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

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

Emerging growth company ☐

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 this chapter) or Rule

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

Ordinary shares, $1.00 par value per share

FTI

New York Stock Exchange

Title of Each Class

Trading Symbol

Name of Each Exchange on Which Registered

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

☐ 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)

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 the following provisions:

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

(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)

(I.R.S. 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)

April 25, 2025

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

348,282,190

98.85%

4,034,391

1.14%

64,732

13,304,319

(Number of votes)

votes)

(Number of votes)

votes)

PERCENT FOR (%)

PERCENT AGAINST (%)

FOR

AGAINST (Number of

ABSTENTIONS

BROKER NON-VOTES (Number of

c. Election of director: Eleazar de Carvalho Filho

350,897,737

99.59%

1,419,581

0.40%

63,995

13,304,319

(Number of votes)

votes)

(Number of votes)

votes)

PERCENT FOR (%)

PERCENT AGAINST (%)

FOR

AGAINST (Number of

ABSTENTIONS

BROKER NON-VOTES (Number of

b. Election of director: Claire S. Farley

344,524,310

97.78%

7,798,542

2.21%

58,461

13,304,319

(Number of votes)

votes)

(Number of votes)

votes)

PERCENT FOR (%)

PERCENT AGAINST (%)

FOR

AGAINST (Number of

ABSTENTIONS

BROKER NON-VOTES (Number of

a. Election of director: Douglas J. Pferdehirt

results were as follows:

or until his or her earlier death, retirement, resignation, or removal pursuant to the Company’s articles of association: The voting

Elect each of the following director nominees for a term expiring at the Company’s 2026 Annual General Meeting of Shareholders

Proposal 1(a)-1(i) – Election of Directors

The following are the final voting results of the Annual Meeting.

Securities and Exchange Commission on March 14, 2025.

Proposal 10. Each proposal is more fully described in the Company’s definitive proxy statement on Schedule 14A filed with the

authorizing the Board to allot equity securities without pre-emptive rights pursuant to the authority contemplated by the resolution in

auditor for the year ending December 31, 2025; (10) authorizing the Board to allot equity securities in the Company; and (11)

the Board and/or the Audit Committee to determine the remuneration of PwC, in its capacity as the Company’s U.K. statutory

General Meeting of Shareholders until the next annual general meeting of shareholders at which accounts are laid; (9) authorizing

Company’s U.K. statutory auditor under the U.K. Companies Act 2006, to hold office from the conclusion of the 2025 Annual

Company’s U.S. independent registered public accounting firm for the year ending December 31, 2025; (8) reappointing PwC as the

reports of the directors and the auditor thereon; (7) ratifying the appointment of PricewaterhouseCoopers LLP (“PwC”) as the

December 31, 2027; (6) receiving the Company’s audited U.K. accounts for the year ended December 31, 2024, including the

ended December 31, 2024; (5) approving the Company's prospective directors' remuneration policy for the three years ending

executive officers; (4) approving, as a non-binding advisory resolution, the Company’s directors’ remuneration report for the year

December 31, 2024; (3) approving, as a non-binding advisory resolution, the frequency of future Say-on-Pay proposals for named

(2) approving, as a non-binding advisory resolution, the Company’s named executive officer compensation for the year ended

Shareholders or until his or her earlier death, retirement, resignation, or removal pursuant to the Company’s articles of association;

purpose of (1) electing each of the 9 director nominees for a term expiring at the Company’s 2026 Annual General Meeting of

TechnipFMC plc (the “Company”) held its Annual General Meeting of Shareholders on April 25, 2025 (the “Annual Meeting”) for the

Item 5.07 Submission of Matters to a Vote of Security Holders

345,968,485

98.27%

6,083,195

1.72%

329,633

13,304,319

(Number of votes)

votes)

(Number of votes)

votes)

PERCENT FOR (%)

PERCENT AGAINST (%)

FOR

AGAINST (Number of

ABSTENTIONS

BROKER NON-VOTES (Number of

The voting results were as follows:

Approve, on an advisory basis, the Company’s named executive officer compensation for the year ended December 31, 2024.

Proposal 2 – 2024 U.S. Say-on-Pay for Named Executive Officers

351,937,800

99.89%

382,890

0.10%

60,623

13,304,319

(Number of votes)

votes)

(Number of votes)

votes)

PERCENT FOR (%)

PERCENT AGAINST (%)

FOR

AGAINST (Number of

ABSTENTIONS

BROKER NON-VOTES (Number of

i. Election of director: Sophie Zurquiyah

348,567,191

98.96%

3,641,351

1.03%

172,771

13,304,319

(Number of votes)

votes)

(Number of votes)

votes)

PERCENT FOR (%)

PERCENT AGAINST (%)

FOR

AGAINST (Number of

ABSTENTIONS

BROKER NON-VOTES (Number of

h. Election of director: John Yearwood

351,988,618

99.90%

331,105

0.09%

61,590

13,304,319

(Number of votes)

votes)

(Number of votes)

votes)

PERCENT FOR (%)

PERCENT AGAINST (%)

FOR

AGAINST (Number of

ABSTENTIONS

BROKER NON-VOTES (Number of

g. Election of director: Kay G. Priestly

348,546,687

98.95%

3,664,854

1.04%

169,772

13,304,319

(Number of votes)

votes)

(Number of votes)

votes)

PERCENT FOR (%)

PERCENT AGAINST (%)

FOR

AGAINST (Number of

ABSTENTIONS

BROKER NON-VOTES (Number of

f. Election of director: Margareth Øvrum

350,079,483

99.36%

2,240,182

0.63%

61,648

13,304,319

(Number of votes)

votes)

(Number of votes)

votes)

PERCENT FOR (%)

PERCENT AGAINST (%)

FOR

AGAINST (Number of

ABSTENTIONS

BROKER NON-VOTES (Number of

e. Election of director: John O’Leary

352,148,601

99.95%

167,184

0.04%

65,528

13,304,319

(Number of votes)

votes)

(Number of votes)

votes)

PERCENT FOR (%)

PERCENT AGAINST (%)

FOR

AGAINST (Number of

ABSTENTIONS

BROKER NON-VOTES (Number of

d. Election of director: Robert G. Gwin

Tranche 5

55.00

60.00

800,000

Tranche 4

50.00

55.00

800,000

Tranche 3

45.00

50.00

800,000

Tranche 2

40.00

45.00

600,000

Tranche 1

35.00

40.00

600,000

Threshold VWAP ($)

Maximum VWAP ($)

Creation PSUs

Maximum Vested Value

four-quarter period as follows:

given consecutive four-quarter period, a number of Value Creation PSUs will vest based on the VWAP during such consecutive

beginning on January 1, 2025 through December 31, 2028 (the “VCP Performance Period”). If the ROIC goal is achieved in any

price (the “VWAP”) of our ordinary shares, in each case over four consecutive overlapping fiscal quarter periods during the period

The VCP PSUs are eligible to vest based on (i) the Company’s achievement of ROIC and (ii) the volume-weighted average share

named executive officers. Overall payout under the VCP is capped at 3,600,000 PSUs.

awards under the VCP in the form of performance-based restricted stock units (“PSUs”) to certain key executives, including our

stock price growth. On April 25, 2025, the Compensation and Talent Committee of the Company's Board of Directors approved

to advance our strategy beyond current achievements, driving higher return on invested capital (“ROIC”) performance and future

The Directors’ Remuneration Policy includes a special, one-time value creation plan (“VCP”) to incentivize participants to continue

307,796,361

84.27%

57,436,321

15.72%

452,950

N/A

(Number of votes)

votes)

(Number of votes)

votes)

PERCENT FOR (%)

PERCENT AGAINST (%)

FOR

AGAINST (Number of

ABSTENTIONS

BROKER NON-VOTES (Number of

The voting results were as follows:

Approve the Company’s prospective directors’ remuneration policy for the three years ending December 31, 2027.

Proposal 5 – Prospective Directors' Remuneration Policy

346,713,734

98.51%

5,243,250

1.48%

424,329

13,304,319

(Number of votes)

votes)

(Number of votes)

votes)

PERCENT FOR (%)

PERCENT AGAINST (%)

FOR

AGAINST (Number of

ABSTENTIONS

BROKER NON-VOTES (Number of

The voting results were as follows:

Approve, on an advisory basis, the Company’s directors’ remuneration report for the year ended December 31, 2024.

Proposal 4 – 2024 Directors' Remuneration Report

347,053,875

98.58%

39,473

0.01%

4,952,413

1.40%

335,552

13,304,319

votes)

(Number of votes)

(Number of votes)

(Number of votes)

(%)

(Number of votes)

ONE YEAR (%)

TWO YEARS (%)

VOTES (Number of

ONE YEAR

TWO YEARS

THREE YEARS

THREE YEARS

ABSTENTIONS

BROKER NON-

The voting results were as follows:

Approve, on an advisory basis, the frequency of future Say-on-Pay proposals for named executive officers.

Proposal 3 – Frequency of Future Say-on-Pay Proposals

365,010,020

99.86%

476,891

0.13%

198,721

N/A

(Number of votes)

votes)

(Number of votes)

votes)

PERCENT FOR (%)

PERCENT AGAINST (%)

FOR

AGAINST (Number of

ABSTENTIONS

BROKER NON-VOTES (Number of

The voting results were as follows:

Company’s U.K. statutory auditor for the year ending December 31, 2025.

Authorize the Board of Directors and/or the Audit Committee to determine the remuneration of PwC, in its capacity as the

Proposal 9 – Approval of U.K. Statutory Auditor Fees

363,923,233

99.56%

1,581,754

0.43%

180,645

N/A

(Number of votes)

votes)

(Number of votes)

votes)

PERCENT FOR (%)

PERCENT AGAINST (%)

FOR

AGAINST (Number of

ABSTENTIONS

BROKER NON-VOTES (Number of

The voting results were as follows:

laid.

the 2025 Annual General Meeting of Shareholders until the next annual general meeting of shareholders at which accounts are

Reappoint PwC as the Company's U.K. statutory auditor under the U.K. Companies Act 2006, to hold office from the conclusion of

Proposal 8 – Re-appointment of U.K. Statutory Auditor

363,930,933

99.56%

1,576,328

0.43%

178,371

N/A

(Number of votes)

votes)

(Number of votes)

votes)

PERCENT FOR (%)

PERCENT AGAINST (%)

FOR

AGAINST (Number of

ABSTENTIONS

BROKER NON-VOTES (Number of

The voting results were as follows:

December 31, 2025.

Ratify the appointment of PwC as the Company's U.S. independent registered public accounting firm for the year ending

Proposal 7 – Ratification of U.S. Auditor

363,445,882

99.97%

85,810

0.02%

2,153,940

N/A

(Number of votes)

votes)

(Number of votes)

votes)

PERCENT FOR (%)

PERCENT AGAINST (%)

FOR

AGAINST (Number of

ABSTENTIONS

BROKER NON-VOTES (Number of

The voting results were as follows:

the auditor thereon.

Receipt of the Company’s audited U.K. accounts for the year ended December 31, 2024, including the reports of the directors and

Proposal 6 – Receipt of U.K. Annual Report and Accounts

achieving performance goals during any four-quarter performance period that is in-process as of the termination date.

termination is due to the participant’s death or disability, then the participant will remain eligible to vest in any VCP PSUs based on

post-vesting retention period. Upon a termination of employment, any then-unvested VCP PSUs will be forfeited; however, if the

VWAP and the Maximum VWAP within each tranche. Any shares issued in respect of vested PSUs will be subject to a one-year,

Value Creation PSUs will vest cumulatively from tranche to tranche and based on linear interpolation between the Threshold

and Exchange Commission upon request.

+

Certain information in this exhibit has been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K and will be provided to the Securities

^ Indicates a management contract or compensatory plan or arrangement.

Award Plan (Value Creation Plan)

10.1^+

Form of Performance Stock Unit Agreement pursuant to the TechnipFMC plc 2022 Incentive

Exhibit Number Exhibit Description

(d) Exhibits

Item 9.01 Financial Statements and Exhibits

359,054,120

98.24%

6,430,168

1.75%

201,344

N/A

(Number of votes)

votes)

(Number of votes)

votes)

PERCENT FOR (%)

PERCENT AGAINST (%)

FOR

AGAINST (Number of

ABSTENTIONS

BROKER NON-VOTES (Number of

The voting results were as follows:

emptive rights.

Pursuant to the authority contemplated by the resolution in Proposal 10, authorize the Board to allot equity securities without pre-

Proposal 11 – Authority to Allot Equity Securities without Pre-emptive Rights

362,018,816

99.05%

3,465,019

0.94%

201,797

N/A

(Number of votes)

votes)

(Number of votes)

votes)

PERCENT FOR (%)

PERCENT AGAINST (%)

FOR

AGAINST (Number of

ABSTENTIONS

BROKER NON-VOTES (Number of

The voting results were as follows:

Authorize the Board to allot equity securities in the Company.

Proposal 10 – Authority to Allot Equity Securities

 Chief Legal Officer and Secretary

Title: Executive Vice President

Dated:

April 25, 2025

Name: Cristina Aalders

By: /s/ Cristina Aalders

TechnipFMC plc

behalf by the 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

SIGNATURES

1

Section 409A of the Code).

Vesting Date occurs (for the avoidance of doubt, this deadline is intended to comply with the “short-term deferral” exception from

however, that a Settlement Date shall in no event be later than March 15 of the year following the year in which the applicable

practicable following the applicable Certification Date (the “Settlement Date”) or, if earlier, upon a Change in Control; provided,

(b)

Shares equal to the vested and Earned Value Creation PSUs will be delivered to the Participant as soon as

will be forfeited for no consideration as of the last day of the VCP Performance Period.

as of the Certification Date (as defined on Exhibit A) that occurs immediately following the last day of the VCP Performance Period

(a)

The Value Creation PSUs will vest as set forth on Exhibit A. All Value Creation PSUs that remain unvested

1.

Vesting and Settlement; Holding Period.

The award is made upon the following terms and conditions:

Value Creation PSUs unless and until the Compensation Committee certifies achievement against the Performance Goals.

the Participant will be determined by the Committee as set forth on Exhibit A. No Value Creation PSUs will be considered Earned

set forth therein (the “VCP Performance Period”). The number of Value Creation PSUs earned (“Earned Value Creation PSUs”) by

depend upon the satisfaction of the Performance Goals and in the amounts set forth on Exhibit A hereto over the performance period

Creation PSUs, as set forth herein and on Exhibit A attached hereto. The actual number of Shares earned by the Participant will

delivered based on achievement of all of the performance goals (the “Performance Goals”), and the vesting of all such Value

stock units (the “Value Creation PSUs”) of the Company’s ordinary shares (the “Shares”), which reflects the number of Shares to be

The Committee, on behalf of the Company, grants to the Participant a one-time award of [] performance-based restricted

performance, as an inducement to remain in the service of the Company or one of its affiliates (collectively, the “Employer”).

to the Participant, the amount of which will vary based on the Company’s achievement of rigorous ROIC and stock price

be to the competitive advantage and interest of the Company and its stockholders to grant a one-time award of restricted stock units

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

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

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

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

The TechnipFMC 2022 plc Incentive Award Plan (the “Plan”), as it may be amended or restated from time to time, is

public limited company incorporated under the laws of England and Wales (the “Company”), and [] (the “Participant”).

This Performance Stock Unit Agreement (the “Agreement”) is made as of [] (the “Grant Date”) by TechnipFMC plc, a

TECHNIPFMC PLC 2022 INCENTIVE AWARD PLAN

PURSUANT TO THE

PERFORMANCE STOCK UNIT AGREEMENT

VALUE CREATION PLAN

AS PRIVATE OR CONFIDENTIAL: [\*\*\*]

BECAUSE IT IS BOTH NOT MATERIAL AND THE REGISTRANT CUSTOMARILY AND ACTUALLY TREATS SUCH INFORMATION

OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED

THE USE OF THE FOLLOWING NOTATION IN THE EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN

Exhibit 10.1

2

goals set forth on Exhibit A shall be subject to Section 12.2(c) of the Plan.

transaction(s) or event(s) on such performance levels. For purposes of clarity, in connection with an Equity Restructuring the VWAP

in such manner as it may deem equitable, adjust the ROIC Goal set forth on Exhibit A to reflect the effect or projected effect of such

benefits or potential benefits intended to be made available with respect to the Award, then the Administrator shall in good faith and

such that an adjustment is determined by the Administrator to be appropriate in order to prevent dilution or enlargement of the

(iv) any changes in generally accepted accounting principles applicable to, or the accounting policies used by, the Company occur,

of a regulatory event) affecting the Company or the financial statements of the Company, (iii) any changes in Applicable Laws, or

common stock, other securities, or other property), (ii) any unusual or nonrecurring transactions or events (including the occurrence

event that, after such date, the Administrator determines that (i) any dividend or other distribution (whether in the form of cash,

Affiliates and (iii) the continued application of accounting policies used by the Company as of the Grant Date. Accordingly, in the

business of the Company, (ii) a management model prepared by the Company for the projected business of the Company and its

ROIC performance goals (as defined in Exhibit A) are based upon, among other things, (i) certain assumptions about the future

subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan. In addition, the

4.

Adjustments. The Participant acknowledges that the Value Creation PSUs and the Shares subject to the PSUs are

Change in Control, the Committee will determine whether any Value Creation PSUs will vest in accordance with Exhibit A.

3.

Change in Control. Notwithstanding anything to the contrary contained in Section 12.2(e) of the Plan, upon a

Performance Period that is in-process as of such Termination of Service.

Value Creation PSUs will remain outstanding and eligible to vest in accordance with Exhibit A with respect to each Four-Quarter

(b)

If the Participant’s Termination of Service is due to the Participant’s death or Disability, all then-unvested

Committee’s certification achievement of the Performance Goals with respect to such Four-Quarter Performance Period.

Value Creation PSUs shall remain outstanding and eligible to become Earned Value Creation PSUs and vest in connection with the

Quarter Performance Period (as defined in Exhibit A) but prior to such Four-Quarter Performance Period’s Certification Date, the

Participant’s Termination of Service for any reason. For clarity, if the Termination of Service occurs following the end of the Four-

the Committee or as set forth in Section 2(b), all then-unvested Value Creation PSUs will be forfeited for no consideration upon the

(a)

Notwithstanding anything to the contrary in Section 12.2(d) of the Plan and unless otherwise determined by

2.

Termination of Service.

Participant, (y) satisfy any requirements for the Transfer under Applicable Law and (z) evidence such Transfer

any documents reasonably requested by the Administrator to (x) confirm the status of the transferee as an estate planning vehicle of

forth herein (including with respect to the Post-Vesting Transfer Restrictions) and the Participant and the transferee shall execute

of Participant in accordance with the foregoing sentence, then the Shares shall continue to be subject to all terms and conditions set

payable with respect thereto in connection with such Change in Control). If any Shares are Transferred to an estate planning vehicle

order for the Participant to participate in such Change in Control transaction with respect to the Shares and receive the consideration

the Participant or (iv) any Transfer upon the occurrence of or following a Change in Control (or such earlier time as is necessary in

consent of the Administrator (which shall not be unreasonably withheld), any Transfer of the Shares to an estate planning vehicle of

death or Disability, including without limitation by will or pursuant to the laws of descent and distribution, (iii) subject to the

not apply to (i) any Transfer of Shares to the Company, (ii) any Transfer following the Participant’s Termination of Service due to

Vesting Date (the “Post-Vesting Transfer Restrictions”). Notwithstanding the foregoing, the Post-Vesting Transfer Restrictions shall

dispose of (collectively, “Transfer”) any Shares issued under this Agreement prior to the first (1 ) anniversary of the applicable

st

consent of the Administrator (which shall not be unreasonably withheld), sell, pledge, assign, hypothecate, transfer or otherwise

(c)

In addition, notwithstanding anything to the contrary contained herein, the Participant shall not, without the

3

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.

accordance with any applicable policy adopted by the Committee. The Participant’s rights under this Agreement are expressly

12.

Administration. The Committee administers the Plan and may delegate certain administrative authority in

Section 15.

such other address as either may designate to the other in writing. All notices will be deemed to be duly given as provided in

receive the Value Creation PSUs) will be addressed to such person at the Participant’s address now on file with the Company, or to

TechnipFMC plc, 13460 Lockwood Road, Houston, Texas 77044, and any notice to the Participant (or other person entitled to

11.

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

Date, or, if the Settlement Date is not a business day, the next business day immediately following the Settlement Date.

equal to the closing price (as reported on the New York Stock Exchange) of the amount of the Shares on the applicable Settlement

withheld, determined based upon the Fair Market Value of the Shares. For purposes of withholding, Fair Market Value shall be

the Shares to which the Participant or beneficiary otherwise would be entitled equivalent in value to the taxes required to be

tax laws and will be entitled to take any action necessary to effectuate such compliance. The Company may withhold a portion of

10.

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

and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required.

9.

Government Regulation. The Company’s obligation to deliver Shares will be subject to all Applicable Laws, rules

time.

or as affecting in any way the right of the Employer to terminate the employment, service or appointment of the Participant at any

agreement or understanding of any kind or nature that the Employer will continue to employ, work with or appoint the Participant,

8.

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

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

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

7.

No Limitation on Rights of the Company. The granting of Value Creation PSUs will not in any way affect the right

Policies (as defined in Section 22) and all other applicable Company policies regarding trading in the Shares received.

(b)

After the Settlement Date, the Participant agrees to comply with any and all Applicable Laws, the Company

Earned Value Creation PSUs and only on the applicable Settlement Date of such Earned Value Creation PSU.

Equivalents on Earned Value Creation PSUs, where applicable. Dividend Equivalents will be payable in cash only with respect to

exchange, transfer, pledge, hypothecate or otherwise dispose of such Value Creation PSU. The Participant will receive Dividend

(a)

Prior to the applicable Settlement Date of a Value Creation PSU, the Participant may not vote, sell,

6.

Rights and Obligations as Stockholder.

Compete Agreement”) set forth on Exhibit B, which is incorporated herein by reference.

to be bound by the terms and conditions of the Confidentiality and Non-Compete Agreement (the “Confidentiality and Non-

specialized and that it is essential that they be protected. Accordingly, by acceptance of the Value Creation PSUs, Participant agrees

Company. Participant acknowledges that the business, products, and services of the Company and its Subsidiaries are highly

potential clients, customers, investors, service providers, vendors, suppliers, business partners, and other relationships of the

Company’s business, products, services, current and planned operations, in addition to being introduced to important actual and

access to Confidential Information, as defined in Exhibit B, of the Company and its Subsidiaries, including material relating to the

5.

Confidentiality and Non-Competition. The Participant acknowledges that Participant is in possession of and has

4

exempt from the application of Section 409A or to

retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be

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

(without any obligation to do so or to indemnify the Participant or any other person for failure to do so) to adopt such amendments

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

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

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

defined in Section 409A, then such payment will be delayed until the first business day following the six month anniversary of such

termination is a “separation from service” within the meaning of Section 409A and if the Participant is a “specified employee” as

of the Award is made upon the Participant’s termination of employment or service, then such payment will only be made if such

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

Plan or this Agreement, if at any time the Administrator determines that this Award (or any portion thereof) may be subject to

regulations or other guidance that may be issued after the date hereof, “Section 409A”). Notwithstanding any other provision of the

any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such

18.

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

such document fails.

any designated third party administrator with a paper copy of any documents if the attempted electronic delivery or execution of

electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must provide the Company or

Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted

documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The

17.

Paper Copies. Participant acknowledges that he or she may receive from the Company a paper copy of any

terms and conditions set forth in the Plan and this Agreement.

same binding effect as a written or hard copy signature and accordingly, shall bind the Participant and the Company to all of the

required to consent to electronic delivery of documents described herein. Electronic execution of this Agreement shall have the

revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not

delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or

consent to the electronic delivery of documents or may change the electronic mail address to which such documents are to be

document via e-mail or such other means of electronic delivery specified by the Company. The Participant may revoke his or her

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

in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include the

electronically. In addition, the Participant may deliver electronically the Agreement to the Company or to such third party involved

prospectus, or any reports of the Company provided generally to the Company’s stockholders, may be delivered to the Participant

16.

Description of Electronic Delivery. The Plan documents, which include: the Plan, this Agreement, the Plan’s

time to the other party.

the address shown below that party’s signature hereto or at such other address as such party may designate in writing from time to

mail, or with an internationally recognized overnight courier service, with postage and fees prepaid, addressed to the other party at

provided for the Participant by the Company, or upon deposit in a government sponsored postal service, by registered or certified

effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any,

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

15.

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

agreement between the Company and the Participant.

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

14.

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

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

13.

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

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Participant’s local human resources representative.

may request a copy of such safeguards by contacting the TechnipFMC Data Protection Office at privacy@TechnipFMC.com or

clauses adopted by the European Commission and the UK Government or relying on an adequacy decision (if available). Participant

Data when disclosing the Data to a third party or transferring data to a third country, such as implementing the standard contractual

Company and its Subsidiaries will implement appropriate safeguards as required by applicable law to ensure the protection of the

territories where data protection laws may not be as protective as in the Participant’s jurisdiction of residence. Where relevant, the

These entities and authorities may be located in the United States, the European Economic Area, or elsewhere, including in

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

any other parties as may be required or appropriate for the Purposes. Data may also be made available to public authorities where

brokers, custodians, central securities depositories, stock exchanges, etc.), their respective auditors, advisors and consultants and

Data may be disclosed to Subsidiaries’ (including Employer) or to third-party stock plan administrators (including banks,

defend its (legal) position and/or to exercise a (legal) claim.

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

its legitimate interest in case of a pending and/or threatening dispute and/or (legal) claim, investigation by a relevant supervisory

uses the Data (i) in order to comply with securities law and financial reporting and other legal requirements, and (ii) on the basis of

The Data collected for the Purposes are processed on the basis of the performance of the Agreement. In addition, Company

Participant or are provided by the Employer.

NE6 3PL, United Kingdom, is the data controller for such processing. As the case may be, Data are collected directly from the

details of all Awards (“Data”). Company, having its registered office at Hadrian House, Wincomblee Road, Newcastle Upon Tyne,

number (where allowed), salary, nationality, job title(s), any shares of stock held in the Company or any of its Subsidiaries, and

birth, social security number (where allowed), or insurance number, or national identification number (where allowed), passport

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

order to perform, including to implement, manage and administer the Plan and the Agreement (“Purposes”), it is necessary to collect

21.

Data Privacy. This clause cancels and supersedes clause 10.8 of the Plan. Each Participant acknowledges that, in

of the State of Delaware.

20.

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

offsetting future incentive compensation.

sale of the underlying Shares valued as of the date of vesting, exercise, settlement or sale, as applicable, and/or (c) reducing or

Participant repay to the Company any gain realized or payment received upon the vesting, exercise or settlement of the Award or

Significant Misconduct Period by: (a) cancelling any Award, in whole or in part, whether or not vested or deferred, (b) requiring the

settlement or resale of any Shares underlying any Awards) if the Awards were awarded, vested, exercised, settled or paid during the

other economic benefit the Participant actually or constructively receives upon receipt of the Award or the vesting, exercise,

Committee may, in its sole discretion, recover the Value Creation PSUs and any other Awards (including any proceeds, gains or

and any rules or regulations promulgated thereunder. In addition, in the event the Participant engages in Significant Misconduct, the

requirements of Applicable Law, including, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act

as in effect from time to time, including, without limitation, any modifications thereto as is necessary to comply with the

upon the receipt or resale of any Shares underlying this Award) shall be subject to the provisions of the Company’s clawback policy

economic benefit actually or constructively received by Participant upon receipt, vesting, settlement or exercise of this Award or

19.

Clawback. This Award and any other Awards granted to the Participant (including any proceeds, gains or other

by Section 409A.

Creation PSUs and the rights arising in connection therewith for purposes of the designation of time and form of payments required

issued hereunder, and any amounts that may become distributable in respect thereof, shall be treated separately from such Value

comply with the requirements of Section 409A. Any Dividend Equivalents granted in connection with the Value Creation PSUs

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EBT.

right to any Shares held in any EBT, or to have the Value Creation PSUs settled on behalf of the Company in any Shares held by an

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

trust (EBT) established for the administrative convenience of the Company for the purpose of issuing Shares in settlement on behalf

Company may settle the Value Creation PSUs through newly issued Shares, treasury Shares or Shares held in an employee benefit

23.

Funding. The Value Creation PSUs represent an unfunded promise to pay and deliver Shares in the future. The

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

and participating in the Plan, Participant acknowledges having read and understood this Securities Law Notification and further

while in possession of material non-public information. By accepting this Agreement, the Value Creation PSUs granted hereunder

insider trading, unlawfully disclose material non-public information and/or engage in or attempt to engage in market manipulation

prohibit the Participant from recommending to other persons to engage in insider trading or induce other persons to engage in

the Plan while the Participant has material non-public information regarding the Company. In addition, the Insider Trading Rules

Exchange Act (collectively, the “Insider Trading Rules”), may impact the ability to sell Shares acquired under this Agreement and

Trading Compliance Policy (the “Company Policies”) and the insider trading and anti-market abuse rules of the U.S. Securities

22.

Securities Law Notification and Restrictions on Trading. The Company’s Code of Business Conduct and Insider

Company may not be able to perform its obligations and administer the Plan and the Agreement.

representative. Participants acknowledges, agrees and accepts that in the event he or she chooses to withdraw his or her consent,

writing by contacting the TechnipFMC Data Protection Office at privacy@TechnipFMC.com or Participant’s local human resources

and/or transfer as described in this clause 20 of the Agreement. At any time, Participant may withdraw the consent given herein in

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

If Participant is employed by a Subsidiary established outside of the UK or European Economic Area and to the extent its

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

Participant may request further information on retention period applicable to the Data by contacting the TechnipFMC Data

their interests in the context of judicial proceedings, the Company and/or its Subsidiaries will store the Data for longer periods.

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

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

obligations under the Plan.

Participant chooses not to furnish any Data requested or restrict the processing of the Data, Company will not be able to perform its

It is obligatory for the Participant to provide any Data requested for the purposes of entering into the Agreement. If the

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

Data, questions or complaints may be addressed by contacting the TechnipFMC Data Protection Office at

UK GDPR, and has the right to file complaints and/or claims with the competent data protection authority. Requests regarding the

Data, to object to the processing of the Data, as well as request Data portability pursuant to Articles 15 to 21 of the GDPR and the

Participant may request to have access to the Data, to rectify any such Data, to erase the Data, to restrict processing of the

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discovery, or public disclosure of Significant Misconduct.

(c)

“Significant Misconduct Period” means the twenty-four (24) months before and after the occurrence,

affiliates, in each case as determined in the sole discretion of the Committee.

or its affiliates, bribery, corruption, other illegal acts, gross negligence, or willful misconduct involving the Company or its

(b)

“Significant Misconduct” means any conduct constituting fraud, material theft of the assets of the Company

continuous period of not less than twelve (12) months.

medically determinable physical or mental impairment that can be expected to result in death or that can be expected to last for a

(a)

“Disability” means Participant’s inability to engage in any substantial gainful activity by reason of any

24.

Definitions.

8

1933.

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

& Culture

Executive Vice President, People

Participant

Valeria Santos

[]

By:

TechnipFMC plc

Executed as of the Grant Date.

conditions of this Agreement (including the Exhibits attached hereto) and the Plan.

The Participant’s electronic signature below indicates the Participant’s acknowledgement and acceptance of the terms and

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Performance Period.

“VWAP” means the daily volume-weighted average sale price of one Ordinary Share measured over the Four-Quarter

achievement of VWAP goals over such Four-Quarter Performance Period, as set forth in the table below.

then a number of Value Creation PSUs will be eligible to become Earned Value Creation PSUs based on the Company’s

(2) Second, if the Company achieves ROIC of equal to or greater than [\*\*\*] with respect to such Four-Quarter Performance Period,

Earned Value Creation PSUs with respect to such Four-Quarter Performance Period.

If the ROIC Goal is not achieved with respect to a Four-Quarter Performance Period, then no Value Creation PSUs will become

[\*\*\*]

“ROIC Goal”).

(1) First, with respect to a Four-Quarter Performance Period, the Company must achieve ROIC equal to or greater than [\*\*\*] (the

Performance Goals.

Change in Control.

Committee will assess and certify performance (with respect to any in-process Four-Quarter Performance Periods) prior to such

Date”. Notwithstanding the generality of the foregoing, if a Change in Control occurs during the VCP Performance Period, then the

which the Committee assesses and certifies performance with respect to a Four-Quarter Performance Period shall be a “Certification

Performance Period, during the fiscal quarter immediately following the end of such Four-Quarter Performance Period. The date on

The Committee will assess the Company’s achievement of both Performance Goals following the completion of each Four-Quarter

period beginning on January 1, 2028 and ending on December 31, 2028.

April 1, 2025 and ending on March 31, 2026; the last Four-Quarter Performance Period shall be the four consecutive fiscal quarter

December 31, 2025; the second Four-Quarter Performance Period shall be the four consecutive fiscal quarter period beginning on

Four-Quarter Performance Period shall be the four consecutive fiscal quarter period beginning on January 1, 2025 and ending on

Performance Period” means each four consecutive fiscal quarter period during the VCP Performance Period. For example, the first

The VCP Performance Period shall be comprised of 13 overlapping Four-Quarter Performance Periods. A “Four-Quarter

Four-Quarter Performance Periods; Certification Dates.

upon a Change in Control).

The “VCP Performance Period” means the period beginning on January 1, 2025 and ending on December 31, 2028 (or, if earlier,

ROIC and VWAP performance measures (each, a “Performance Goal”), as described herein.

The number of Value Creation PSUs that become Earned Value Creation PSUs shall be determined based on the achievement of

General; VCP Performance Period.

Performance Goals

Exhibit A

10

applicable Vesting Date and the Committee’s certification described above.

Period (each such date, a “Vesting Date”), subject to the Participant’s continued employment, appointment or service through the

Creation PSUs with respect to a Four-Quarter Performance Period shall vest as of the last day of such Four-Quarter Performance

Subject to Section 2 of the Agreement and “Change in Control” below, any Value Creation PSUs that become Earned Value

Vesting of Earned Value Creation PSUs.

become Earned Value Creation PSUs as of September 30, 2026.

March 31, 2026 or June 30, 2026 and (iii) [] Value Creation PSUs (the remaining half of Tranche 2 and all of Tranche 3) would

Value Creation PSUs as of December 31, 2025, (ii) no Value Creation PSUs would become Earned Value Creation PSUs as of

$42.50, $34.00, $40.00 and $50.00, then (i) [] Value Creation PSUs (all of Tranche 1 and half of Tranche 2) would become Earned

December 31, 2025, March 31, 2026, June 30, 2026 and September 30, 2026, and the respective VWAPs for such periods are

In addition, and also by way of example, if the ROIC Goal is achieved as of the Four-Quarter Performance Periods ending on

PSUs in Tranche 3 will become Earned Value Creation PSUs.

Four-Quarter Performance Period is $47.50, all Value Creation PSUs from Tranche 1 and Tranche 2 and 50% of the Value Creation

For example, if the ROIC Goal is achieved with respect to a Four-Quarter Performance Period, and the VWAP with respect to such

achieved only once during the VCP Performance Period and more than one VWAP goal may be achieved on a particular date.

between the Threshold VWAP and the Maximum VWAP within each Tranche. For the avoidance of doubt, a VWAP goal may be

Value Creation PSUs become Earned Value Creation PSUs cumulatively from Tranche to Tranche and based on linear interpolation

Maximum Value Creation PSUs

[]

Tranche 5

55.00

60.00

[]

Tranche 4

50.00

55.00

[]

Tranche 3

45.00

50.00

[]

Tranche 2

40.00

45.00

[]

Tranche 1

35.00

40.00

[]

Creation PSUs

Threshold VWAP ($)

Maximum VWAP ($)

Maximum Vested Value

11

consideration shall be determined by the Committee.

Control occurs. In the event the consideration in the Change in Control takes any other form, the value of such additional

then traded for each trading day during the five consecutive trading days ending on and including the date on which a Change in

on the average of the closing trading prices of a share of such acquiror stock on the principal exchange on which such shares are

then, unless otherwise determined by the Committee, the CIC Price shall mean the value of the consideration paid per Share based

Control or, to the extent that the consideration in the Change in Control transaction is paid in stock of the acquiror or its affiliate,

or substantially all of the Company’s assets, the implied price per Share) paid by an acquiror in connection with such Change in

“CIC Price” means, with respect to a Change in Control, the price per Share (or, in connection with a sale or other disposition of all

preceding sentence) shall be forfeited for no consideration.

Any Value Creation PSUs that remain unvested as of a Change in Control (taking into account any vesting under the immediately

Earned Value Creation PSUs in connection with a Change in Control shall vest as of immediately prior to such Change in Control.

the ROIC Goal achieved, and (ii) in such case, the “VWAP” shall be equal to the CIC Price. Any Value Creation PSUs that become

achievable absent the early termination of the VCP Performance Period caused by the Change in Control, the Committee may deem

Plan, in the event of a Change in Control, (i) if the Committee, in its sole discretion, determines that the ROIC Goal would be

when a Change in Control occurs shall end upon such Change in Control. Notwithstanding the foregoing or Section 12.2 of the

The VCP Performance Period shall end upon a Change in Control, and any Four-Quarter Performance Period that is in-process

Change in Control.

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approve the taking of such actions by any other Person;

supplier and the Company or such Subsidiary and Participant will not approach any supplier for that purpose or authorize or

respect of which Participant is in possession of Confidential Information) to reduce the level of business between the

Subsidiary (and with whom Participant or one of Participant’s direct reports was actively involved during that time or in

employment with the Employer (that period referred to as the “Relevant Period”) was a supplier of the Company or a

(i)

solicit, entice, or induce any Person that at any time during the last year of Participant’s

“Restricted Entity”):

Weatherford International plc, and any companies in their respective corporate groups and any successors thereto (each a

Company, McDermott International, Inc., National Oilwell Varco, Inc., Saipem S.p.A, Schlumberger Limited, Subsea 7 S.A.,

in the field of oil, gas and petrochemicals (the “Business”), including but not limited to: Baker Hughes Company, Halliburton

person, firm, or other organization (each, a “Person”), that is engaged in the business of projects, technologies, systems and services

months after the termination of Participant’s employment (the “Restricted Period”), either directly, or indirectly through any other

(a)

Participant will not during the period of Participant’s employment with the Employer and for a period of 12

terms of Clause 3, Participant agrees that:

Company will be entrusting Participant with the goodwill of the Company and Confidential Information. Therefore, subject to the

providers, vendors, suppliers, business partners, and other relationships of the Company and with other Subsidiaries. As such, the

current and planned operations in addition to being introduced to important actual and potential clients, customers, investors, service

exposed to, Confidential Information and will acquire other proprietary knowledge relating to the Company’s and Subsidiaries’

2.

Restrictions. In the course of Participant’s employment Participant has been exposed to, and will continue to be

hours.

termination of employment Participant agrees to return all Confidential Information in whatever form to the Company within 24

any other similar media or means of transmitting, storing, or archiving data outside of Company-supported systems. Upon

storage devices, floppy discs, CD’s, DVD’s, personal email accounts, online or cloud storage accounts, memory cards, zip discs, and

information via personal digital device, mobile phone, external hard drives, USB “flash” drives, USB storage devices, Fire Wire

Company’s or any Subsidiary’s premises or its control any Confidential Information including by copying or transmitting such

as required in performing Participant’s duties for the Company or any Subsidiary, Participant agrees not to remove from the

this Agreement by anyone not authorized to receive such information, Participant will notify the Company within 24 hours. Except

or disclosure of any Confidential Information. Participant further agrees that if Participant is questioned about information subject to

confidentiality agreement with the Company or any Subsidiary. Participant must at all times use best efforts to prevent publication

non-confidential basis from a source other than the Company or any Subsidiary, provided that such source is not bound by a

confidential basis before its disclosure by a member of the Company or any Subsidiary; or (iii) becomes available to Participant on a

other than as a result, in whole or in part, by Participant’s disclosure or wrongful act; (ii) was available to Participant on a non-

Information”). Confidential Information does not include any information that (i) is or becomes generally available to the public

secrets, confidential, or proprietary information relating to the Company or any Subsidiary or any of its clients (“Confidential

(c)

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

any of its clients; or

(b)

use for Participant’s own purposes or for any purposes other than those of the Employer or, as appropriate,

(a)

divulge or communicate to any person;

the Employer or at any time without limit after the date on which Participant’s employment with the Employer terminates:

1.

Confidentiality. Participant must not (except in the proper performance of Participant’s duties) while employed by

CONFIDENTIALITY AND NON-COMPETE

EXHBIT B

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will notify Participant in writing of any changes to that list.

organizations, mergers, acquisitions, divestitures, or other material changes in the corporate structure of any Restricted Entity and

(d)

The Company may add or remove entities from the list of Restricted Entities if there are any corporate re-

suspension and the post-termination restrictions shall not exceed 12 months.

Participant’s employment during which the restrictions shall apply shall be reduced so that the aggregate of the period of the

any employment contract entered into between Participant and the Company or any Subsidiary, the period after the end of

(c)

If the Employer suspends any of Participant’s duties under any notice period or garden leave provision of

the Company to Participant’s activities or if Participant will not be in competition with the Business in carrying out those activities.

(b)

The restrictions contained in Clause 2 will not apply if Participant has received the prior written consent of

2(a) shall be limited to the period of Participant’s employment with the Employer.

(a)

If Participant is a resident of California on the Grant Date, the “Restricted Period” for purposes of Clause

3.

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

authorize or approve the taking of such actions by any other Person.

employed or engaged by Participant or any other Person, and Participant will not approach any such person for such purpose or

was employed during that period in a senior sales, marketing, financial, managerial, professional, or equivalent capacity to become

any person who, during the Relevant Period, was an employee, consultant, or contractor of the Company or a Subsidiary and who

(b)

During the Restricted Period, Participant will not employ or engage or otherwise solicit, entice, or induce

Restricted Area.

outside the Restricted Area, Participant’s activity is performed for the benefit of a Restricted Business located in the

“Restricted Area”). The restrictions of this Clause 2 shall likewise apply if, although Participant’s place of work is located

which the Participant had work activity for the Company or any Subsidiary in the one-year period preceding (the

the one-year period preceding, or (C) in which the Company or any Subsidiary had a work site, job site, facility, or office at

during his/her employment; (B) the Participant had a customer or service assignment for the Company or any Subsidiary in

Participant has customers or service assignments about which Participant received or obtained Confidential Information

country, territory, county, parish, borough, or equivalent thereof in which (A) the Company or a Subsidiary that employs the

to any Restricted Entity, or business which is the same as or similar to the Business. The Restricted Area means each

Participant is privy to any Confidential Information, be employed or engaged in or actively providing Participant’s services

(iii)

within the Restricted Area (as defined below) during the Restricted Period or for any period which

such inquiries have not been concluded;

Company or a Subsidiary has received inquiries for the provision of goods or services with respect to the Business where

Person. For the purposes of this restriction, the expression “customer or client” shall include all Persons from whom the

will not approach any client or customer for that purpose or authorize or approve the taking of such actions by any other

involved during that time or in respect of which Participant is in possession of Confidential Information) and Participant

client of the Company or a Subsidiary (and with whom Participant or one of Participant’s direct reports was actively

referred to as the “Restricted Business”) from any Person that at any time during the Relevant Period was a customer or

possession of Confidential Information as a result of Participant’s employment during the Relevant Period (such business

Participant was materially concerned at any time during the Relevant Period or in respect of which Participant is in

(ii)

solicit business that is of the same or similar nature as that part of the Business with which

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at law and in equity, including recovery of specific damages.

breach or threatened breach of these covenants, but instead is in addition to all other rights and remedies available to the Company

stop or prohibit any such breach or threatened breach. Such injunctive relief is not the Company’s only or exclusive remedy for a

Company is entitled to obtain injunctive relief (without the requirement of posting a bond) from a court of competent jurisdiction to

Company determines in its sole discretion that Participant is in breach or is threatening to breach of any such provisions, the

irreparable damage that such breach would cause, with no other adequate remedy at law, Participant agrees that in the event the

Company and any Subsidiary from Participant’s breach of Clause 1 or 2 of this Agreement, and because of the immediate and

Participant from breaching or potentially breaching the Agreement. Because of the difficulty of measuring economic losses to the

but not limited to recovery of any damages caused by such breach or threatened breach, and/or taking court action to stop a

permissible to enforce this Agreement or to prevent any breach or threatened breach of Clause 1 or 2 of this Agreement, including

6.

Enforcement of Covenants. The Company may take any and all action that it determines necessary and legally

disclosures that are protected under a “whistleblower” provision of law.

prohibits the Participant from reporting possible violations of law or regulation to any governmental agency or entity or making

5.

Non-Interference with Whistleblower Rights. Nothing in this Confidentiality and Non-Compete Agreement

entering into the restrictions in Clauses 1 and 2.

4.

Consideration. Participant acknowledges that the grant of the Value Creation PSUs is sufficient consideration for

Participant’s acquired skills and expertise without breaching the restrictions contained within Clause 2.

substantial and legitimate business interests, while allowing Participant to reasonably perform a business activity in line with

necessary to prevent unfair competition and protect the Company’s and its Subsidiaries’ Confidential Information, goodwill, and

are reasonable in all respects; are not oppressive; are material and substantial parts of this Agreement; and are intended and

the limitations and restrictions set forth herein, including geographical and temporal restrictions on certain competitive activities,

(f)

Participant acknowledges that Participant voluntarily agreed to the covenants set forth in Clause 2, and that

nullifying this Agreement or any other portion of this Agreement that would otherwise be enforceable.

not be so modified and would otherwise be unenforceable, then such restriction may be stricken from this Agreement without

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

adjudged reasonable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such

beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the Employer but would be

to be reasonable in all circumstances. It is agreed that if any such restriction by itself, or taken together, shall be adjudged to go

(e)

Each of the restrictions in Clause 2 are separate and severable restrictions and are considered by the parties