

Contents

| Preamble | | 3 | | |
|---|---|----|--|--|
| Title 1: St | rategic planning for changes to jobs and skills - training policy | 4 | | |
| Article 1. Increased strategic planning for changes to jobs and skills4 | | | | |
| 1.1. | Annual discussions within companies | 4 | | |
| 1.2. | Strengthening the role of regional and national GPEC committees | 5 | | |
| 1.3. | Expansion of the remit of the GPEC committee | 5 | | |
| Article | 2. Training as the key to employability | 6 | | |
| 2.1. | Enhanced training | 6 | | |
| 2.2. | Specific systems for employees in vulnerable business activities | 7 | | |
| 2.3. | Establishment of a network called the "Energy Transition School" | 7 | | |
| Article | 3. Organising social dialogue for BUs on strategic objectives and their consequences | 8 | | |
| Title 2: Co | ollective social guarantees | 8 | | |
| Article | 4. Social Diagnosis | 9 | | |
| Title 3: Su | pport measures for career development and professional mobility | .0 | | |
| Article | 5. Mobility chosen as part of a career development1 | .0 | | |
| 5.1. | mproving information on internal job offers and mobility tools | .0 | | |
| 5.2. | A condition for success: preparing and supporting mobility | .1 | | |
| 5.3. (| Creating the conditions to facilitate mobility at the initiative of employees | .1 | | |
| Article | 6. Organisational mobility, i.e. linked to restructuring | .2 | | |
| 6.1. ا | Personalised support | .2 | | |
| 6.2. | Creating the conditions for securing organisational mobility | .2 | | |
| Title 4: Terms of deployment and monitoring of the agreement | | | | |
| Article | 7. Scope of the agreement | .3 | | |
| Article | 8. Commitments from the signatories in terms of communication and implementation $oldsymbol{1}$ | .4 | | |
| Article | 9. Non-regression clause 1 | .5 | | |
| Article | 10. Entry into force and duration of the agreement | .5 | | |
| Article | 11. Monitoring of the agreement | .5 | | |
| Article | 12. Interpretation and revision of the agreement | .6 | | |
| Article | 13. Filing of the agreement | .6 | | |
| APPENDIX | < 1: Glossary 1 | 9 | | |

Preamble

At a time of profound change to our energy and services sectors, ensuring the employability of all staff, providing stability, and even improving social welfare conditions, should be key objectives in all ENGIE entities and for all stakeholders: employees, managers and staff representatives. The Group's development relies on its ability to continually conduct its business in the pursuit of professional excellence, to innovate and to adapt to the needs and expectations of its customers.

Planning ahead and developing the skills of all employees are at the heart of ENGIE's human resources policy. Training and mobility are important catalysts for the employability of all. This conviction must be shared by each of the company's stakeholders so that everyone can contribute to the Group's cultural transformation, in line with its social and societal commitments.

The Enterprise Project must promote economic, human and social development, so as to ensure the sustainability of the Group and its jobs in the best possible social conditions.

Finally, the parties reaffirm their commitment to social dialogue* as an essential aspect of the Group's long-term growth and performance. To this end, ENGIE is strengthening this dialogue as close as possible to its organisation, within the scope of its BUs, and is committed to making the effective implementation of collective agreements a priority focus within its human resources policy.

Title 1: Strategic planning for changes to jobs and skills - training policy

ENGIE guarantees that it will implement all of the policies and mobilise all of the resources defined by this agreement, in every one of its companies, in order to provide career security for all employees. The goal is to do the utmost to develop each employee's employability*¹ throughout their entire career, which is the most effective way to preserve and develop employment within the Group.

In addition, the parties reaffirm their commitment to social dialogue as an essential aspect of the Group's long-term growth and performance. ENGIE undertakes to respect all the information and consultation prerogatives of the existing social bodies, across Europe and within each company.

Article 1. Increased strategic planning for changes to jobs and skills

Commitments:

An annual meeting within each company to present and discuss the Group's strategy and its consequences for employment and skills.

Strengthened enforcement of the European GPEC (strategic workforce planning) agreement.

Systematic application of the GPEC agreement and dialogue on GPEC within each company.

Annual mapping of vulnerable business activities* within each company.

ENGIE is renewing its commitment to strategic planning for changes to employment and skills, as defined in the 2010 European GPEC agreement. In each company, employee representatives* at the least, must systematically be kept informed of these planning mechanisms.

1.1. Annual discussions within companies

It is essential to provide each employee and their representatives with the requisite details so that they know and understand the changes underway or to come, any related challenges, and their projected impact in terms of jobs and skills.

¹ Terms followed by an asterisk are defined in the glossary

ENGIE undertakes that each Group company will organise annual discussions on its strategic objectives and their consequences, particularly for employment, with employee representatives. Companies may decide, in consultation*, to supplement these discussions with discussion at another level that is considered relevant particularly with regard to their size. In compliance with local and European regulations, information and will be provided about these discussions and there will be a consultation with staff representative bodies.

These discussions must provide information on:

- forecast changes to jobs in terms of number and skills,
- the consequences of these changes in terms of recruitment, training and support for vulnerable business activities.

Indeed, identifying vulnerable business activities as early as possible is key to providing career security. This identification enables training and mobility plans to be established.

1.2. Strengthening the role of regional and national GPEC committees

In order to establish a shared vision at a local level, the signatories agree to strengthen the role of regional and national GPEC Committees (from the 2010 European GPEC agreement) by implementing an annual consultation on the following points within these bodies:

- forecast changes to jobs in companies operating in the area, in terms of number and skills (information will come from HR MTPs);
- updated mapping of changes to their business activities;
- the consequences of these changes, as well as consideration of the Group's strategic objectives, and the training and development actions of companies in the area. The objective is then to anticipate changes to the most vulnerable business activities as a priority;
- cross-functional measures may be taken with other Group companies operating in the same region.

This consultation shall be organised at an annual meeting. Consultations conducted within regional or national GPEC committees will naturally be supplied with information from the company GPEC committees, ensuring however that their powers are not supplanted.

1.3. Expansion of the remit of the GPEC committee

The parties agree to expand the duties of the European GPEC committee, a platform for consultation and discussions on changes to Group business activities and the associated training policies. This expansion should allow it to forecast potential changes to business activities, as well as to anticipate the Group's strategic objectives in terms of employment and skills.

This committee relies on the work of the ENGIE Observatory of Business Activities and Skills, which works with internal forecasting information, including from the HR MTPs and external sources. This committee is an open forum that welcomes internal and external experts to enrich and inform its work.

This committee is also charged with proposing and evaluating training guidelines for employees working in vulnerable business activities.

Article 2. Training as the key to employability

Commitments:

A career development interview every three years for each employee.

An annual training plan within each company to be presented to and discussed with staff representatives.

2/3 of employees in each company taking part in recognised skills training each year.

Training mainly focused on the development of business activity skills.

An annual training budget of 100 million euros maintained over three years.

Establishment of an ENGIE shared European fund, specifically for Group companies experiencing financial difficulties, for retraining purposes and with an annual budget of 10 million euros.

Establishment of a network called the "Energy Transition School".

2.1. Enhanced training

Training is a key tool for the development of all employees' skills, firstly to enhance their professional expertise and, secondly, to prepare for our future skills requirements.

Once a year, each Group company establishes the shared training plan for its scope, with key indicators (e.g. number of training activities, number of people trained, number of women trained, training activity topics, etc.). This programme is to be presented to and discussed with representatives of the company's employees.

This programme is created on the basis of the career development interviews that take place at least every three years with each employee. The career development interview is distinct from the annual appraisal which is centred on the analysis of results. It is led by the manager or HR and is used to assess the skills demonstrated by the employee and ascertain their career development aspirations. The career development interview should provide a place for discussing and deciding upon career guidance in accordance with the employee's wishes and the needs of the company.

Any employee who wishes may receive support* to help them prepare for the career development interview, and thus facilitate the dialogue with the manager. In the event of persistent problems between the employee and the manager, the local HR may, at the request of the manager or the employee, be involved in finding a solution. If the employee wishes, he/she may receive support.

As part of its training policy goals, ENGIE is committed to providing recognised skills training* to at least two-thirds of employees, every year, with this target being measured for each company. This objective will be achieved through a process of continuous improvement over a period of three years, from 2016 to 2018. Recognised skills training means vocational training leading to the development of knowledge and the acquisition or strengthening of new skills. Training covered by this category may be specified by each company when they draw up the training plan.

Each company will ensure that all employees have access to training. Every year, each company will identify those employees who have not undertaken a qualifying training course in the last three years

in order to analyse the reasons for this together with the employee, who can receive support. For employees working in so-called "vulnerable business activities", this analysis should be done annually.

The budget for training across the European scope will be 100 million euros per year, over the years 2016-2017-2018. In the event of significant change in the number of staff (+ or -5%), the budget will be adjusted accordingly.

The training courses implemented will mainly focus on the development of business activity skills (technical and support), in order to ensure the continued professional excellence of employees and to anticipate future skills requirements. Work-based training must be reinforced by widespread approaches to mentoring/buddying/coaching to encourage knowledge transfer.

2.2. Specific systems for employees in vulnerable business activities

Employees with jobs in "vulnerable" business activities are offered the opportunity of an annual professional development interview to identify and implement appropriate training activities.

An ENGIE shared European fund has been created to support Group companies experiencing financial difficulties in order to initiate retraining and support programmes as part of reorganisations. The aim is to ensure that all employees receive training to assist their repositioning within the Group. The annual budget for this fund is 10 million euros. It may be revised, based on the requirements of Group companies.

Management of this shared fund falls under the responsibility of the Group's HR management committee. The use of this fund will be monitored annually within the remit of the monitoring committee of the agreement.

2.3. Establishment of a network called the "Energy Transition School"

At present, there are numerous training structures within the Group:

- Energy Formation,
- Cofely Services Institut des Métiers et de la Formation (Institute of Business Activities and Training),
- Ecole Cofely Inéo (Cofely Ineo School),
- Institut Formation Froid d'Axima (Axima Refrigeration Training Institute),
- Tractebel Engineering School,
- Ecole Savelys (Savelys School),
- Arcenciel (Rainbow) by M&S France,
- BELUX Formation,
- Training centres in Germany, Hungary, Italy, Romania, UK, Turkey etc.

In addition to these various structures within the Group, there are also training programmes alternating theory and practice, such as the Nuclear Trainee Program and Financial Boarding, among others.

To speed up skills development and accompany the changes to its business activities, ENGIE has decided to unite these different training structures within a network called the "Energy Transition School". The aim is to promote and boost the potential of these different schools, and maximise the number of people trained.

A steering committee for the Energy Transition School has been created and is responsible for:

- establishing a catalogue of business activity training for all the Group's schools,
- promoting these programmes to the various Group companies,
- capitalising on training experience and expertise in order to make these available to Group companies that want to initiate actions locally,
- making this network part of a drive to "showcase the professional excellence of the Group",
- considering opening up the school to outside parties (interns, subcontractors, customers, etc.)

Article 3. Organising social dialogue for BUs on strategic objectives and their consequences

Commitment:

Creation of a forum for social dialogue by BU which complements existing forums for social dialogue and does not undermine their prerogatives.

Social dialogue should take place at the most appropriate level within each BU in order to establish regular updates on the latter's strategic, economic and social situation. This dialogue does not replace the social dialogue conducted within each company, nor the existing dialogue pursuant to the agreement on the European Works Council (plenary meetings of the EWC, Secretariat and Permanent Working Groups).

The Group is reaffirming its commitment to respect the prerogatives of the various staff representative bodies. The aim of a dialogue by BU is to enable discussion about strategy and its consequences.

The BU's strategic objectives and their impact on jobs and business activities will be presented at least once a year. BUs operating across several countries can, in consultation, organise this dialogue by country, if this is more appropriate for issues specific to each geographic area.

Title 2: Collective social guarantees

Commitments:

ENGIE systematically strives to preserve all collective and individual social guarantees during restructuring and transformations.

ENGIE undertakes to systematically carry out a social diagnosis, with employee representatives, during all transformation projects.

Based on the social diagnosis discussed with employee representatives, ENGIE is committed to commencing negotiations on collective social guarantees for the employees concerned.

The Group's transformations are an integral part of its economic and social life. Since these changes are taking place more and more rapidly, they must be secure and supported in order to be seen as professional transition periods that also bring development opportunities.

The reorganisations and transformations embarked upon by ENGIE are not an attempt at "social dumping"; they are a way of ensuring the sustainability of the company and therefore its jobs in the best possible social conditions. ENGIE therefore systematically strives to preserve all collective social guarantees during restructuring and transformations.

The best possible social guarantees must be sought during any proposed organisational transformation. To do this, negotiations should be initiated between representatives of the entities concerned and employee representatives on the basis of social diagnosis in accordance with provisions set out by local laws and/or practices. If no negotiation in line with these provisions takes place, the action plan must be subject to consultation with employee representatives.

Transparent social dialogue, prior to any transformations, will facilitate their implementation within the scope of the Group's adaptation and development.

The parties point out that in accordance with the European Directive on business ownership transfers, the rights and obligations defined in the employment contract are transferred from the former employer to the new one.

Article 4. Social Diagnosis

As far in advance as possible of a proposed restructuring, a social diagnosis is carried out and discussed with the social partners or companies concerned.

This diagnosis includes the reasons for the project (economic context, competition, changes in business activity and skills requirements, etc.) and describes its consequences for the employees concerned. It is at the heart of social dialogue prior to the implementation of the new organisation. The social diagnosis integrates the provisions of the European agreement on improving quality of life at work.

To establish the social diagnosis, the companies concerned will form a multidisciplinary team made up of employee representatives and members of the company with expertise on matters relating to finance, human resources, occupational health, labour relations, and more. The employee representatives can also request assistance from an external expert.

The social diagnosis is designed to:

- provide a comprehensive comparison of the collective social guarantees in relation to the following topics: remuneration, insurance-health-pension, schedules and working hours, workplace, projected changes in employment and skills, organisation of social dialogue.
- describe any differences in collective social guarantees between the original entity and the new entity

The collective agreements, company agreements and current practices, applicable within the entity/entities concerned, are brought to the knowledge of the team members responsible for carrying out the diagnosis.

Based on the social diagnosis and the comparison drawn-up within it, the negotiation of an agreement with employee representatives will systematically take place to develop measures that make up for the impact on collective social guarantees.

To ensure a supported and protected transformation, the finalised social diagnosis is communicated to the relevant employees.

The implementation of the agreement and/or action plan results in a follow-up, at the level of the companies concerned, undertaken by a joint committee of employee representatives from the entities concerned. The monitoring committee helps to provide the affected employees with security, they can alert it to any difficulties or impacts that remain unresolved or unidentified by the social diagnosis.

Title 3: Support measures for career development and professional mobility

Commitments:

Internal mobility favoured over external recruitment.

Recognition in terms of payment for mobility at the initiative of the employee.

Mobility incentives.

Professional mobility is at the heart of the Group's project because it provides for both the needs of the entities and employees' aspirations. Along with training, it is one of the two key pillars for developing the employability of employees.

It prioritises internal talent to meet the skills needs of companies, which promotes employment within the Group.

Article 5. Mobility chosen as part of a career development

5.1. Improving information on internal job offers and mobility tools

The signatories agree that mobility at the initiative of employees should be a source of professional development and recognition.

Internal mobility must systematically take priority over external recruitment. As such, any candidate search must first be exclusively advertised internally for a minimum of three weeks prior to any external publication and as far in advance of the vacancy as possible. All applicants must be informed promptly of the outcome of their applications, including those not selected.

For this purpose, a special tool for publishing internal job vacancies is available to employees via the intranet or extranet. The Group is committed to ensuring that employees are regularly informed about how to access these offers and to seeking the continuous improvement of the tool in terms of access and use, particularly for employees who do not have regular access to the Group's intranet (one initiative, for example, could be a computer connected to the network might be made available to employees, as close as possible to their workplace).

5.2. A condition for success: preparing and supporting mobility

The employee is the key player in their professional development. A career plan is developed by the employee expressing a desire for progress or change during their career development interview. Furthermore, it is important that the employee agrees to participate in professionalization initiatives.

The manager supports and contributes to their employees' career development. Coordinating teams and skills development are essential aspects of management, and require necessary training and adequate means to exercise that responsibility. To advise employees about their career plans, they can also be supported in this process by their local HR or through any other resources made available by the company.

HR should also offer employees support and advice, and make available the tools needed to develop their skills.

ENGIE has stipulated that a HR representative in charge of mobility should be identified and known in each entity. This person shall be responsible for providing advice and tools to employees thinking about professional mobility.

Employee representatives are also key contacts, to whom employees can turn to for advice on career development.

5.3. Creating the conditions to facilitate mobility at the initiative of employees

In the case of geographical mobility, ENGIE is committed to:

- covering the costs of a relocation made necessary by taking a new position,
- supporting the employee on an individual basis through a range of services (e.g. assistance in the search for a new house, support for finding employment for the spouse, assistance with school enrolment).

Any professional mobility at the initiative of the employee, whether functional or geographical, must be valued and accompanied by a change to the basic salary.

The parties have a shared desire to boost geographical mobility at the initiative of the employee. They have therefore agreed to set up the following scheme, on an experimental basis, for a period of 2 years:

- Any voluntary mobility leading to a relocation for the employee gives rise to the payment of a bonus of one month's gross salary,
- This bonus is paid by the host entity within 3 months of the date upon which the new position commences,
- This bonus will not be paid for geographical mobility at the initiative of the employee if this occurs fewer than 3 years after a previous voluntary geographical mobility,
- This bonus represents a minimum to be applied and may be substituted by more favourable measures in collective agreements, or in joint or individual agreements.

An assessment will be made at the end of the two-year trial period in order to measure the effectiveness of the scheme in terms of increasing geographic mobility at the initiative of the employee.

If the monitoring committee finds this scheme to be ineffective, it will no longer be applied. In the event of training at the initiative of the employee, validated with management in the context of changes to a business activity, and which results in special expenses for the employee, the company will compensate the latter for the expenses actually incurred (for example, travel, accommodation, childcare, etc.) in accordance with a scheme (amount and procedures) negotiated in each company. This matter will need to be discussed in negotiations before the end of 2016; with

In the event of difficulties filling jobs (rare skills, unattractive or very competitive employment basin), companies are strongly encouraged to set up financial mechanisms that may, for example, take the form of bonuses over several years.

the measures negotiated locally applying retroactively to the date of signature of this agreement.

In addition, the employee will be systematically provided with assistance when starting their new position. Managers will be particularly attentive to the arrival and integration of the employee into the new structure. Entities are encouraged to set up a system for integrating and monitoring newcomers, including through training activities, tutoring or mentoring.

These provisions represent a minimum level applicable in all European countries and can be supplemented by the companies.

Article 6. Organisational mobility, i.e. linked to restructuring

6.1. Personalised support

Each employee involved in an organisational mobility is supported by the HR department in order to identify the types of positions that correspond to their profile, their career aspirations and any personal constraints.

The employee must naturally be fully involved in the job searches, for which he/she is accompanied by a HR representative. The role of the latter consists in particular of helping the employee to identify jobs that correspond to their career plans, prepare for interviews and provide follow-up support.

To support the organisational mobility of an employee, the original entity can use several mechanisms:

- a training plan for adapting the employee's skills to a new job, paid for by the original entity. This training plan may translate into professionalization or adaptation measures (e.g. change of functional division, company etc.),
- a period of immersion in the target entity, long enough to immerse themselves in a new business activity or a new environment, with the aim of helping the employee in their decision-making.

6.2. Creating the conditions for securing organisational mobility

To facilitate geographic organisational mobility, ENGIE is committed to:

- covering the inherent costs of a relocation made necessary by taking a new position,

- supporting the employee on an individual basis through a range of services (e.g. assistance in the search for a new house, support for finding employment for the spouse, assistance with school enrolment).

Negotiations conducted locally between management and employee representatives will be able to define the range of services and costs linked to supported mobility projects.

ENGIE is committed to making every effort to facilitate employees' return to work. In the case of a position being cut, the employee's employer undertakes to identify at least three positions corresponding to the employee's profile within the Group. The results of this search are made available to the employee who can then make a decision based on this selection. The objective of this approach is to make at least one firm job offer that is as close as possible to the employee's profile and aspirations. If this repositioning process does not have a successful outcome, a consultation will be held with management, the employee, and employee representatives.

The employee will be systematically provided with assistance when starting their new position, and will benefit from the required training. The manager welcoming the employee must be particularly attentive to the arrival and integration of the employee into the new structure. Entities are especially encouraged to set up a system for integrating and monitoring newcomers, including strong measures for raising manager awareness.

An interview is held six months after the position is taken up to make an overall assessment and identify, where appropriate, any additional training required.

For organisational mobility, except where an employee chooses otherwise due to exceptional circumstances, the gross fixed annual salary of an employee being repositioned must be maintained.

In addition, a bonus of one month's gross salary will be paid to the employee at the time of the repositioning. This scheme constitutes a minimum platform that can be substituted by conventional measures, or by a more favourable collective or individual agreement.

This bonus applies to any mobility, whether geographic or functional and leads to at least one of the following consequences for the employee:

- Geographic mobility requiring relocation
- Change to the business activity family
- At least 2 weeks' training when taking up the new post
- Change of employer company

These provisions represent a minimum level applicable in all European countries and can be supplemented by the companies.

Title 4: Terms of deployment and monitoring of the agreement

Article 7. Scope of the agreement

This agreement applies to all fully consolidated subsidiaries within the scope of ENGIE or those held at more than 50% subject to the fulfilment of the criterion of dominant influence in the European Union and EFTA (European Free Trade Association).

It will also be distributed to the subsidiaries of the European Union candidate countries which must respect these provisions once they are integrated into the European Union. However, if one of the company's trade unions requests it, a meeting will be held with the company's management in order to discuss the possible voluntary implementation of this agreement.

For unconsolidated subsidiaries in which the Group still holds a dominant share of the capital, ENGIE shall suggest opening negotiations with a view to extending this agreement.

Article 8. Commitments from the signatories in terms of communication and implementation

As soon as the agreement is signed, a joint memo will be drawn-up by ENGIE management and the European Trade Union Federations and sent to all employees.

ENGIE management will ensure that this agreement is communicated to all stakeholders of the Group:

- its leaders and managers, to ensure that they take up the managerial challenges of employability and training. Managers will also present the agreement to their teams and the social bodies they facilitate,
- all of its employees, each taking an active role in their employability and career plans. Communication will be provided in all languages required,
- its human resources divisions, which will provide advice and support to managers in the exercise of their supervisory roles,
- its employee representatives as stakeholders in social dialogue.

The parties agree that the signatories of the agreement and affiliated trade unions will lead the deployment of the agreement. Between now and the final signing of this agreement, the parties will meet to determine a way for the European trade union federations and ENGIE General Management to simultaneously communicate the ambition and content of the agreement.

Local union organisations will provide information to their members and staff in the usual manner, including through briefings and access to the Group's premises.

The companies' management teams should support the communication campaigns of trade unions. Each BU management team is committed to ensuring that this agreement is deployed across its scope, as appropriate to their circumstances. If a local agreement is signed to complement the previsions of this agreement, the management of the BU will send the local agreement for information to the signatories of this agreement. The Group's HRD will ensure this effective deployment-within the framework of constructive social dialogue in all BUs and companies.

As such, communication materials will be made available to management and employee representatives in order to support them in the deployment of the agreement. Training will also be

carried out for managers, HR representatives and employee representatives, particularly on themes relating to GPEC and the career development meeting. These training resources can also be used by employee representatives.

In addition, to promote the implementation of the agreement, a European launch seminar will be organised as soon as possible after its signing, in coordination with the European trade union federations. This seminar will bring together social partners, management and representatives of the human resources divisions.

Article 9. Non-regression clause

This agreement shall in no way constitute a reason for reducing existing obligations already provided by national and European laws and/or local and national collective agreements.

Article 10. Entry into force and duration of the agreement

This agreement shall enter into force on the date of signing. It is concluded for an indefinite period.

Article 11. Monitoring of the agreement

This agreement represents an important commitment to social objectives across the European scope. It will be regularly monitored to ensure its implementation is effective and its objectives achieved.

The monitoring of this agreement is carried out by a monitoring committee made up of 17 members (excluding management representatives), including the European trade union federations that have signed the agreement, and the Secretary of the EWC. As far as possible, this monitoring committee shall be made up of a balanced number of men and women. Members are appointed by the European trade union federations that have signed this agreement following proposals made by the different countries' trade unions.

The monitoring committee will meet once a year. In 2016, a first meeting will be held within three months of the agreement being signed to discuss monitoring arrangements, and indicators in particular. To support the continued deployment of the agreement, a second meeting will be held in the final quarter of 2016, and two meetings in 2017. At the second meeting in 2017, a review of the Committee's activities will be carried out in order to adapt the monitoring indicators accordingly. From 2018, the Committee will meet on an annual basis.

The monitoring committee will receive the annual report from the steering committee of the Energy Transition School.

In the event of a grievance (non-compliance with the agreement and its application) and if the local discussion process has failed to reach a solution, the matter may be submitted to the European Federations or to Group Management accompanied by all the necessary documents concerning the grievance. It is up to the signatories of the agreement to arrange dialogue between local management and employee representatives.

Monitoring of the implementation of the agreement will also be conducted annually in each company together with social partners, beginning in 2016. This monitoring within each company is completed using indicators defined by the European Monitoring Committee, with the possible addition of others.

The European Works Council, through the Secretariat, will be kept regularly informed of the monitoring of this agreement.

Article 12. Interpretation and revision of the agreement

This agreement will be translated into the languages of the scope of application of the agreement. It is agreed that only the version written in French (the signed version) is binding between the signatories.

Any interpretation issues relating to this agreement will fall to the agreement's Monitoring Committee referred to in Article 11.

The parties may revise this agreement with a notice period of 3 months and by inviting a special negotiating body appointed by the European trade union federations that have signed the agreement.

Article 13. Filing of the agreement

This agreement will be filed with the Direction Régionale des Entreprises, de la Concurrence, de la Consommation, du Travail et de l'Emploi (the French regional directorate for companies, competition, consumption, work and employment or the DIRECCTE), within whose jurisdiction ENGIE SA's headquarters are located.

In addition, a copy shall be filed at the registry of the French industrial tribunal (Conseil de Prud'hommes), within whose jurisdiction ENGIE SA's headquarters are located.

XX/XX/2015

For ENGIE and its subsidiaries meeting the conditions defined in Article 7 of the agreement:

Chairman:

Gérard Mestrallet

| And the three European trade union federations, duly mandated by their members: | | | | | |
|---|-----------|--------------------|--|--|--|
| EPSU | EFBWW | IndustriAll Europe | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Full name | Full name | Full name | | | |

The following people took part in the negotiation meetings as members of the Special Negotiating Body:

José Luis Arrufat (Spain), Stefano Bassi (Italy), Eric Buttazzoni (France), Patricia Chastan (France), Daniel Glevan (Romania), Gildas Gouvaze (France), Philip Hearnden (UK), Jonathan Hayward (UK), Mustapha Kerkach (Belgium), Constantino Koumbounis (Belgium), Bernard Larribaud (France), Patrick Lasnier Confolant (France), Yves Ledoux (France), Gaby Leibecke (Germany), Thomas Leopold (Germany), Didier Michel (France), Jacques Mouton (France), Yvan Payan (France), Jean Marc Pirotton (Belgium), Arnauld Prigent (France), Jacky Rouchouse (France), Robert Textoris (France), Robert Van Passen (Belgium), Ton Willems (the Netherlands) and Yves Sampietro (France).

APPENDIX 1: Glossary

Consultation:

Meeting for discussion and dialogue between company representatives and staff or trade union representatives, in accordance with national legislation. Consultation should allow each party to express their views within the scope of an open and constructive social dialogue.

Employability:

According to the International Labour Organization (ILO), employability is "the ability of individuals to secure and retain a job, progress at work and cope with change throughout their professional life". In the context of this agreement, employability means the possibility allowed to each employee to progress in their career, to increase their skills and to adapt to change though out their professional life, particularly through training and professional mobility.

Employee representatives:

All staff and trade union representatives at the company.

Employee support:

The option given to employees to be assisted by a colleague or trade union representative or staff representative from their company.

Recognised skills training:

This refers to vocational training leading to the development of knowledge or the acquisition of new skills.

Social Dialogue:

According to the European Commission, social dialogue encompasses the discussions, negotiations and joint actions undertaken by management representatives and employee representatives.

Vulnerable business activities:

A vulnerable business activity is one that suffers a significant decline in workforce, or that is set to face significant structural changes in terms of skills, requiring retraining of employees.