189.7	—	189.7	—
Liabilities held for sale	9.3	—	—	9.3	9.3	—	—	9.3
<b>Total liabilities</b>	<b>\$ 893.2</b>	<b>\$ —</b>	<b>\$ 583.8</b>	<b>\$ 309.4</b>	<b>\$ 472.1</b>	<b>\$ —</b>	<b>\$ 194.0</b>	<b>\$ 278.1</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.

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

**Stable value fund and Money market fund** - 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 and liabilities held for sale** - The fair value of our assets and liabilities held for sale was determined using a market approach that took into consideration the expected sales price.

**Mandatorily redeemable financial liability** - In the fourth quarter of 2016, we obtained voting control interests in legal Technip Energies contract entities which own and account for the design, engineering and construction of the Yamal LNG plant. As part of this transaction, we recognized the fair value of the mandatorily redeemable financial liability using a discounted cash flow model. The key assumptions used in applying the income approach are the selected discount rates and the expected dividends to be distributed in the future to the non-controlling interest holders. Expected dividends to be distributed are based on the non-controlling interests' share of the expected profitability of the underlying contract, a 16.8% discount rate and the overall timing of completion of the project.

A mandatorily redeemable financial liability of \$300.1 million was recognized as of March 31, 2020 to account for the fair value of the non-controlling interests. See Note 9 to our condensed consolidated financial statements of this Quarterly Report for additional disclosure related to the short-term portion of the mandatorily redeemable financial liability.

A decrease of one percentage point in the discount rate would have increased the liability by \$2.7 million as of March 31, 2020. The fair value measurement is based upon significant unobservable inputs not observable in the market and is consequently classified as a Level 3 fair value measurement.

Change in the fair value of our Level 3 mandatorily redeemable financial liability is recorded as interest expense on the consolidated statements of income and is presented below:

(In millions)	Three Months Ended	
	March 31,	
	2020	2019
<b>Balance at beginning of period</b>	\$ 268.8	\$ 408.5
Less: Gains (losses) recognized in net interest expense	(35.5)	(84.7)
Less: Settlements	4.2	174.9
<b>Balance at end of period</b>	<u>\$ 300.1</u>	<u>\$ 318.3</u>

**Redeemable non-controlling interest** - In the first quarter of 2018, we acquired 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 fair value measurement. As of March 31, 2020 and December 31, 2019, the fair value of our redeemable non-controlling interest was \$39.5 million and \$41.1 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.

At the present time, we 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 20 to our condensed consolidated financial statements of this Quarterly Report for additional disclosure related to derivative financial instruments.

### **Nonrecurring Fair Value Measurements**

*Fair value of long-lived, non-financial assets* - Long-lived, non-financial assets are measured at fair value on a non-recurring basis for the purposes of calculating impairment, when the recoverable amount of the assets has been determined to be less than the book value of the assets. During 2019, we recorded certain long-lived asset impairments primarily related to vessels and machinery and equipment in our Subsea segment. Due to the intent to sell our G1201 vessel and subsequently signed Memorandum of Agreement (MOA) with a third party, we reviewed the carrying value of its sister vessel, the G1200, as of September 30, 2019. As a result of this assessment, an impairment charge was recorded on the two vessels to bring their carrying value to a combined fair value of \$104.0 million as of September 30, 2019. The fair value measurements of these vessels were based on the transaction price in the MOA, which is a Level 2 observable input as per the fair value hierarchy. For the remaining long-lived assets which we impaired in 2019, we measured their fair value by estimating the amount and timing of net future cash flows, which are Level 3 unobservable inputs, and discounting them using a risk-adjusted rate of interest of 10.8%. As of December 31, 2019, these impaired assets were recorded at their fair value of \$238.5 million.

During the first quarter of 2020 we recorded impairments to installation and service equipment assets in our Subsea segment and North America-based fracturing and wellhead assets in our Surface Technologies segments. As of March 31, 2020, these impaired assets were recorded at their fair value of \$269.6 million. We measured their fair value by estimating the amount and timing of net future cash flows, which are Level 3 unobservable inputs, and discounting them using a risk-adjusted rate of interest of 10.8%.

### **Other fair value disclosures**

*Fair value of debt* - The respective carrying value and fair value of our Synthetic bonds and our Senior Notes and private placement notes on a combined basis as of March 31, 2020 was \$1,946.7 million and \$1,893.8 million, respectively. The respective carrying value and fair value of our Synthetic bonds and our Senior Notes and private placement notes on a combined basis as of December 31, 2019 were \$1,981.2 million and \$2,078.2 million, respectively.

*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.

*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.



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

### BUSINESS OUTLOOK

*Overall Outlook* - The price of crude oil dropped significantly during the first quarter of 2020 as a result of excess market supply. Continued strength in supply from OPEC+ countries came at a time of significant demand destruction related to the outbreak of the COVID-19 pandemic. The short-term outlook for a price recovery is largely dependent on COVID-19 developments and the resumption of normal business activities. Global oil and gas producers will also need to reduce output to balance the oversupplied market. Long-term demand is still forecast to rise, and we believe this outlook will ultimately provide our customers with the confidence to increase investments in new sources of oil and natural gas production. We continue to believe that offshore and deepwater developments will remain a significant part of our customers' portfolios in the long-term. TechnipFMC's strong positioning in transition fuels, such as natural gas, will also allow us to play a key role in the energy transition markets.

*COVID-19* - During the first quarter, we experienced operational impacts as a result of COVID-19. These impacts included supply chain disruptions; productivity declines; and logistics constraints. There has been a resumption of activity from some suppliers, and we expect that other supply chain impacts will subside as regional restrictions are removed. We believe, given the long-cycle nature of our projects, that we will be able to mitigate a majority of the impacts related to supply chain disruption.

Even though many of our offices remained open, we experienced productivity declines as a result of the pandemic. The energy sector was deemed to be an essential business in most countries, which provided us the flexibility to keep offices and manufacturing centers open. We allowed all non-essential personnel to work from home but in some cases we experienced reduced productivity as employees transitioned to the new work environment. We also experienced productivity declines in our manufacturing facilities as employee groups were isolated where there was an event of COVID-19 exposure.

We also experienced logistics impacts related to the movement of personnel and equipment due to new COVID-19 regulations. Specifically, these impacts included delays in crew changes on vessels due to quarantine periods and limitations on travel to and from points of embarkation.

In addition to these operational impacts, we incurred incremental, direct costs related to voluntary measures implemented to ensure the safety of employees, contractors, suppliers, and clients. We activated a COVID-19 Incident Management Team in order to administer a consistent response throughout our global operations and provide coordinated support to localized events. Specific actions taken by the team included the following:

- Established a thorough Business Continuity Planning process, which included the work from home initiative, when practical, to support continuity of operations;
- Adopted enhanced sanitation practices across all offices and facilities, implemented personal hygiene protocols and measures to restrict non-essential business travel, and restricted non-essential visitors from visiting our offices and facilities;
- Provided personal protective equipment and performed proactive health screening and testing of offshore personnel and required employees to self-quarantine when they may have been exposed to, or shown any symptoms of COVID-19;
- Collaborated more closely with clients to mitigate COVID-19 impacts in order to advance projects and meet customer requirements, albeit at reduced productivity in some instances; and
- Engaged with critical vendors regarding their own pandemic preparedness plans to minimize the impact to our business operations.

Senior management is continuously monitoring the situation and providing frequent communications to both employees and external clients and partners. Regulatory directives and COVID-19 case management continued to result in the periodic full or partial operational disruption of some of our facilities, vessels, and suppliers beyond the first quarter, and we expect some level of disruption to continue in the second quarter.

More specific impacts of COVID-19 and the commodity price decline as well as the outlook for the business segments are provided below.

*Subsea* - The impact of the low crude oil price environment has led many of our customers to significantly reduce their capital spending plans. TechnipFMC continues to engage with its customers and alliance partners as they work to update their business plans. We did not receive any cancellations for projects in backlog during the period.

We believe that deepwater will become an even more prevalent piece of the energy mix as project economics remain attractive, particularly for brownfield developments. Sanctioning on a number of greenfield projects is likely to shift from the current year, impacting our previous projection for 2020 orders. We continue to evaluate nearly \$15 billion of large project opportunities, of which approximately 50% are still likely to move forward over the next 24 months. All other projects remain active but potentially extend beyond this timeframe. Over the next 12 months, we believe as much as 20% of the \$15 billion of project opportunities are likely to reach Final Investment Decision, and TechnipFMC is well-positioned for many of these opportunities.

Beyond project activity, we generate additional revenue from subsea services activity where we benefit from the industry's largest installed base of subsea equipment in operation today. We anticipate resiliency in services activity as a result of the expected shift by some clients from greenfield developments to brownfield intervention.

We continue to work closely with our customers through early engagement in iFEED™ and the use of iEPCI™ to allow more project Final Investment Decisions through the cycle. iEPCI™ can support our clients' initiatives to improve subsea project economics by helping to reduce cost and accelerate time to first oil. TechnipFMC's integrated commercial model now accounts for a significant portion of its orders and revenue and will serve as our standard approach to new business going forward.

As the subsea industry continues to evolve, we are taking additional actions to further streamline our organization, achieve standardization, and reduce cycle times. Continued rationalization of our global footprint will also further leverage the benefits of the 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.

*Technip Energies* - Given the long cycle nature of the business, the resilience and maturity of the projects in backlog and our diversified global footprint, we have been able to mitigate a significant portion of COVID-19 operational impacts. The near-term effects relate more to operational efficiencies and timing issues and not the stoppage of projects.

Onshore market activity continues to provide a tangible set of opportunities, albeit at lower levels than previously forecast. We expect natural gas and renewables to take a larger share of global energy demand as evidenced by the record level of new LNG capacity sanctioned in 2019. Although the near-term outlook for project sanctioning has changed due to COVID-19 and the challenging macroeconomic backdrop, the long-term fundamentals for natural gas - and LNG in particular - remain strong given its critical role as a transition fuel.

As an industry leader, TechnipFMC is well positioned for growth in new liquefaction and regasification capacity as well as opportunities in biofuels, green chemistry, and other energy alternatives. Our active engagement in several LNG FEED studies across multiple geographies provides a platform for early engagement with clients and can significantly de-risk project execution while also supporting our pursuit of EPC contracts. We anticipate one of these project opportunities to be sanctioned in the current year. Additionally, we continue to selectively pursue refining, petrochemical, fertilizer and renewables project opportunities in the Middle East, Africa, Asia and North America as these sectors typically prove to be more resilient through a downturn.

Offshore market activity is expected to weaken in the near-term as sanctioning on a number of greenfield projects is likely to shift from the current year. Recent discoveries of offshore fields with reserves in regions such as Australia and East Africa are expected to benefit future activity; however, the timing of increased investment in these regions could be deferred. In the long-term, new upstream investment will also be required as gas becomes a bigger portion of the global energy mix.

*Surface Technologies* - North American activity continued to decline sequentially in the first quarter of 2020 in both drilling and completions related activity, negatively impacting volume and pricing. As a result of the significant reductions to operator's capital spending, market expectations now suggest the U.S. rig count for the second quarter could be down approximately 50% versus the end of 2019 and decline further over the remainder of the

year. We are taking aggressive actions in response to these market conditions to reduce working capital investment and structural costs, and this will result in reductions to both workforce and facility capacity.

Activity outside North America slowed in the first quarter of 2020 primarily due to COVID-19 related disruptions. However, we still expect activity in international markets to be more resilient than North America. TechnipFMC believes that we will benefit from our high level of vertical integration outside of North America which provides us with more control over manufacturing and product deliveries and less dependency on external supply chains. We anticipate that our business mix outside of North America will account for as much as 60% of total segment revenue in 2020.

**CONSOLIDATED RESULTS OF OPERATIONS OF TECHNIPFMC PLC**  
**THREE MONTHS ENDED MARCH 31, 2020 AND 2019**

(In millions, except %)	Three Months Ended		Change	
	March 31,		\$	%
	2020	2019		
Revenue	\$ 3,130.3	\$ 2,913.0	217.3	7.5
<b>Costs and expenses</b>				
Cost of sales	2,701.7	2,411.9	289.8	12.0
Selling, general and administrative expense	293.9	297.8	(3.9)	(1.3)
Research and development expense	35.2	39.9	(4.7)	(11.8)
Impairment, restructuring and other expenses (Note 17)	3,208.4	16.5	3,191.9	19,344.8
Separation costs (Note 2)	27.1	—	27.1	n/a
Merger transaction and integration costs	—	12.1	(12.1)	n/a
<b>Total costs and expenses</b>	<b>6,266.3</b>	<b>2,778.2</b>	<b>3,488.1</b>	<b>125.6</b>
Other income (expense), net	(28.5)	(26.2)	(2.3)	(8.8)
Income from equity affiliates (Note 11)	28.8	13.9	14.9	107.2
Net interest expense	(72.3)	(88.2)	15.9	18.0
<b>Income (loss) before income taxes</b>	<b>(3,208.0)</b>	<b>34.3</b>	<b>(3,242.3)</b>	<b>(9,452.8)</b>
Provision for income taxes (Note 19)	37.7	14.5	23.2	160.0
<b>Net income (loss)</b>	<b>(3,245.7)</b>	<b>19.8</b>	<b>(3,265.5)</b>	<b>(16,492.4)</b>
Net (income) loss attributable to non-controlling interests	(10.4)	1.1	(11.5)	(1,045.5)
<b>Net income (loss) attributable to TechnipFMC plc</b>	<b>\$ (3,256.1)</b>	<b>\$ 20.9</b>	<b>(3,277.0)</b>	<b>(15,679.4)</b>

### Revenue

Revenue increased \$217.3 million in the first three months of 2020 compared to the prior-year period, primarily as a result of increased project activity. Subsea revenue increased year-over-year due to higher project-related activity, including increased revenue from integrated project execution (iEPCI™) in the United States and Norway, partially offset by foreign exchange translation due to the strengthening U.S. dollar and COVID-19 related disruptions. Increased revenue in Technip Energies was primarily driven by higher activity in Europe, and North America and in our Process Technology business. The continued ramp up of Arctic LNG 2 and increased activity on downstream projects more than offset the decline in revenue from Yamal LNG which continues to progress through the warranty phase. Technip Energies revenue was also negatively impacted by COVID-19 related disruptions. Surface Technologies revenue decreased versus the prior-year period, primarily as a result of the sharp decline in North America activity, the reallocation of the Loading Systems business to Technip Energies, and the impact of COVID-19 related disruptions.

### Gross Profit

Gross profit (revenue less cost of sales) as a percentage of sales decreased to 13.7% in the first three months of 2020, compared to 17.2% in the prior-year period. Subsea gross profit decreased due to a lower priced backlog as well as impacts from supply chain delays, including disruption from the COVID-19 pandemic. Gross profit declined in Technip Energies due in large part to a reduced contribution from Yamal LNG as the project has reached physical completion last year and is progressing through the warranty phase. Surface Technologies gross profit was negatively impacted primarily by the year-over-year decline in North American drilling and completions activity.

### Selling, General and Administrative Expense

Selling, general and administrative expense decreased \$3.9 million year-over-year, primarily as a result of decreased corporate expenses.

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

We incurred \$3,208.4 million of restructuring and impairment charges primarily related to goodwill and fixed asset impairments during the first three months of 2020. See Note 17 for further details.

### ***Merger Transaction and Integration Costs***

We incurred merger transaction and integration costs of \$12.1 million during the first three months of 2019, before the announcement of the planned separation transaction due to the continuation of the integration activities pertaining to combining the two legacy companies.

### ***Separation Costs***

We incurred \$27.1 million of separation costs associated with the preparation of the separation transaction during the first three months of 2020. Due to the COVID-19 pandemic, the sharp decline in commodity prices, and the heightened volatility in global equity markets, we have postponed the completion of the transaction until the markets sufficiently recover. Refer to Note 2 for more information regarding the planned transaction.

### ***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. In the first three months of 2020, we recognized \$43.3 million of net foreign exchange losses, compared with \$11.6 million of net foreign exchange losses in the prior year period. The increase in foreign exchange losses during the first three months of 2020 resulted from the effects of the strengthening U.S. dollar on naturally hedged projects and increased hedging costs due to high volatility in the currency and interest rate markets.

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

Net interest expense decreased \$15.9 million in the first three months of 2020 compared to 2019, primarily due to the change in the fair value of the redeemable financial liability. We revalued the mandatorily redeemable financial liability to reflect current expectations about the obligation and recognized a charge of \$35.5 million. See Note 21 for further information regarding the fair value measurement assumptions of the mandatorily redeemable financial liability and related changes in its fair value. Interest income decreased as a result of a \$9.0 million decrease in Yamal deposits as well as a \$13.7 million impact due to the valuation of marketable securities.

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

The effective tax rate was (1.2)% and 42.2% for the first three months of 2020 and 2019, respectively. The year-over-year change in the effective tax rate was primarily due to the impact of nondeductible goodwill impairments and a favorable change in actual country mix of earnings. 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.

**SEGMENT RESULTS OF OPERATIONS OF TECHNIPFMC PLC**  
**THREE MONTHS ENDED MARCH 31, 2020 AND 2019**

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 6 to our condensed consolidated financial statements of this Quarterly Report for more information.

**Subsea**

(In millions, except %)	Three Months Ended		Favorable/(Unfavorable)	
	March 31,			
	2020	2019	\$	%
Revenue	\$ 1,253.1	\$ 1,185.3	67.8	5.7
Operating profit (loss)	\$ (2,750.7)	\$ 49.9	(2,800.6)	n/a
Operating profit (loss) as a percentage of revenue	(219.5)%	4.2%		(223.7) pts.

Subsea revenue increased \$67.8 million, or 5.7% year-over-year, primarily due to growth in integrated project execution (iEPCI™) revenue in the United States and Norway. Revenue growth was negatively impacted by foreign exchange translation of \$66 million due to the strengthening U.S. dollar and delays in supply chain affecting project progress, partially due to disruptions related to COVID-19. Execution saw some impact from labor mobility and transportation delays due to COVID-19, with further impact from our efforts to safeguard the health and safety of our employees, contractors, and customer personnel.

Subsea operating loss is primarily due to significant impairment charges. This operating loss included \$2,773.6 million of asset impairment, restructuring and other charges primarily related to the impairment of goodwill and long-lived assets compared to \$2.3 million in 2019. Refer to Note 17 to our consolidated financial statements for more information related to these asset impairments.

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

**Technip Energies<sup>(a)</sup>**

(In millions, except %)	Three Months Ended		Favorable/(Unfavorable)	
	March 31,			
	2020	2019	\$	%
Revenue	\$ 1,547.7	\$ 1,335.1	212.6	15.9
Operating profit	\$ 151.2	\$ 155.7	(4.5)	(2.9)
Operating profit as a percentage of revenue	9.8%	11.7%		(1.9) pts.

(a) In connection with the planned separation transaction, in the first quarter of 2020, we renamed our Onshore/Offshore segment Technip Energies. Refer to Note 2 for more information on the planned separation transaction.

Technip Energies revenue increased \$212.6 million, or 15.9% year-over-year, primarily driven by higher activity in Europe and North America and in our Process Technology business. The continued ramp-up of Arctic LNG 2 and increased activity on downstream projects more than offset the decline in revenues from Yamal LNG which continues to progress through the warranty phase.

Operating profit decreased year-over-year, primarily due to a reduced contribution from Yamal LNG and lower margin realization on early stage projects, including Arctic LNG 2. Project execution remained strong across the portfolio.

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

## Surface Technologies

(In millions, except %)	Three Months Ended		Favorable/(Unfavorable)	
	March 31,		\$	%
	2020	2019		
Revenue	\$ 329.5	\$ 392.6	(63.1)	(16.1)
Operating profit (loss)	\$ (424.0)	\$ 10.5	(434.5)	n/a
Operating profit (loss) as a percentage of revenue	(128.7)%	2.7%		(131.4) pts.

Surface Technologies revenue decreased \$63.1 million, or 16.1% year-over-year, primarily driven by the sharp decline in North America activity and the reallocation of the Loading Systems business to Technip Energies. Despite travel and supply chain impacts of COVID-19, revenue outside North America increased modestly and represented just over 50% of total Surface Technologies revenue in the period.

Surface Technologies operating loss was primarily due to impairment and restructuring and other charges, in particular related to goodwill. Refer to Note 7 for more information. Operating profit was also negatively impacted by the reduced demand in North America.

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

### Corporate Items

(In millions, except %)	Three Months Ended		Favorable/(Unfavorable)	
	March 31,		\$	%
	2020	2019		
Corporate expense	\$ (112.2)	\$ (93.6)	(18.6)	(19.9)

Corporate expense excluding foreign exchange losses and credits decreased by \$22.8 million as shown in the below non-GAAP table, primarily due to cost cutting measures implemented during the first three months of 2020.

	Three Months Ended	
	March 31,	
	2020	2019
Corporate expense, reported	\$ 112.2	\$ 93.6
Less charges and (credits)	30.7	21.0
Corporate expense, adjusted	81.5	72.6
Less foreign exchange losses	43.3	11.6
Corporate expense, adjusted and before foreign exchange losses	\$ 38.2	\$ 61.0

## 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.

- Net income, 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 excluding foreign exchange losses; and
- Net (debt) cash

are non-GAAP financial measures.

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, 2020							
	Net income (loss) attributable to TechnipFMC plc	Net income (loss) attributable to non- controlling interests	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	\$ (3,256.1)	\$ 10.4	\$ 37.7	\$ 72.3	\$ (3,135.7)	\$ 120.4	\$ (3,015.3)
<b>Charges and (credits):</b>							
Impairment and other charges	3,159.9	—	28.1	—	3,188.0	—	3,188.0
Restructuring and other charges	8.6	—	2.8	—	11.4	—	11.4
Direct COVID-19 expenses	6.8	—	2.2	—	9.0	—	9.0
Separation costs	20.2	—	6.9	—	27.1	—	27.1
Purchase price accounting adjustment	6.5	—	2.0	—	8.5	(8.5)	—
Valuation allowance	5.0	—	(5.0)	—	—	—	—
Adjusted financial measures	<u>\$ (49.1)</u>	<u>\$ 10.4</u>	<u>\$ 74.7</u>	<u>\$ 72.3</u>	<u>\$ 108.3</u>	<u>\$ 111.9</u>	<u>\$ 220.2</u>
Diluted earnings (loss) per share attributable to TechnipFMC plc, as reported	\$ (7.28)						
Adjusted diluted earnings per share attributable to TechnipFMC plc	\$ (0.11)						

Three Months Ended							
March 31, 2019							
	Net income (loss) attributable to TechnipFMC plc	Net income (loss) attributable to non- controlling interests	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	\$ 20.9	\$ (1.1)	\$ 14.5	\$ 88.2	\$ 122.5	\$ 119.4	\$ 241.9
<b>Charges and (credits):</b>							
Impairment and other charges	0.5	—	0.2	—	0.7	—	0.7
Restructuring and other severance charges	11.6	—	4.2	—	15.8	—	15.8
Business combinations transaction and integration costs	8.9	—	3.2	—	12.1	—	12.1
Reorganization	19.2	—	6.1	—	25.3	—	25.3
Purchase price accounting adjustment	6.5	—	2.0	—	8.5	(8.5)	—
Valuation allowance	(40.3)	—	40.3	—	—	—	—
Adjusted financial measures	<u>\$ 27.3</u>	<u>\$ (1.1)</u>	<u>\$ 70.5</u>	<u>\$ 88.2</u>	<u>\$ 184.9</u>	<u>\$ 110.9</u>	<u>\$ 295.8</u>
Diluted earnings (loss) per share attributable to TechnipFMC plc, as reported	\$ 0.05						
Adjusted diluted earnings per share attributable to TechnipFMC plc	\$ 0.06						

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

	Three Months Ended				
	March 31, 2020				
	Subsea	Technip Energies	Surface Technologies	Corporate and Other	Total
Revenue	\$ 1,253.1	\$ 1,547.7	\$ 329.5	\$ —	\$ 3,130.3
Operating profit (loss), as reported (pre-tax)	\$ (2,750.7)	\$ 151.2	\$ (424.0)	\$ (112.2)	\$ (3,135.7)
Charges and (credits):					
Impairment and other charges	2,776.5	—	411.5	—	3,188.0
Restructuring and other charges*	(6.9)	2.9	11.8	3.6	11.4
Direct COVID-19 expenses	4.0	3.9	1.1	—	9.0
Separation costs	—	—	—	27.1	27.1
Reorganization	—	—	—	—	—
Legal provision, net	—	—	—	—	—
Purchase price accounting adjustments	8.5	—	—	—	8.5
Subtotal	2,782.1	6.8	424.4	30.7	3,244.0
Adjusted Operating profit (loss)	31.4	158.0	0.4	(81.5)	108.3
Adjusted Depreciation and amortization	73.4	9.1	24.1	5.3	111.9
Adjusted EBITDA	\$ 104.8	\$ 167.1	\$ 24.5	\$ (76.2)	\$ 220.2
Operating profit margin, as reported	(219.5)%	9.8%	(128.7)%		(100.2)%
Adjusted Operating profit margin	2.5 %	10.2%	0.1 %		3.5 %
Adjusted EBITDA margin	8.4 %	10.8%	7.4 %		7.0 %

\*On December 30, 2019, we completed the acquisition of the remaining 50% of Technip Odebrecht PLSV CV. A \$7.3 million gain recorded within restructuring and other charges in the Subsea segment during the three months ended March 31, 2020 relates to this transaction.

	Three Months Ended				
	March 31, 2019				
	Subsea	Technip Energies	Surface Technologies	Corporate and Other	Total
Revenue	\$ 1,185.3	\$ 1,335.1	\$ 392.6	\$ —	\$ 2,913.0
Operating profit (loss), as reported (pre-tax)	\$ 49.9	\$ 155.7	\$ 10.5	\$ (93.6)	\$ 122.5
Charges and (credits):					
Impairment and other charges	0.7	—	—	—	0.7
Restructuring and other severance charges	1.6	3.8	1.5	8.9	15.8
Business combination transaction and integration costs	—	—	—	12.1	12.1
Reorganization	—	25.3	—	—	25.3
Purchase price accounting adjustments - amortization related	8.5	—	—	—	8.5
Subtotal	10.8	29.1	1.5	21.0	62.4
Adjusted Operating profit (loss)	60.7	184.8	12.0	(72.6)	184.9
Adjusted Depreciation and amortization	79.0	10.0	18.1	3.8	110.9
Adjusted EBITDA	\$ 139.7	\$ 194.8	\$ 30.1	\$ (68.8)	\$ 295.8
Operating profit margin, as reported	4.2%	11.7%	2.7%		4.2%
Adjusted Operating profit margin	5.1%	13.8%	3.1%		6.3%
Adjusted EBITDA margin	11.8%	14.6%	7.7%		10.2%

## INBOUND ORDERS AND ORDER BACKLOG

*Inbound orders* - Inbound orders represent the estimated sales value of confirmed customer orders received during the reporting period. COVID-19 has had a minimal impact on our ability to finalize sales contracts required to recognize new inbound orders in the quarter. However, the significant decline in commodity prices, due in part to the lower demand resulting from COVID-19, is expected to negatively impact the near-term outlook for inbound orders.

(In millions)	Inbound Orders	
	Three Months Ended	
	March 31,	
	2020	2019
Subsea	\$ 1,172.1	2,677.6
Technip Energies	560.6	3,138.9
Surface Technologies	366.3	368.0
<b>Total inbound orders</b>	<b>\$ 2,099.0</b>	<b>\$ 6,184.5</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. The scheduling of some future work included in our backlog has been impacted by COVID-19 related disruptions and remains subject to future adjustment. See “*Transaction Price Allocated to the Remaining Unsatisfied Performance Obligations*” Note 5 to our condensed consolidated financial statements of this Quarterly Report for more information on order backlog.

(In millions)	Order Backlog	
	March 31,	December 31,
	2020	2019
Subsea	\$ 7,773.5	\$ 8,479.8
Technip Energies	13,766.6	15,298.1
Surface Technologies	422.0	473.2
<b>Total order backlog</b>	<b>\$ 21,962.1</b>	<b>\$ 24,251.1</b>

*Subsea* - Order backlog for Subsea at March 31, 2020 decreased by \$0.7 billion compared to December 31, 2019. Subsea backlog of \$7.8 billion at March 31, 2020 was composed of various subsea projects, including Total Golfinho; Eni Coral and Merakes; Petrobras Mero I; Energean Karish; ExxonMobil Liza Phase 2; Neptune Duva & Giøa P1 and Seagull; Reliance MJ1; Lundin Edvard Grieg; BP Thunderhorse South Extension 2; Equinor Johan Sverdrup Phase 2; Husky West White Rose; BP Platina, and Woodside Pyxis and Lambert Deep.

*Technip Energies* - Technip Energies order backlog at March 31, 2020 decreased by \$1.5 billion compared to December 31, 2019. Technip Energies backlog of \$13.8 billion at March 31, 2020 was composed of various projects, including Arctic LNG 2, Yamal LNG; Midor refinery expansion; BP Tortue FPSO; Long Son Petrochemicals; ExxonMobil Beaumont refinery expansion; HURL fertilizer plants; Petronas Kasawari; Energean Karish; Neste bio-diesel expansion; and Motor Oil Hellas New Naphta Complex.

*Surface Technologies* - Order backlog for Surface Technologies at March 31, 2020 decreased by \$51.2 million compared to December 31, 2019. 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* - Non-consolidated backlog reflects the proportional share of backlog related to joint ventures that is not consolidated due to our minority ownership position.

(In millions)	Non-consolidated backlog	
	March 31,	
	2020	
Subsea	\$ 761.6	
Technip Energies		2,350.2
<b>Total order backlog</b>	<b>\$ 3,111.8</b>	

## LIQUIDITY AND CAPITAL RESOURCES

Most of our cash is managed centrally and flowed 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) cash, utilizing details of classifications from our condensed consolidated balance sheets:

(In millions)	March 31, 2020	December 31, 2019
Cash and cash equivalents	\$ 4,999.4	\$ 5,190.2
Short-term debt and current portion of long-term debt	(586.7)	(495.4)
Long-term debt, less current portion	(3,823.9)	(3,980.0)
<b>Net cash</b>	<b>\$ 588.8</b>	<b>\$ 714.8</b>

### Cash Flows

*Operating cash flows* - During the three months ended March 31, 2020 and 2019, we generated \$27.9 million and \$121.4 million in cash flows from operating activities, respectively. The decrease of \$93.5 million in cash generated by operating activities was primarily due to timing differences on project milestones and vendor payments.

*Investing cash flows* - Investing activities used \$73.5 million and \$237.0 million of cash during the three months ended March 31, 2020 and 2019, respectively. The decrease of \$163.5 million in cash used by investing activities was primarily due to decreased capital expenditures and decreased payments to acquire debt securities during the three months ended March 31, 2020.

*Financing cash flows* - Financing activities generated \$1.1 million of cash during the three months ended March 31, 2020 as compared to \$447.6 million required during the three months ended March 31, 2019, resulting in a \$448.7 million increase compared to the three months ended March 31, 2019. The increase was primarily due to increased proceeds from the revolving credit facility, decreased settlement of the mandatorily redeemable financial liability and decreased purchases of ordinary shares, partially offset by decreased borrowings of commercial paper and short-term debt.

### Debt and Liquidity

*Credit Facility* - The following is a summary of our revolving credit facility at March 31, 2020:

(In millions) Description	Amount	Debt Outstanding	Commercial Paper Outstanding <sup>(a)</sup>	Letters of Credit	Unused Capacity	Maturity
Five-year revolving credit facility	\$ 2,500.0	\$ 500.0	\$ 1,374.1	\$ —	\$ 625.9	January 2023

(a) Under our commercial paper program, we have the ability to access up to \$1.5 billion and €1.0 billion of financing through our commercial paper dealers. Our available capacity under our revolving credit facility is reduced by any outstanding commercial paper.

Committed credit available under our revolving credit facility provides the ability to issue our commercial paper obligations on a long-term basis. We had \$1,374.1 million of commercial paper issued under our facility at March 31, 2020 and had drawn down \$500.0 million from the revolving credit facility in response to the challenged conditions in the commercial paper markets. As we had both the ability and intent to refinance these obligations on a long-term basis, our commercial paper borrowings were classified as long-term debt in the accompanying condensed consolidated balance sheets at March 31, 2020.

As of March 31, 2020, we were in compliance with all restrictive covenants under our revolving credit facility.

See Note 14 to our condensed consolidated financial statements of this Quarterly Report for more information related to our credit facility.

### **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 in 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 by using the spread of similar companies in the same industry, of similar size, and with the same credit rating.

Additional information about credit risk is incorporated herein by reference to Note 21 to our condensed consolidated financial statements of this Quarterly Report.

### **Outlook**

In the current, uncertain market environment due to the COVID-19 pandemic and the oil price decline, we are strategically focused on cash and liquidity preservation.

We reduced our expectations for capital expenditures in the current year by more than 30% to approximately \$300.0 million. Projected capital expenditures for 2020 do not include any contingent capital that may be needed to respond to a contract award.

We announced a series of cost reduction initiatives that will result in annualized savings of at least \$350.0 million that extend to all business segments and support functions. These savings include the \$130.0 million in annualized cost reductions specifically identified for the Surface Technologies segment and Corporate. We anticipate achieving the targeted savings run-rate by the end of the year.

Additionally, we announced revisions to compensation through the end of the year which include a 30% reduction to the Chairman and Chief Executive Officer's salary; a 30% reduction in the Board of Directors' retainer; and a 20% reduction to the Executive Leadership team's salaries.

In April 2020, our Board of Directors announced its decision to lower the annual dividend by 75% to \$0.13 per share. TechnipFMC paid a dividend of \$0.13 per share earlier this year, and this fulfills the annual dividend distribution for 2020. The revised dividend policy will reduce the annual cash outflow by \$175 million when compared to the previous year's distribution. We intend to pay the 2021 dividend in quarterly installments beginning in April 2021.

Historically, TechnipFMC has generated liquidity and capital resources primarily through operations and, when needed, through its credit facility. We have \$625.9 million of capacity available under our revolving credit facility that we expect to utilize if working capital needs temporarily increase. The volatility in credit, equity and commodity markets creates some uncertainty for its businesses.

While we have not provided guidance for all operating segments, we do expect cash flow from operating activities to be positive for the full year. This reflects our reduced forecast for inbound orders and the absence of corresponding milestone payments.

## CRITICAL ACCOUNTING ESTIMATES

Refer to our Annual Report on Form 10-K for the year ended December 31, 2019 for a discussion of our critical accounting estimates. During the three months ended March 31, 2020, there were no changes to our identified critical accounting estimates, other than those indicated below.

### *Revenue Recognition*

Adjustments to estimates of contract revenue, total contract cost, or extent of progress toward completion are often required as work progresses under the contract and as experience is gained, even though the scope of work required under the contract may not change. The nature of accounting for long-term contracts is such that refinements of the estimating process for changing conditions and new developments are continuous and characteristic of the process. Consequently, the amount of revenue recognized over time is sensitive to changes in our estimates of total contract costs. There are many factors, including, but not limited to, the ability to properly execute the engineering and design phases consistent with our customers' expectations, the availability and costs of labor and material resources, productivity, and weather, all of which can affect the accuracy of our cost estimates, and ultimately, our future profitability.

Our operating loss for the three months ended March 31, 2020 was positively impacted by approximately \$78.2 million, as a result of changes in contract estimates related to projects that were in progress at March 31, 2020. During the three months ended March 31, 2020, we recognized changes in our estimates that had an impact on our margin in the amounts of \$69.9 million, \$11.6 million, and \$(3.3) million in our Technip Energies, Subsea, and Surface segments, respectively. The changes in contract estimates are attributed to better-than-expected performance in the execution of our projects.

Our operating profit was positively impacted by approximately \$157.2 million for the three months ended March 31, 2019, comprising \$109.9 million and \$47.3 million for the three months ended March 31, 2019 in our Technip Energies and Subsea segments, respectively. The changes in contract estimates were attributed to better than expected performance in the execution of our projects.

## 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 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 anticorruption 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, 2019. Our exposure to market risk has not changed materially since December 31, 2019.

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

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

As of March 31, 2020, 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, 2020.

#### ***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, 2020 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 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"). A remaining claim for alleged violation of Section 11 of the Securities Act in connection with the reporting of certain financial results in the Company's Form S-4 Registration Statement filed in 2016 is pending and seeks unspecified damages. The Company is vigorously contesting the litigation and cannot predict its duration or outcome.

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

In addition to our risk factors previously disclosed in Part I, Item 1A of our Annual Report on Form 10-K for the year ended the December 31, 2019, the following risk factor was identified:

***The COVID-19 pandemic has significantly reduced demand for our products and services, and has had, and may continue to have, an adverse impact on our financial condition, results of operations, and cash flows.***

The COVID-19 pandemic, including actions taken by governments and businesses, has resulted in a significant reduction in global economic activity, including increased volatility in global oil and natural gas markets. Measures taken to address and limit the spread of the disease—such as stay-at-home orders, social distancing guidelines, and travel restrictions—have adversely affected the economies and financial markets of many countries. The resulting disruption to our operations, communications, travel, and supply chain may continue or increase in the future, and could limit the ability of our employees, partners, or vendors to operate efficiently or at all, and has had, and is reasonably likely to continue to have, an adverse impact on our financial condition, operating results, and cash flows.

While the full impact of the COVID-19 pandemic is not yet known, we are closely monitoring the effects of the pandemic on commodity demands and on our customers, as well as on our operations and employees. These effects include adverse revenue and net income effects; disruptions to our operations; potential project delays or cancellations; employee impacts from illness, school closures, and other community response measures; and temporary closures of our facilities or the facilities of our customers and suppliers.

COVID-19, and the volatile regional and global economic conditions stemming from the pandemic, could also aggravate the other risk factors that we identified in Part I, Item 1A, "Risk Factors" of our Annual Report on Form 10-K for the year ended December 31, 2019, including but not limited to risks related to the demand for oil and gas, which may not recover immediately. The full extent to which the COVID-19 pandemic will impact our results is unknown and evolving and will depend on various factors and consequences beyond our control, such as the severity, duration, and spread of COVID-19; the success of actions taken by governments and health organizations to combat the disease and treat its effects; decisions by our alliance partners and customers regarding their business plans and capital expenditures; and the extent to which, and the timing of, general economic and operating conditions recover.

## 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, 2020.

The following table summarizes repurchases of our ordinary shares during the three months ended March 31, 2020.

### Issuer Purchases of Equity Securities

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares That May Yet Be Purchased Under the Plans or Programs <sup>(a)</sup>
January 1, 2020 – January 31, 2020	—	\$ —	—	14,286,427
February 1, 2020 – February 29, 2020	—	\$ —	—	14,286,427
March 1, 2020 – March 31, 2020	—	\$ —	—	14,286,427
<b>Total</b>	<b>—</b>	<b>\$ —</b>	<b>—</b>	<b>14,286,427</b>

(a) In December 2018, our Board of Directors authorized an extension of our share repurchase program for \$300 million for the purchase of ordinary shares.

## 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
10.1**	<a href="#">Form of Restricted Stock Unit Agreement pursuant to the Amended and Restated TechnipFMC plc Incentive Award Plan (Employee).</a>
10.2**	<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).

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

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

## 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

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Krisztina Doroghazi

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

Date: May 4, 2020

**RESTRICTED STOCK UNIT AGREEMENT**

**PURSUANT TO THE**

**TECHNIPFMC PLC INCENTIVE AWARD PLAN**

This Restricted Stock Unit Agreement (the “Agreement”) is made as of <<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 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:

1. Vesting. The RSUs will vest on <<Vesting Date>> (i.e., after a period of three (3) years from the date of grant of the RSUs) (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.**
2. Death, Disability or Retirement.
  - (a) 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.
  - (b) 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.
3. Change in Control. Notwithstanding the foregoing, upon a Change in Control where the surviving corporation or any parent corporation thereof:
  - (a) 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
  - (b) does not assume or continue the Award, such RSUs shall vest in full and 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 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.

5. Rights and Obligations as Stockholder.

(a) 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.

(b) 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.

6. 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.

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 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.

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 Shares on the Vesting Date, or, if the Vesting Date is not a business day, the next business day immediately following the Vesting 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, 11740 Katy Freeway, Houston, Texas 77079, 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.

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 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.

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 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.

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.

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 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 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. If Participant is employed by a Subsidiary established within the European Economic Area, in the event that the United Kingdom becomes a third country (for the purposes of the GDPR) as a result of the Brexit, Company will implement appropriate safeguards to ensure the protection of the Data in case of transfers of the Data from inside of the European Economic Area to outside of the European Economic Area, 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 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 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. 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 European Economic Area and to the extent its consent to the processing and/or the transfer of Data is required (see country-specific information in Schedule A of the Agreement), Participant hereby consents to such processing and/or transfer as described in 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. 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.

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 both the U.S. Securities Exchange Act and the Market Abuse Regulation ((EU) No 596/2014 (**MAR**)) (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.

22. **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.

23. **Definitions.**

Unless otherwise provided on Schedule A:

(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 (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

(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(a).

(d) "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.**

**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.

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:

(a) 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 engineering, construction, and related 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**");

- (i) 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;
- (ii) 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;
- (iii) 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.

(a) 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;

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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 RSUs 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 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:

(a) **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.

(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 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.
- (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 RSUs may vest, will be at the sole discretion of the Administrator.
- (e) Participation in the Plan is voluntary.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) The future value of the Shares that may be issued upon vesting of the RSUs 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 RSUs 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 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.
- (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 vesting of the RSUs.
- (m) 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.
- (n) 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.
- (o) 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.
- (p) 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.
- (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.

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

### **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:

(a) **“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.

(b) **“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.

(c) **“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 :*

(a) *de divulguer ou de communiquer à toute personne ;*

(b) *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*

(c) *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 :

(a) 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 :

(i) 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 ;

(ii) 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 ;

(iii) 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.

(b) 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 ;

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.*

#### **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:

(a) **"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.

(b) **"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.

**PERFORMANCE STOCK UNIT AGREEMENT**

**PURSUANT TO THE**

**TECHNIPFMC PLC INCENTIVE AWARD PLAN**

This Performance Stock Unit Agreement (the “Agreement”) is made as of <<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 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 <<Vesting Date>> (i.e., after a period of three (3) years from the date of grant of the PSUs) 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, 11740 Katy Freeway, Houston, Texas 77079, 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. Please note that 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.

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 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 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. If Participant is employed by a Subsidiary established within the European Economic Area, in the event that the United Kingdom becomes a third country (for the purposes of the GDPR) as a result of the Brexit, Company will implement appropriate safeguards to ensure the protection of the Data in case of transfers of the Data from inside of the European Economic Area to outside of the European Economic Area, 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 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 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. 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 European Economic Area and to the extent its consent to the processing and/or the transfer of Data is required (see country-specific information in Schedule A of the Agreement), Participant hereby consents to such processing and/or transfer as described in 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. 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.

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 both the U.S. Securities Exchange Act and the Market Abuse Regulation ((EU) No 596/2014 (MAR) (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:** January 1, <<YEAR>> to December 31, <<YEAR>>

### 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:
  - (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.
  
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:

(a) 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 engineering, construction, and related 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**");

- (i) 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;
- (ii) 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;
- (iii) 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.

(a) 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;

(a) 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.

(b) 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.

(c) The Company may add or remove entities from the list of Restricted Entities if there are any corporate reorganizations, 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.

(d) 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.

(e) 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.

## II. COUNTRY SPECIFIC PROVISIONS APPLICABLE TO PARTICIPANTS WHO PROVIDE SERVICES IN THE IDENTIFIED COUNTRIES

### 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:

(a) "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.

(b) "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.

(c) "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 :

(a) de divulguer ou de communiquer à toute personne ;

(b) 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

(c) 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 :

(a) 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 :

(i) 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 ;

(ii) 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 ;

(iii) 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.

(b) 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 ;

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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 proportionnées 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.

#### 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:

(a) “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.

(b) “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, 2020 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 4, 2020

/s/ DOUGLAS J. PFERDEHIRT

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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, Maryann T. Mannen, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the period ended March 31, 2020 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 4, 2020

/s/ MARYANN T. MANNEN

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Maryann T. Mannen  
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, 2020, 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 4, 2020

/s/ DOUGLAS J. PFERDEHIRT

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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, Maryann T. Mannen, 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, 2020, 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 4, 2020

/s/ MARYANN T. MANNEN

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Maryann T. Mannen  
Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)