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

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

Emerging growth company ☐

this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of

Ordinary shares, $1.00 par value per share

FTI

New York Stock Exchange

Title of Each Class

Symbol

on Which Registered

Trading

Name of Each Exchange

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

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

the following provisions:

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of

(Former name or former address, if changed since last report)

Not Applicable

(Registrant’s telephone number, including area code)

+1 281-591-4000

(Address of principal executive offices)

(Zip Code)

United States of America

77044

Houston, Texas

One Subsea Lane

(State or other jurisdiction of incorporation)

(Commission File Number)

(IRS Employer Identification No.)

United Kingdom

001-37983

98-1283037

(Exact name of registrant as specified in its charter)

TechnipFMC plc

Date of Report (Date of earliest event reported)

January 29, 2024

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

CURRENT REPORT

FORM 8-K

Washington, D.C. 20549

SECURITIES AND EXCHANGE COMMISSION

UNITED STATES

104

Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 10.1)

10.1

Form of TechnipFMC plc Executive Severance Agreement

No.

Description

Exhibit

Item 9.01

Financial Statements and Exhibits.

text of the form Executive Severance Agreement, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

The foregoing summary of the Executive Severance Agreements does not purport to be complete and is qualified in its entirety by the complete

would also no longer be subject to any stock ownership or retention requirements.

of such benefits would not be deductible by reason of Section 280G of the U.S. Internal Revenue Code. Following termination, the executive

Severance Agreements is subject to the executive signing a release of claims. The severance benefits may also be reduced to the extent payment

Executive Severance Agreement will be reduced by any such other severance amounts. Receipt of the severance benefits under the Executive

executive is eligible for severance under applicable law, collective agreement, or an employment agreement, then the severance paid under the

insurance coverage for twenty-four months, or in the case of our Chief Executive Officer and Chief Financial Officer, for thirty-six months. If an

payable for the executive under the Company’s health care, life, accidental death and dismemberment insurance and long-term disability

amount of the executive’s annual target cash bonus for the year the executive is terminated; and (v) an amount equal to the monthly premium

two for all other executive officers); (iii) accrued but unpaid base salary and unused paid time off pay; (iv) a pro-rated payment equal to the

executive’s prior three-year average annual cash bonus (multiple of three for our Chief Executive Officer and Chief Financial Officer; multiple of

Financial Officer; multiple of two for all other executive officers); (ii) a multiple of the greater of the executive’s annual target cash bonus or the

severance benefits are equal to (i) a multiple of each executive’s base salary (multiple of three for our Chief Executive Officer and Chief

employment is terminated without cause or constructively terminated within the twenty-four months following a change in control. The

Similar to the prior agreements, the Executive Severance Agreements provide for “double trigger” severance benefits if an executive officer’s

other executive officers similarly with no expiration date, effective as of their respective appointment dates.

President, Subsea, with no expiration date. The Compensation Committee also approved entering into Executive Severance Agreements with our

of Executive Severance Agreements with our Chief Executive Officer, our Executive Vice President and Chief Technology Officer, and our

On January 29, 2024, the Compensation Committee of the Board of Directors of TechnipFMC plc (the “Company” or “us”) approved the renewal

Certain Officers.

Item 5.02

Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of

Title: Executive Vice President, Chief Legal Officer and Secretary

Dated: January 29, 2024

Name: Cristina Aalders

By: /s/ Cristina Aalders

TechnipFMC plc

undersigned hereunto duly authorized.

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

SIGNATURES

fulfilled, and until all benefits required hereunder have been paid to the Executive.

four (24) months beyond the month in which such Change in Control occurred; or until all obligations of the Company hereunder have been

the Agreement. However, in the event a Change in Control occurs during the term, this Agreement will remain in effect for the longer of: twenty-

when the Executive no longer holds an equivalent or higher level of title and position unless the Company, in its sole discretion, elects to extend

This Agreement will commence on [date] (the “Effective Date”) and will continue in effect [until the earlier of [date] or] until such date

TERM

ARTICLE I.

remain in the employ of the Company, and for other good and valuable consideration, the Company and the Executive agree as follows:

Executive’s advice and counsel notwithstanding the possibility, threat, or occurrence of a Change in Control, and to induce the Executive to

NOW, THEREFORE, to assure the Company that it will have the continued dedication of the Executive and the availability of the

appropriate; and

Control would be in the best interests of the Company and its shareholders, and to take such other actions as the Board might determine to be

called upon to assist in the assessment of such possible Change in Control, advise management and the Board as to whether such Change in

WHEREAS, should the possibility of a Change in Control arise, in addition to the Executive’s regular duties, the Executive may be

personal uncertainties and risks created by the possibility of a Change in Control; and

advice, if requested, as to the best interests of the Company and its shareholders without concern that the Executive might be distracted by the

able to rely upon the Executive to continue in the Executive’s position, and that the Company be able to receive and rely upon the Executive’s

WHEREAS, should the possibility of a Change in Control arise, the Board believes it is imperative that the Company and the Board be

WHEREAS, the Executive is a key executive of the Company;

Company;

WHEREAS, the Committee has approved the Company’s entering into severance agreements with certain key executives of the

“Company”) and [Executive] (hereinafter referred to as the “Executive”).

THIS AGREEMENT is made and entered into as of the [date], by and between TechnipFMC plc (hereinafter referred to as the

EXECUTIVE SEVERANCE AGREEMENT

TECHNIPFMC PLC

Exhibit 10.1

2

employment is terminated due to the following circumstances:

Following a Change in Control, the Executive will not be entitled to receive Severance Benefits under this Agreement if the Executive’s

Section 3.2 Terminations Receiving no Severance Rights under this Agreement.

Agreement.

other incentive arrangements adopted by the Company that vests as a result of the Change in Control in accordance with the terms of this

ordinary shares by executive officers will not apply to any awards granted to the Executive prior to a Change in Control under the Equity Plans or

D. Any restrictions imposed by Company ownership or retention guidelines applicable to the sale of the Company’s

the future (the “Equity Plans”) will be treated pursuant to the terms of the applicable plan.

Incentive Award Plan, any legacy Technip Incentive Award or Capital Plan, and other similar incentive arrangements adopted by the Company in

C. Awards granted under the Amended and Restated TechnipFMC plc Incentive Award Plan, TechnipFMC plc 2022

during the Protection Period.

2. a voluntary termination for Good Reason pursuant to a Notice of Termination delivered to the Company by the Executive

the Company for reasons other than Cause, Disability, or death during the Protection Period; or

1. an involuntary termination of the Executive’s employment pursuant to a Notice of Termination delivered to the Executive by

trigger the payment of Severance Benefits to the Executive under this Agreement:

B. The occurrence of any one or more of the following events will constitute a “Qualifying Termination” and will

any revocation period required by law.

release of claims and covenant not to sue within forty-five (45) days of the Effective Date of Termination, and not revoking such release during

the Executive has occurred. Executive’s right to receive the Severance Benefits is conditioned upon Executive’s signing an effective general

Agreement, and as set forth in Exhibit B, if there has been a Change in Control and if during the Protection Period a Qualifying Termination of

A. The Executive will be entitled to receive from the Company Severance Benefits pursuant to the terms of this

Section 3.1 Right to Severance Benefits.

SEVERANCE BENEFITS

ARTICLE III.

Capitalized terms used and not defined in the body of this Agreement are defined in Exhibit A.

DEFINED TERMS

ARTICLE II.

3

applicable jurisdiction (including, without limitation, any federal, state, city, or local income, employment or social insurance taxes).

The Company will be entitled to withhold from any amounts payable under this Agreement all taxes as may be legally required in the

Section 4.2 Withholding of Taxes.

the Release.

than one taxable year, then payment of the Severance Benefits will not be made until the later taxable year, no matter when the Executive signs

Release, but in no event beyond sixty (60) days from such date. If the time period during which the Executive may sign the Release spans more

the Executive (or the Executive’s Beneficiary, if applicable) in a single lump sum as soon as practicable following the effective date of the

The Severance Benefits described in subparagraph (a) under the Description of Severance Benefits in Exhibit B will be paid in cash to

Section 4.1 Form and Timing of Severance Benefits.

FORM AND TIMING OF SEVERANCE BENEFITS

ARTICLE IV.

described in Exhibit B, and the Company will have no further obligations to the Executive under this Agreement.

due. In such event, neither the Executive nor the Executive’s Beneficiary will be entitled to the Severance Benefits referenced in Section 3.1 and

Company, by law, any applicable collective bargaining agreement, or employment contract or addendum thereto, at the time such payments are

through the effective termination, at the rate then in effect, plus all other amounts to which the Executive is entitled under any plans of the

Executive other than for Good Reason, the Company will pay the Executive an amount equal to the Executive’s Base Salary prorata temporis

C. Termination for Cause. If the Executive’s employment is terminated either: by the Company for Cause; or by the

referenced in Section 3.1 and described in Exhibit B, and the Company will have no further obligations to the Executive under this Agreement;

employment is terminated due to Disability, neither the Executive nor the Executive’s Beneficiary will be entitled to the Severance Benefits

Company’s disability, retirement, survivor’s benefits, insurance, and other applicable plans and programs then in effect. If the Executive’s

the Executive’s Base Salary through the Effective Date of Termination, and the Executive’s benefits will be determined in accordance with the

B. Termination for Disability. If the Executive’s employment is terminated due to Disability, the Executive will receive

under this Agreement;

Severance Benefits referenced in Section 3.1 and described in Exhibit B, and the Company will have no further obligations to the Executive

effect. If the Executive’s employment is terminated due to death, neither the Executive nor the Executive’s Beneficiary will be entitled to the

determined in accordance with the Company’s retirement, survivor’s benefits, insurance, and other applicable programs of the Company then in

A. Termination upon Death. If the Executive’s employment is terminated due to death, the Executive’s benefits will be

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or any part of such payment from the Executive or from whomsoever may be entitled thereto, for any reasons whatsoever.

without notice or demand. Each and every payment made hereunder by the Company will be final, and the Company will not seek to recover all

other right that the Company may have against the Executive or anyone else. All amounts payable by the Company hereunder will be paid

unconditional, and will not be affected by any circumstances, including, without limitation, any offset, counterclaim, recoupment, defense, or

Section 5.1 The Company’s obligation to make the payments and the arrangements provided for herein will be absolute and

THE COMPANY’S PAYMENT OBLIGATION

ARTICLE V.

Total Payments to be received, as determined by the Committee.

made in the following order: (1) by reducing any cash payments under Section 4.1 of this Agreement, and (2) by reducing any other non-cash

C. Should the Total Payments be reduced by applying the provisions of this Section 4.3, then such reductions shall be

Regulations issued thereunder.

accordance with the principles of section 280G(d)(3) and (4) of the Code and based on reasonable good faith interpretations of section 280G and the Treasury

3. the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the Auditor in

(within the meaning set forth in section 280G(b)(3) of the Code) allocable to such reasonable compensation; and

and selected by the Auditor, does not constitute a “parachute payment” within the meaning of section 280G(b)(2) of the Code, in excess of the “Base Amount”

2. no portion of the Total Payments shall be taken into account which, in the opinion of tax counsel reasonably acceptable to the Executive

to constitute a “payment” within the meaning of section 280G(b) of the Code, shall be taken into account;

1. no portion of the Total Payments that the Executive has waived the receipt or enjoyment of, at such a time and in such a manner so as not

B. For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax;

subject in respect of such unreduced Total Payments.

federal, state, and local income and employment taxes on such Total Payments and the amount of Excise Tax to which the Executive would be

Payments, is greater than or equal to the net amount of such Total Payments without such reduction, but after subtracting the net amount of

Payments, as so reduced, and after subtracting the net amount of federal, state, and local income and employment taxes on such reduced Total

of the Total Payments is subject to the Excise Tax; provided, however, that such reduction shall occur only if the net amount of such Total

Total Payments provided by reason of section 280G of the Code, the Total Payments shall be reduced, to the extent necessary, so that no portion

Payments received by the Executive would be subject (in whole or in part), to an Excise Tax, then, after taking into account any reduction in the

A. If a Change in Control occurs during the original or extended term of this Agreement, then to the extent any Total

Section 4.3 Cut-Back Provision.

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Executive incurs such costs.

Effective Date of Termination or $50,000. The invoice for such services must be submitted no later than ninety (90) days following the date the

such outplacement services will be limited to an amount equal to the lesser of fifteen percent (15%) of the Executive’s Base Salary as of the

services obtained by the Executive within the eighteen (18) month period after the Effective Date of Termination. The total reimbursement for

Following a Qualifying Termination, the Executive will be reimbursed by the Company for the reasonable costs of all outplacement

OUTPLACEMENT ASSISTANCE

ARTICLE VII.

which Executive is entitled under this Agreement or any other agreement to which the Executive and the Company are parties.

paid in lieu of any other benefit or portion thereof; and shall not affect Executive’s right to reimbursement of any expenses or in-kind benefits to

reasonable and incurred on or before the date that is ten (10) years after Executive’s Effective Date of Termination may not be exchanged for or

Company’s obligations under this Article VII shall apply only to legal fees, costs of litigation, prejudgment interest, and other expenses that are

validity, enforceability, or interpretation of this Agreement, or as a result of any conflict between the parties pertaining to this Agreement. The

provide the Severance Benefits to which the Executive becomes entitled under this Agreement, or as a result of the Company’s contesting the

fees, costs of litigation, prejudgment interest, and other expenses incurred in good faith by the Executive as a result of the Company’s refusal to

Executive, which invoice shall be submitted no later than ninety (90) days following the date Executive incurs liability for the relevant item, legal

To the extent permitted by law, the Company will pay as incurred within ten (10) days following receipt of an invoice from the

FEES AND EXPENSES

ARTICLE VI.

and the Company.

This Agreement shall supersede and replace the terms of any previously executed Executive Severance Agreement between Executive

claims wherever in the world arising).

the Executive may have against the Company arising out of the termination of employment (including both contractual and statutory employment

Benefits, before pay-out of the Severance Benefit. The Severance Benefits will be in full and final settlement of all and any rights and claims that

regulations, collective agreements or employment contracts or addendum thereto, its amount will be deducted from the amount of the Severance

other than benefits described in this Agreement, will be paid to the Executive. In case any severance indemnity is due under applicable law,

Section 5.3 If Severance Benefits are paid under this Agreement, no severance benefits under any program of the Company,

Company’s obligations to make the payments and arrangements required to be made under this Agreement.

made under any provision of this Agreement, and the obtaining of any such other employment will in no event effect any reduction of the

Section 5.2 The Executive will not be obligated to seek other employment in mitigation of the amounts payable or arrangements

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provision had not been included. Further, the captions of this Agreement are not part of the provisions hereof and will have no force and effect.

or invalidity will not affect the remaining parts of the Agreement, and the Agreement will be construed and enforced as if the illegal or invalid

Section 9.3 Severability. In the event any provision of this Agreement will be held illegal or invalid for any reason, the illegality

acceptable to the Committee. The Executive may make or change such designations at any time.

Beneficiaries of any Severance Benefits owing to the Executive under this Agreement. Such designation must be in the form of a signed writing

Section 9.2 Beneficiaries. The Executive may designate one or more persons or entities as the primary and/or contingent

time, subject to applicable law.

Company, the employment of the Executive by the Company is “at will,” and may be terminated by either the Executive or the Company at any

Section 9.1 Employment Status. Except as may be provided under any other agreement between the Executive and the

MISCELLANEOUS

ARTICLE IX.

estate, will be treated as the Beneficiary under this Agreement.

Executive’s devisee, legatee, or other designee, or if there is no such designee, to the Executive’s estate, and such designee, or the Executive’s

terms of this Agreement to the Executive’s Beneficiary. If the Executive has not named a Beneficiary, then such amounts will be paid to the

amount would still be payable under this Agreement, all such amounts, unless otherwise provided herein, will be paid in accordance with the

personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, and legatees. If the Executive dies while any

Section 8.2 Assignment by the Executive. This Agreement will inure to the benefit of and be enforceable by the Executive’s

that the Company would be required to perform them if no such succession had taken place.

thereof to expressly assume and agree to perform the Company’s obligations under this Agreement in the same manner and to the same extent

merger, consolidation, or otherwise) of all or substantially all of the business and/or assets of the Company or of any division or subsidiary

Section 8.1 Successors to the Company. The Company will require any successor (whether direct or indirect, by purchase,

SUCCESSORS AND ASSIGNMENT

ARTICLE VIII.

parties.

or in-kind benefits to which the Executive is entitled under this Agreement or any other agreement to which the Executive and the Company are

not be exchanged for or paid in lieu of another benefit or portion thereof; and shall not affect Executive’s right to reimbursement of any expenses

The Company’s obligations under this Article VIII shall apply only to costs for outplacement services obtained by the Executive; may

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Date:

Date:

Title:

Title:

Name:

Name:

TechnipFMC plc

Executive

to the extent required by section 409A of the Code.

of any such Severance Benefits shall be delayed until the earlier of six months following the Effective Date of Termination or Executive’s death,

considered a “specified employee” for purposes of section 409A of the Code at such time of his or her separation from service, then the payments

the meaning of Section 409A, and (b) if the Company (or any affiliate of the Company) is a publicly traded company, and Executive is

of the Code, then (a) the Severance Benefits will only be payable pursuant to this Agreement upon Executive’s “separation from service” within

Severance Benefits payable under this Agreement are considered deferred compensation subject to and not otherwise exempt from section 409A

under this Agreement are intended to be exempt from section 409A of the Code as short-term deferrals. However, to the extent that any

Section 9.7 409A. To the extent the Executive is subject to taxation in the United States, then the Severance Benefits payable

former officer or director) of the Company.

Executive will be covered by director and officer liability insurance to the maximum extent that that insurance covers any officer or director (or

which he is made a party by reason of being (or having been) an officer, director, or employee of the Company or any of its subsidiaries. The

and reasonable expenses, including any attorneys’ fees, incurred by the Executive in connection with the defense of any lawsuit or other claim to

Executive’s employment, indemnify the Executive (including by advancing him expenses) for any judgments, fines, amounts paid in settlement,

Section 9.6 Indemnification. To the full extent permitted by law, the Company will, both during and after the period of the

of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether

Control has occurred shall be determined by applying the laws of the United Kingdom. The remainder of this Agreement shall be governed by

Section 9.5 Applicable Law. Interpretations regarding the definition of Change in Control and whether or not a Change in

parties’ legal representatives and successors.

waiver, or discharge is agreed to in writing and signed by the Executive and by an authorized member of the Committee, or by the respective

Section 9.4 Modification. No provision of this Agreement may be modified, waived, or discharged unless such modification,

Exhibit A-1

Treasury Regulation Section 1.409A-3(i)(5) shall be consistent with such regulation.

any exercise of authority in conjunction with a determination of whether a Change in Control is a “change in control event” as defined in

pursuant to the above definition, the date of the occurrence of such Change in Control and any incidental matters relating thereto; provided that

have full and final authority, which shall be exercised in its sole discretion, to determine conclusively whether a Change in Control has occurred

transfer. There is no Change in Control upon any distribution of a subsidiary or assets by the Company to its shareholders. The Committee shall

There is no Change in Control when there is a transfer to an entity that is controlled by the shareholders of the Company immediately after the

(c) a Change in Ownership of a Substantial Portion of Assets.

(b) a Change in Effective Control; or

(a) a Takeover;

Change in Control means and includes each of the following:

(c) the Executive’s having been convicted of, or pleading guilty or nolo contendere to, a felony under applicable law.

or an affiliate; or

(b) the Executive’s willfully engaging in other conduct which is demonstrably and materially injurious to the Company

days of receiving such demand;

the Executive has failed to resume substantial performance of the Executive’s duties on a continuous basis within thirty (30) calendar

specifically identifies the manner in which the Company believes the Executive has failed to perform the Executive’s duties, and after

a Notice of Termination for Good Reason), after a written demand for substantial performance is delivered to the Executive that

material respect (other than any such failure resulting from physical or mental incapacity or occurring after issuance by the Executive of

(a) the Executive’s willful and continued failure to substantially perform the Executive’s employment duties in any

Cause means:

Board means the Board of Directors of the Company.

Beneficiary means the persons or entities designated or deemed designated by the Executive pursuant to Section 10.2 of the Agreement.

or other bonus plans, whether or not deferred.

Base Salary means the then current salary of record paid to an Executive as annual salary, excluding amounts received under incentive

Auditor means the accounting firm that was the Company’s independent auditor immediately prior to the Change in Control.

Agreement means the Executive Severance Agreement between the Company and the Executive.

DEFINED TERMS

EXHIBIT A

Exhibit A-2

(b) An entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by the Company;

including but not limited to any spin-off of any subsidiary or other assets of the Company;

(a) A shareholder of the Company (immediately before the asset transfer) in exchange for or with respect to its stock,

transferred to:

A transfer of assets by the Company is not treated as a Change of Ownership of a Substantial Portion of Assets if the assets are

any liabilities associated with such assets.

gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to

of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For this purpose,

most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 40%

that any one person, or more than one Person Acting as a Group, acquires (or has acquired during the 12-month period ending on the date of the

Change in Ownership of a Substantial Portion of Assets: A Change in Ownership of a Substantial Portion of Assets occurs on the date

cause a change in ownership of the Company).

additional control of the Company by the same person or persons is not considered to cause a Change in Effective Control of the Company (or to

If any one person, or more than one Person Acting as a Group, is considered to effectively control the Company, the acquisition of

occurred.

Company. Further, in the absence of an event described in clause (a) or (b), a Change in Effective Control of the Company will not have

Effective Control or the Company is liable for the payment of the benefits hereunder and no other corporation is a majority shareholder of the

A Change in Effective Control will have occurred only if the Executive is employed by the Company upon the date of the Change in

election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election.

(b) a majority of members of the Board is replaced during any 12-month period by directors whose appointment or

more of the total voting power of the stock of the Company; or

ending on the date of the most recent acquisition by such person or persons) ownership of stock of the Company possessing 30% or

(a) Any one person, or more than one Person Acting as a Group, acquires (or has acquired during the 12-month period

Change in Effective Control: A Change in Effective Control of the Company occurs on the date that either:

Exhibit A-3

Good Reason means, without the Executive’s express written consent, the occurrence of any one or more of the following:

Executive has the meaning as set forth in the introduction to this Agreement.

Excise Tax means a tax imposed by section 4999 of the Code.

Exchange Act means the Securities Exchange Act of 1934, as amended from time to time, and any successor thereto.

Benefits under the Agreement.

Effective Date of Termination means the date on which a Qualifying Termination occurs which triggers the payment of Severance

Executive was employed when such disability commenced.

Disability means complete and permanent inability by reason of illness or accident to perform the duties of the occupation at which the

Control shall have the meaning given in section 995 (2) of the UK Income Tax Act 2007.

in Article IX of the Agreement.

09909709) whose registered office is at One St. Paul’s Churchyard, London, EC4M 8AP, United Kingdom, or any successor thereto as provided

Company means TechnipFMC plc, a public limited company incorporated under the laws of England & Wales (registered number

the Compensation Committee.

Committee means the Compensation Committee of the Board or any other committee of the Board appointed to perform the functions of

Code means the United States Internal Revenue Code of 1986, as amended from time to time.

treated as a Change in Ownership of a Substantial Portion of Assets of the Company.

Company has no ownership interest before the transaction, but which is a majority-owned subsidiary of the Company after the transaction is not

A person’s status is determined immediately after the transfer of the assets. For example, a transfer to a corporation in which the

described in clause (c).

(d) An entity, at least 50% of the total value or voting power of which is owned, directly or indirectly, by a person

value or voting power of all the outstanding stock of the Company; or

(c) A person, or more than one Person Acting as a Group, that owns, directly or indirectly, 50% or more of the total

Exhibit A-4

provision so indicated.

forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive’s employment under the

Notice of Termination means a written notice which indicates the specific termination provision in this Agreement relied upon, and sets

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.

event giving rise to a Good Reason termination must occur during the Protection Period, but Executive’s actual termination of employment for

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 within thirty (30) days following the Company’s receipt of Executive’s written notice; and the Executive separates from employment with

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

circumstance constituting Good Reason; however, “Good Reason” for Executive’s separation from employment will exist only if: the Executive

constituting a Disability. The Executive’s continued employment will not constitute a waiver of the Executive’s rights with respect to any

The existence of Good Reason will not be affected by the Executive’s temporary incapacity due to physical or mental illness not

(f) any termination of Executive’s employment by the Company that is not effected pursuant to a Notice of Termination.

in Article IX of the Agreement; or

(e) the failure of the Company to assume and agree to perform this Agreement in all material respects, as contemplated

Change in Control; and on the date immediately preceding the Change in Control;

participates from the greatest of the levels in place: on the Effective Date; during the fiscal year immediately preceding the year of the

incentive compensation plans, or employee benefit or retirement plans, policies, practices, or arrangements in which the Executive

(d) a material reduction in the Executive’s level of participation in any of the Company’s short- and/or long-term

may be increased from time to time;

(c) a material reduction by the Company in the Executive’s Base Salary as in effect on the Effective Date or as the same

Executive’s business obligations as of the Effective Date or as the same may be changed from time to time prior to a Change in Control;

time of the Change in Control, except for required travel on the Company’s business to an extent substantially consistent with the

further from the Executive’s then current primary residence than is such residence from the office where the Executive is located at the

(b) the Company’s requiring the Executive to be based at a location which is at least one hundred fifty (150) miles

to report to the Board of Directors);

entity, or any material adverse change in the Executive’s reporting relationship, such as the chairman or chief executive officer ceasing

status as a result of the equity capital of the Company ceasing to be publicly traded or of the Company becoming a subsidiary of another

immediately preceding the Change in Control, (including, without limitation, any material adverse change in such primary duties or

those in effect: on the Effective Date; during the fiscal year immediately preceding the year of the Change in Control; and on the date

status as an employee of the Company (including, without limitation, offices, titles and reporting requirements) from the greatest of

(a) a material reduction or alteration in the Executive’s primary authorities, duties, or responsibilities or in Executive’s

Exhibit A-5

the meaning of Section 280G of the Code) whether pursuant to this Agreement or any other plan, arrangement or agreement with the Company.

Total Payments means payments or benefits received or to be received by the Executive in connection with a Change in Control (within

(d) obtains Control of the Company in any other way.

jurisdiction) to acquire the ordinary share capital of the Company; or

(c) becomes bound or entitled under Sections 979 to 985 of the Companies Act 2006 (or similar law of another

of the Companies Act 2006, or sanctioned under any other similar law of another jurisdiction;

(b) obtains Control of the Company as a result of a compromise or arrangement sanctioned by a court under Section 899

capital of the Company, which is made on a condition that, if it is satisfied, the Acquiring Person will have Control of the Company; or

(a) obtains Control of the Company as the result of making a general offer to acquire all of the issued ordinary share

Takeover shall mean if any person (or a group of persons acting in concert) (the “Acquiring Person”):

“Subsidiary” means any subsidiary of the Company.

Severance Benefits means the payment of severance compensation as provided in Sections 3.1 and 4.1 of the Agreement and Exhibit B.

payment of Severance Benefits under the Agreement.

Qualifying Termination means any of the events described in Section 3.1 of the Agreement, the occurrence of which triggers the

anniversary of the Change in Control.

Protection Period means the period beginning on the date of the Change in Control and ending on the twenty-four (24) calendar month

transaction giving rise to the change and not with respect to the ownership interest in the other corporation.

considered to be acting as a group with other shareholders in a corporation only with respect to the ownership in that corporation prior to the

corporations that enter into a merger, consolidation, purchase or acquisition of stock or assets, or similar transaction, such shareholder is

or acquisition of stock or assets, or similar business transaction with the Company. If a person, including an entity, owns stock in both

However, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase

the same corporation at the same time, or as a result of the same public offering; or purchase assets of the same corporation at the same time.

Persons Acting as a Group: Persons will not be considered to be acting as a group solely because they either: purchase or own stock of

Exhibit B-1

(36)].

dismemberment, and disability insurance plans as in effect on the Effective Date of Termination, and (B) [twenty-four (24)] [thirty-six

applicable spouse and dependent coverage) under the Company’s health, dental, vision, prescription drug, life and accidental death and

(e) an amount equal to the product of (A) the total monthly premium payable for coverage for the Executive (and if

annual cash incentive prior to such reduction), prorated through the Effective Date of Termination; and

Termination occurred (or if Executive’s termination is for Good Reason due to a reduction in his/her annual cash incentive the target

(d) an amount equal to the target cash annual cash incentive for the year in which the Executive’s Effective Date of

through the Effective Date of Termination;

(c) an amount equal to the Executive’s unpaid Base Salary, and unused and accrued vacation pay, earned or accrued

annual cash incentive prior to such reduction).

Date of Termination (or if Executive’s termination is for Good Reason due to a reduction in his/her annual cash incentive the target

three years prior to the Effective Date of Termination, or (B) the Executive’s target annual cash incentive for the year of the Effective

(b) an amount equal to [two][three] times the greater of (A) Executive’s average cash incentive bonus payable in the

the Executive’s Base Salary on the Effective Date of Termination;

(a) an amount equal to [two][three] times the greater of (A) the Executive’s Base Salary as in effect on the Effective Date or (B)

provide to the Executive as follows:

In the event the Executive becomes entitled to receive Severance Benefits, as provided in Section 3.1 of the Agreement, the Company will

Severance Benefits.

Capitalized terms used and not defined in this Exhibit B are defined in Exhibit A to the Agreement.

DESCRIPTION OF BENEFITS

EXHIBIT B