

Final Terms dated 29 June 2023



ENGIE

CHF 225,000,000 2.490 per cent. Fixed Rate Notes due 4 July 2031

under the Euro 30,000,000,000

Euro Medium Term Note Programme

Legal Entity Identifier: LAXUQCHT4FH58LRZDY46

MIFID II product governance / Professional investors, eligible counterparties and retail investors in Switzerland only target market – Solely for the purposes of each manufacturer’s product approval process, the target market assessment in respect of the Notes, taking into account the five categories referred to in item 18 of the Guidelines published by ESMA on 5 February 2018, as determined by the manufacturer(s), has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients in Switzerland only, each as defined in Directive 2014/65/EU (as amended, “**MiFID II**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturers’ target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS - The Notes are not intended to be offered, sold or otherwise made available to and, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“EEA”). For these purposes, a retail investor means a person who is one (or both) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended (“**MiFID II**”); or (ii) a customer within the meaning of Directive (EU) 2016/97, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014, as amended (the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

Swiss Public Offer: For the avoidance of doubt, investors are informed that the Notes will be offered to the public in Switzerland only.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 17 May 2023 which has received approval no. 23-170 from the *Autorité des marchés financiers* (the “AMF”) on 17 May 2023 which constitutes a base prospectus for the purposes of the Regulation (EU) 2017/1129, as amended (the “Prospectus Regulation”), (the “Base Prospectus”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and article 64 of the Swiss Financial Services Act of 15 June 2018 (the **FinSA**) and must be read in conjunction with the Base Prospectus and the Swiss issue and listing prospectus dated 29 June 2023, prepared in connection with the listing of the Notes on SIX Swiss Exchange Ltd. (“**SIX Swiss Exchange**”) (together with the Base Prospectus, the “**Swiss Prospectus**”) in order to obtain all the relevant information. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Swiss Prospectus.

The Base Prospectus and the Final Terms are available for viewing on the website of ENGIE (www.engie.com) and printed copies may be obtained from ENGIE at 1, place Samuel de Champlain, 92400 Courbevoie, France. Copies of the Swiss Prospectus as well as the documents incorporated therein by reference may be obtained from Deutsche Bank AG Zurich Branch, Uraniastrasse 9, 8001 Zurich, Switzerland, or may be obtained upon request by e-mail to (swiss.transaction@list.db.com).

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| 1. | Issuer: | ENGIE |
| 2. | (i) Series Number: | 106 |
| | (ii) Tranche Number: | 1 |
| | (iii) Date on which the Notes become fungible: | Not Applicable |
| 3. | Specified Currency or Currencies: | Swiss Francs (“ CHF ”) |
| 4. | Aggregate Nominal Amount: | |
| | (i) Series: | CHF 225,000,000 |
| | (ii) Tranche: | CHF 225,000,000 |
| 5. | Issue Price: | 100 per cent. |
| 6. | Specified Denomination: | CHF 5,000, CHF 100,000 and CHF 1,000,000 |
| 7. | (i) Issue Date: | 4 July 2023 |
| | (ii) Interest Commencement Date: | Issue Date |
| 8. | Maturity Date: | 4 July 2031 |
| 9. | Interest Basis: | 2.490 per cent. <i>per annum</i> Fixed Rate
(further particulars specified below) |
| 10. | Redemption Basis: | Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at 100 per cent. of their nominal amount |
| 11. | Change of Interest Basis: | Not Applicable |
| 12. | Put/Call Options: | Not Applicable |

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| 13. | (i) Status of the Notes: | Unsubordinated |
| | (ii) Date of Board approval for issuance of Notes obtained: | Resolution of the Board of Directors (<i>Conseil d'Administration</i>) of the Issuer dated 8 December 2022 and decision of Mrs. Catherine MacGregor in her capacity as <i>Directrice Générale</i> of the Issuer dated 14 June 2023 |

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

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| 14. | Fixed Rate Note Provisions | Applicable |
| | (i) Rate of Interest: | 2.490 per cent. <i>per annum</i> payable annually in arrear on each Interest Payment Date |
| | (ii) Interest Payment Date(s): | 4 July in each year from and including 4 July 2024 to and including the Maturity Date. |
| | (iii) Fixed Coupon Amount: | CHF 124.50 per Note of CHF 5,000 Specified Denomination, CHF 2,490.00 per Note of CHF 100,000 Specified Denomination, CHF 24,900.00 per Note of CHF 1,000,000 Specified Denomination |
| | (iv) Broken Amount: | Not Applicable |
| | (v) Day Count Fraction: | 30/360 |
| | (vi) Determination Dates: | Not Applicable |
| 15. | Floating Rate Note Provisions | Not Applicable |
| 16. | Zero Coupon Note Provisions | Not Applicable |
| 17. | Inflation Linked Interest Note Provisions | Not Applicable |

PROVISIONS RELATING TO REDEMPTION

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| 18. | Call Option | Not Applicable |
| 19. | Make-Whole Redemption by the Issuer | Not Applicable |
| 20. | Residual Maturity Call Option | Not Applicable |
| 21. | Put Option | Not Applicable |
| 22. | Change of Control Put Option | Not Applicable |
| 23. | Clean-up Call Option | Not Applicable |
| 24. | Final Redemption Amount of each Note | CHF 5,000 per CHF 5,000, CHF 100,000 per CHF 100,000 and CHF 1,000,000 per CHF 1,000,000 Specified Denomination |
| 25. | Early Redemption Amount | |
| | (i) Early Redemption Amount(s) of each Note payable on redemption for taxation reasons (Condition 6(h)) or for illegality (Condition 6(l)): | CHF 5,000 per CHF 5,000, CHF 100,000 per CHF 100,000 and CHF 1,000,000 per CHF 1,000,000 Specified Denomination |

(ii) Redemption for taxation reasons permitted on days others than Interest Payment Dates (Condition 6(h)):	Yes
(iii) Unmatured Coupons to become void upon early redemption (Materialised Bearer Notes only) (Condition 7(f)):	Not Applicable

GENERAL PROVISIONS APPLICABLE TO THE NOTES

26. Form of Notes: Materialised Notes

The Terms and Conditions of the French Law Notes and other relevant parts of the Base Prospectus shall be amended as follows:

The Notes will be in materialised bearer form (“Materialised Notes” as such term is defined in the “Terms and Conditions of the Notes”) and will be represented on issue by a temporary global certificate without coupons attached (the “**Temporary Global Certificate**”) substantially in the form annexed to the Supplemental Agency Agreement dated 29 June 2023 (the “**Supplemental Agency Agreement**”), between, inter alia, the Issuer and Deutsche Bank AG Zurich Branch in its capacity as Swiss principal paying agent (the “**Swiss Principal Paying Agent**”) and Commerzbank Aktiengesellschaft, Zurich Branch and UBS Investment Bank as additional swiss paying agent (the “**Swiss Paying Agents**”), to be deposited with the Intermediary (as defined below).

The Temporary Global Certificate will be exchanged for definitive Materialised Notes in bearer form (the “**Definitive Notes**”) each with coupons for interest attached (the “**Coupons**”) on or after the first day following the expiry of 40 calendar days after the Issue Date, subject to postponement as provided in the Temporary Global Certificate. The Notes are denominated in Swiss Francs, in bearer form, and are deposited with and cleared through SIS or any other clearing institution in Switzerland recognised for such purposes by SIX Swiss Exchange, and fulfil the criteria from time to time required in order to benefit from a limited exception to the non-US beneficial ownership certification requirement of the TEFRA D Rules.

The Temporary Global Certificate upon issue and, following their exchange, the Definitive Notes and Coupons shall be deposited by the Swiss Principal Paying Agent with SIX SIS Ltd or any other intermediary in Switzerland recognised for such purposes by SIX Swiss Exchange Ltd (SIX SIS Ltd or any such other intermediary, the “**Intermediary**”). Once so deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Notes will constitute intermediated securities (“**Intermediated Securities**”) (*Bucheffekten*) in accordance with the

provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).

Each Holder (as defined below) shall have a quotal co-ownership interest (*Miteigentumsanteil*) in the Temporary Global Certificate and, following their exchange, the Definitive Notes and the related Coupons to the extent of its claim against the Issuer, provided that for so long as the Temporary Global Certificate and, following their exchange, the Definitive Notes and the related Coupons remain deposited with the Intermediary, the co-ownership interest shall be suspended.

In respect of Notes in the form of Intermediated Securities, the records of the Intermediary will determine the number of Notes held through each participant in that Intermediary. The holders of the Notes will be the persons holding the Notes in a securities account (*Effektenkonto*) that is in their own name and for their own account or, in case of Intermediaries (*Verwahrungsstellen*), the Intermediaries holding the Notes for their own account in a securities account (*Effektenkonto*) which is in their name (and the expression “**Holders**” and related expressions shall be construed accordingly).

The Notes in the form of Intermediated Securities may only be transferred by the entry of the transferred Notes in a securities account of the transferee.

No Holder shall at any time have the right to effect or demand the delivery of the Definitive Notes and/or any related Coupons. If the Swiss Principal Paying Agent determines the delivery of Definitive Notes or Coupons (i) to be necessary or useful or (ii) to be required by Swiss or foreign laws in connection with the enforcement of rights (including in cases of bankruptcy, consolidation, or reorganization of the Issuer), the Swiss Principal Paying Agent shall provide, without cost to the Holders, for the delivery of the Definitive Notes and related Coupons for unmatured interest to the Holders against cancellation of the Notes in the Holders' securities accounts.

Condition 1 and 2 of the Terms and Conditions of the Notes shall be amended and construed accordingly.

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| (i) Form of Dematerialised Notes: | Not Applicable |
| (ii) Registration Agent | Not Applicable |
| (iii) Temporary Global Certificate: | See above |
| (iv) Applicable TEFRA exemption: | D Rules, in accordance with Swiss practice |
| 27. Financial Centre(s) (Condition 7(h)): | Zurich, TARGET 2 |
| 28. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): | Not Applicable |

29. Details relating to Instalment Notes: Not Applicable
30. Redenomination, renominatisation and reconventioning provisions: Not Applicable
31. Consolidation provisions: Not Applicable
32. Meeting and Voting Provisions (Condition 11): Contractual Masse
Name and address of the Representative:

MASSQUOTE S.A.S.U.

33, rue Anna Jacquin
92100 Boulogne Billancourt
France

For the purpose of the Condition 11(c)(iii), the first paragraph of Condition 11(c)(iii) shall, for the purposes of this Series of Notes only, be deemed deleted and replaced by the following paragraphs:

“While the Temporary Global Certificate and, following their exchange, the Definitive Notes are deposited with the Intermediary and constitute Intermediated Securities, the right of each Noteholder to participate in a General Meeting shall be evidenced by a bank certificate confirming such Noteholder’s holdings of Notes according to his book entry securities account with such bank, in line with the relevant instructions in the invitation for the General Meeting.

In the event the Definitive Notes are no longer deposited with the Intermediary and no longer constitute Intermediated Securities, then, the following provisions shall apply for the purposes of determining the right of each Noteholder to participate in General Meetings:

- (a) If a holder of a Definitive Note wishes to obtain a voting certificate in respect of it for a meeting, he must deposit it for that purpose not less than 48 hours before the time fixed for the meeting with the Swiss Principal Paying Agent or to the order of the Swiss Principal Paying Agent with a bank or other depositary nominated by the Swiss Paying Agent for that purpose. The Swiss Principal Paying Agent shall then issue a voting certificate in respect of it.
- (b) A voting certificate shall:
- (i) be a document in the English language;
 - (ii) be dated;
 - (iii) specify the meeting concerned and the serial numbers of the Definitive Notes deposited; and
 - (iv) entitle, and state that it entitles, its bearer to attend and vote at that meeting in respect of those Notes.
- (c) Once the Swiss Principal Paying Agent has issued a voting certificate for a meeting in respect of a Definitive Note, it shall not release such Note until either:
- (i) the meeting has been concluded; or
 - (ii) the voting certificate has been surrendered to the Swiss

Principal Paying Agent.

- (d) If a holder of a Definitive Note wishes the votes attributable to it to be included in a block voting instruction for a meeting, then, not less than 48 hours before the time fixed for the meeting, (i) he must deposit the Note for that purpose with the Swiss Principal Paying Agent or to the order of the Swiss Principal Paying Agent with a bank or other depositary nominated by the Swiss Paying Agent for that purpose and (ii) he or a duly authorised person on his behalf must direct the Swiss Principal Paying Agent as to how those votes are to be cast. The Swiss Principal Paying Agent shall issue a block voting instruction in respect of the votes attributable to all Notes so deposited.
- (e) A block voting instruction shall:
- (i) be a document in the English language;
 - (ii) be dated;
 - (iii) specify the meeting concerned;
 - (iv) list the total number and serial numbers of the Definitive Notes deposited, distinguishing with regard to each resolution between those voting for and those voting against it;
 - (v) certify that such list is in accordance with Notes deposited and directions received as provided in paragraphs (d), (g) and (j); and
 - (vi) appoint a named person (a “**proxy**”) to vote at that meeting in respect of those Notes and in accordance with that list.
- A proxy need not be a Noteholder.
- (f) Once the Swiss Principal Paying Agent has issued a block voting instruction for a meeting in respect of the votes attributable to any Definitive Notes:
- 1. it shall not release the Notes, except as provided in paragraph (g), until the meeting has been concluded; and
 - 2. the directions to which it gives effect may not be revoked or altered during the 48 hours before the time fixed for the meeting.
- (g) If the receipt for a Definitive Note deposited with the Swiss Principal Paying Agent in accordance with paragraph (d) is surrendered to the Swiss Principal Paying Agent not less than 48 hours before the time fixed for the meeting, the Swiss Principal Paying Agent shall release the Note and exclude the votes attributable to it from the block voting instruction.

- (h) Each block voting instruction shall be deposited not less than 48 hours before the time fixed for the meeting at the specified office of the Swiss Principal Paying Agent or such other place as the Issuer shall designate or approve, and in default it shall not be valid unless the chairman of the meeting decides otherwise before the meeting proceeds to business. If the Issuer requires, at its expense and if reasonably practicable, a notarially certified copy of each block voting instruction shall be produced by the proxy at the meeting but the Issuer need not investigate or be concerned with the validity of the proxy's appointment.
- (i) A vote cast in accordance with a block voting instruction shall be valid even if it or any of the Noteholders' instructions pursuant to which it was executed has previously been revoked or amended, unless written intimation of such revocation or amendment is received from the Swiss Principal Paying Agent at its specified office (or such other place as may have been specified by the Issuer for the purpose) or by the chairman of the meeting in each case at least 24 hours before the time fixed for the meeting.
- (j) No Note may be deposited with or to the order of the Swiss Principal Paying Agent at the same time for the purposes of both paragraph (a) and paragraph (d) for the same meeting.

For the purposes of this section, the terms:

"24 hours" means a period of 24 hours including all or part of a day on which banks are open for business both in the place where the meeting is to be held and in each of the places where the Swiss Principal Paying Agent has its specified office (disregarding for this purpose the day on which the meeting is to be held) and that period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included all or part of a day on which banks are open for business in all of the places where the Swiss Principal Paying Agent has its specified office; and

"48 hours" means a period of 48 hours including all or part of two days on which banks are open for business both in the place where the meeting is to be held and in each of the places where the Swiss Principal Paying Agent has its specified office (disregarding for this purpose the day on which the meeting is to be held) and that period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included all or part of two days on which banks are open for business in all of the places where the Swiss Principal Paying Agent has its specified office."

33. Governing Law:

The Notes and the Coupons and any non-contractual obligations arising out of or in connection with the Notes and the Coupons will be governed by, and shall be construed in accordance with, French law.

34. Additional other terms:

1. **Condition 7(b) of the Terms and Conditions of the Notes shall be amended, in relation to this Series of**

Notes only, by the addition of the following paragraph at the end of such Condition 7(b):

“The Issuer shall make all payments of principal and interest due under the Notes to the Swiss Principal Paying Agent in accordance with the Supplemental Agency Agreement and the Terms and Conditions of the Notes. The receipt by the Swiss Principal Paying Agent (or any successor) of the due and punctual payment of funds in Swiss Francs (CHF) in Zurich, in the manner provided by the Conditions and these Final Terms shall release the Issuer from its obligations under the Notes and Coupons for the payment of interest and principal due on the relevant Interest Payment Date and on the Maturity Date to the extent of such payment.

Except to the extent required by law, payments of principal and/or interest under the Notes shall be made in freely disposable Swiss Francs, without collection costs in Switzerland and without any restrictions and whatever the circumstances may be, irrespective of nationality, domicile or residence of the Noteholders or Couponholders and without requiring any certification, affidavit or the fulfilment of any other formality.”

2. Condition 7(e) of the Terms and Conditions of the Notes shall be amended, in relation to this Series of Notes only, by the addition of the following paragraph at the end of such Condition 7(e):

“So long as the Notes are listed on SIX Swiss Exchange, the Issuer will maintain a paying agent for the Notes having a specified office in Switzerland and all references in the Conditions to the Paying Agents shall, where applicable, for the purposes of the Notes only, be construed as references to the Swiss Principal Paying Agent and will at no time include a paying agent having a specified office outside Switzerland, unless permitted by applicable law. Any reference in the Conditions to the “Fiscal Agent” shall, so far as the context permits, be deemed to be a reference to the Swiss Principal Paying Agent.”

3. Condition 8 of the Terms and Conditions of the Notes shall be amended, in relation to this Series of Notes only, by the addition of the following paragraphs after Condition 8(b)(ii):

“(iii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any agreements between the European Union and other countries or territories or any law or other governmental regulation implementing or complying with, or introduced in order to conform to, such agreements; or

(iv) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any law or an agreement between Switzerland and other countries on withholding taxes levied by Swiss paying agents in respect of persons resident in the other country on income of such person on Notes booked or deposited with a Swiss paying agent.

(v) by reason of the holder of any Note or Coupon being domiciled or established, or receiving payments made under any such Note or Coupon in an account open, in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of article 238-0 A of French *Code Général des Impôts* other than States or territories mentioned in paragraph 2 bis, 2° of Article 238-0 A of the French *Code Général des Impôts* or by virtue of Article 238 A of the *French Code Général des Impôts*.”

4. Condition 11(c)(iii) of the Terms and Conditions of the Notes shall be supplemented, in relation to this Series of Notes only, by the addition of the following at the end of Condition 11(c)(iii):

“Each Note carries the right to one vote or, in the case of Notes issued with more than one Specified Denomination, one vote in respect of each multiple of the lowest Specified Denomination comprised in the principal amount of the Specified Denomination of such Note.”

5. Condition 15 of the Terms and Conditions of the Notes shall be amended, in relation to this Series of Notes only, by the addition of the following at the end of Condition 15:

“(f) Notwithstanding the foregoing, so long as the Notes are listed on SIX Swiss Exchange and the rules of that exchange so require, all notices regarding the Notes and the Coupons shall be given by publication (i) on the internet website of SIX Swiss Exchange (currently: www.six-group.com/en/products-services/the-swiss-stock-exchange/market-data/news-tools/official-notices.html) or (ii) otherwise in accordance with the regulations of SIX Swiss Exchange. Any notices so given will be deemed to have been validly given on the date of such publication or if published more than once, on the first date of such publication.”

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for the issue of the Notes and admission to trading on SIX Swiss Exchange by ENGIE pursuant to its Euro 30,000,000,000 Euro Medium Term Note Programme for which purpose they are hereby submitted.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms.

Signed on behalf of ENGIE:

By:



Duly authorised

Grégoire de THIER
Head of Corporate Funding & Rating

PART B – OTHER INFORMATION

1. (i) **Listing and admission to trading:** Application for listing of the Notes according to the Standard for Bonds on SIX Swiss Exchange will only be made subsequent to the Issue Date.
- The Notes have been provisionally admitted to trading on SIX Swiss Exchange with effect from 30 June 2023.
- The last trading day of the Notes is expected to be the second Zurich business day prior to the Maturity Date, meaning 2 July 2031.
- (ii) **Estimate of total expenses related to admission to trading:** Not Applicable
- (iii) **Information required for Notes to be listed on SIX Swiss Exchange:**
- Listing/Trading information:
- a) Trading Size and Ratio: The Notes can only be traded in the Specified Denomination of CHF 5,000 and integral multiples thereof
- b) First provisional Trading Day: 30 June 2023
- c) Last Trading Day and Time: Expected to be 5.00 pm CET time on the second Zurich business day prior to the Maturity Date.
- Additional information:
- a) Fees charged by the Issuer to the Noteholders post-issuance: None
- b) Name and address of the representative for purposes of article 58a of the Listing Rules of SIX Swiss Exchange: Deutsche Bank AG Zurich Branch, Uraniastrasse 9, 8001 Zurich, Switzerland
- c) No material adverse change: Save as disclosed in the Base Prospectus, there has been no material adverse change, nor any event involving a prospective material adverse change in the financial and trading position of the Issuer since the date of

the Base Prospectus.

d) Swiss tax information:

For Swiss tax information, Noteholders are advised to consult with their professional tax advisors as to the respective Swiss tax consequences of the purchase, ownership, disposition or redemption of Notes.

2. RATINGS

Ratings:

The Notes to be issued are expected to be rated:

S&P: BBB+

Pursuant to S&P definitions, an obligation rated “BBB” exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to weaken the obligor’s capacity to meet its financial commitments on the obligation. Ratings from “AA” to “CCC” may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories.

Moody’s: Baa1

Pursuant to Moody’s definitions, obligations rated “Baa” are judged to be medium-grade and subject to moderate credit risk and as such may possess certain speculative characteristics. The addition of the modifier “1” indicates that the obligation ranks in the higher end of its generic rating category.

Fitch: A-

Pursuant to Fitch’s definitions, an “A” rating denotes expectations of low credit risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings. The modifiers “+” or “-” may be appended to a rating to denote relative status within major rating categories.

S&P, Moody’s and Fitch are established in the European Union and registered under Regulation (EC) No 1060/2009 (as amended, the “**CRA Regulation**”) and are included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the European Securities and Markets Authority’s website (www.esma.europa.eu/supervision/credit-rating-agencies/risk).

S&P, Moody’s and Fitch are not established in the United Kingdom and have each not applied for registration under Regulation (EC) No 1060/2009 (as amended) as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**UK CRA Regulation**”), but are endorsed by S&P Global Ratings UK Limited, Moody’s Investors Service Limited and Fitch Ratings Limited, respectively, which are established in the United Kingdom, registered under the UK CRA Regulation and included in the list of credit rating

agencies registered in accordance with the list of registered and certified credit ratings agencies published on the website of the UK Financial Conduct Authority (<https://www.fca.org.uk/markets/credit-rating-agencies/registered-certified-cras>).

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save as discussed in “Subscription and Sale” in the Base Prospectus, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The Dealer and its affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.

4. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

Reasons for the offer: Green Bonds - It is the intention of the Issuer to use the net proceeds to fund Eligible Green Projects, as defined in the Green Financing Framework
(https://www.engie.com/sites/default/files/assets/documents/2023-06/20230613_Engie_Green_Framework%20%28VDEF%29.pdf).

See “Use of Proceeds” wording in Base Prospectus.

Estimated net amount of the proceeds: CHF 224,402,500

5. YIELD

Indication of yield: 2.490 per cent. per annum

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield

6. OPERATIONAL INFORMATION

ISIN: CH1277582016

Swiss security number (Valoren number): 127.758.201

Common Code: 264328055

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): SIX SIS Ltd.

Delivery: Delivery against payment

Names and addresses of Swiss Paying Agent: For the purposes of this Series of Notes only, the Issuer has, pursuant to a Supplemental Agency Agreement dated 29 June 2023 appointed Deutsche Bank AG Zurich Branch as the Swiss Principal Paying Agent and Commerzbank Aktiengesellschaft, Zurich Branch and UBS Investment Bank as Swiss Paying Agents with their registered offices located at the following addresses:

Deutsche Bank AG Zurich Branch, Uraniastrasse 9, 8001 Zurich, Switzerland

Commerzbank Aktiengesellschaft, Frankfurt am Main, Zurich Branch, Pelikanplatz 15, 8001 Zurich, Switzerland

UBS AG, Bahnhofstrasse 45, 8001 Zurich, Switzerland

For the purpose of the Notes only, any reference in the Terms and Conditions of the Notes to the “Fiscal Agent”, or “Paying Agent” shall be deemed to be references to the Swiss Principal Paying Agent.

7. DISTRIBUTION

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| (i) Method of distribution: | Syndicated |
| (ii) If syndicated: | |
| (A) Names of the Lead Managers: | Commerzbank Aktiengesellschaft,
Deutsche Bank Aktiengesellschaft, acting through Deutsche Bank AG Zurich Branch,
UBS AG |
| (B) Date of Subscription Agreement: | 29 June 2023 |
| (C) Stabilisation Manager(s) if any: | Not Applicable |
| (iii) If non-syndicated, name and address of Dealer: | Not Applicable |
| (iv) Total commission and concession: | 0.25 per cent. of the Aggregate Nominal Amount, CHF 35.000 documentation costs, 0.01 per cent. on the notional amount at each coupon payment for repayment of principal and 0.01 per cent. on the notional amount at redemption |
| (iv) US Selling Restrictions (Categories of potential investors to which the Notes are offered): | Regulation S compliance category 2 / TEFRA D Rules: exemption in accordance with Swiss practice |