

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2024

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to .

Commission File Number: 001-37983

TechnipFMC plc

(Exact name of registrant as specified in its charter)

United Kingdom

(State or other jurisdiction of incorporation or organization)

98-1283037

(I.R.S. Employer Identification No.)

One Subsea Lane

Houston, Texas

United States of America

(Address of principal executive offices)

77044

(Zip Code)

+1 281-591-4000

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Ordinary shares, \$1.00 par value per share	FTI	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (\$232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at April 24, 2024
Ordinary shares, \$1.00 par value per share	430,973,995

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q of TechnipFMC plc (the “Company,” “we,” “us,” or “our”) contains “forward-looking statements” as defined in Section 27A of the United States Securities Act of 1933, as amended, and Section 21E of the United States Securities Exchange Act of 1934, as amended (the “Exchange Act”). Forward-looking statements usually relate to future events, market growth and recovery, growth of our new energies business and anticipated revenues, earnings, cash flows or other aspects of our operations or operating results. Forward-looking statements are often identified by the words “believe,” “expect,” “anticipate,” “plan,” “intend,” “foresee,” “should,” “would,” “could,” “may,” “estimate,” “outlook” and similar expressions, including the negative thereof. The absence of these words, however, does not mean that the statements are not forward-looking. These forward-looking statements are based on our current expectations, beliefs and assumptions concerning future developments and business conditions and their potential effect on us. While management believes these forward-looking statements are reasonable as and when made, there can be no assurance that future developments affecting us will be those that we anticipate.

All of our forward-looking statements involve risks and uncertainties (some of which are significant or beyond our control) and assumptions that could cause actual results to differ materially from our historical experience and our present expectations or projections. Known material factors that could cause actual results to differ materially from those contemplated in the forward-looking statements include those set forth in Part I, Item 1A, “Risk Factors” of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 and Part II, Item 1A “Risk Factors” and elsewhere in this Quarterly Report on Form 10-Q, including unpredictable trends in the demand for and price of oil and natural gas; competition and unanticipated changes relating to competitive factors in our industry, including ongoing industry consolidation; our inability to develop, implement and protect new technologies and services and intellectual property related thereto, including new technologies and services for our New Energy business; the cumulative loss of major contracts, customers or alliances and unfavorable credit and commercial terms of certain contracts; disruptions in the political, regulatory, economic and social conditions of the countries in which we conduct business; the refusal of DTC to act as depository and clearing agency for our shares; the impact of our existing and future indebtedness and the restrictions on our operations by terms of the agreements governing our existing indebtedness; the risks caused by our acquisition and divestiture activities; additional costs or risks from increasing scrutiny and expectations regarding ESG matters; uncertainties related to our investments in New Energy business; the risks caused by fixed-price contracts; our failure to timely deliver our backlog; our reliance on subcontractors, suppliers and our joint venture partners; a failure or breach of our IT infrastructure or that of our subcontractors, suppliers or joint venture partners, including as a result of cyber-attacks; risks of pirates and maritime conflicts endangering our maritime employees and assets; any delays and cost overruns of new capital asset construction projects for vessels and manufacturing facilities; potential liabilities inherent in the industries in which we operate or have operated; our failure to comply with existing and future laws and regulations, including those related to environmental protection, climate change, health and safety, labor and employment, import/export controls, currency exchange, bribery and corruption, taxation, privacy, data protection and data security; the additional restrictions on dividend payouts or share repurchases as an English public limited company; uninsured claims and litigation against us; tax laws, treaties and regulations and any unfavorable findings by relevant tax authorities; potential departure of our key managers and employees; adverse seasonal, weather, and other climatic conditions; unfavorable currency exchange rates; risk in connection with our defined benefit pension plan commitments; and our inability to obtain sufficient bonding capacity for certain contracts. We caution you not to place undue reliance on any forward-looking statements, which speak only as of the date hereof. We undertake no obligation to publicly update or revise any of our forward-looking statements after the date they are made, whether as a result of new information, future events or otherwise, except to the extent required by law.

PART I — FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF INCOME (UNAUDITED)

(In millions, except per share data)	Three Months Ended	
	March 31,	
	2024	2023
Revenue		
Service revenue	\$ 1,165.8	\$ 868.1
Product revenue	813.9	795.1
Lease revenue	62.3	54.2
Total revenue	2,042.0	1,717.4
Costs and expenses		
Cost of service revenue	1,019.1	802.0
Cost of product revenue	643.2	654.7
Cost of lease revenue	38.3	39.8
Selling, general and administrative expense	159.8	153.9
Research and development expense	17.6	15.4
Restructuring, impairment and other charges	5.0	0.6
Total costs and expenses	1,883.0	1,666.4
Other income (expense), net	(12.3)	(1.3)
Gain on disposal of Measurement Solutions business (Note 3)	75.2	—
Income from equity affiliates (Note 10)	1.4	14.2
Income before net interest expense and income taxes	223.3	63.9
Interest income	13.7	8.3
Interest expense	(26.4)	(27.0)
Income before income taxes	210.6	45.2
Provision for income taxes (Note 16)	49.7	37.4
Net income	160.9	7.8
Net income attributable to non-controlling interests	(3.8)	(7.4)
Net income attributable to TechnipFMC plc	\$ 157.1	\$ 0.4
Earnings per share attributable to TechnipFMC plc		
Basic	\$ 0.36	\$ 0.00
Diluted	\$ 0.35	\$ 0.00
Weighted average shares outstanding (Note 6)		
Basic	433.6	442.1
Diluted	446.3	455.0

The accompanying notes are an integral part of the condensed consolidated financial statements.

TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)

	Three Months Ended	
	March 31,	
	2024	2023
(In millions)		
Net income attributable to TechnipFMC plc	\$ 157.1	\$ 0.4
Net income attributable to non-controlling interests	(3.8)	(7.4)
Net income attributable to TechnipFMC plc, including non-controlling interests	160.9	7.8
<i>Foreign currency translation adjustments</i>		
Net unrealized gains (losses) arising during the period	(62.7)	15.9
Reclassification adjustment for net losses (gains) included in net income	10.5	(0.1)
Foreign currency translation adjustments^(a)	(52.2)	15.8
<i>Net losses on hedging instruments</i>		
Net losses arising during the period	(34.4)	(6.1)
Reclassification adjustment for net (gains) losses included in net income	(3.1)	1.6
Net losses on hedging instruments^(b)	(37.5)	(4.5)
<i>Pension and other post-retirement benefits</i>		
Net gains (losses) arising during the period	4.1	(2.0)
Reclassification adjustment for amortization of prior service cost included in net income	0.1	0.1
Reclassification adjustment for amortization of net actuarial loss included in net income	3.1	2.2
Reclassification adjustment for net gain included in net income	(2.3)	—
Net pension and other post-retirement benefits^(c)	5.0	0.3
Other comprehensive income (loss), net of tax	(84.7)	11.6
Comprehensive income	76.2	19.4
Comprehensive (income) attributable to non-controlling interest	(3.9)	(5.4)
Comprehensive income attributable to TechnipFMC plc	\$ 72.3	\$ 14.0

(a) Net of income tax of nil for the three months ended March 31, 2024 and 2023.

(b) Net of income tax benefit (expense) of \$6.6 million and \$(4.6) million for the three months ended March 31, 2024 and 2023, respectively.

(c) Net of income tax benefit (expense) of \$1.0 million and \$(1.0) million for the three months ended March 31, 2024 and 2023, respectively.

The accompanying notes are an integral part of the condensed consolidated financial statements.

TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)

(In millions, except par value data)		March 31, 2024	December 31, 2023
Assets			
Cash and cash equivalents	\$	696.8	\$ 951.7
Trade receivables, net of allowances of \$33.2 in 2024 and \$34.4 in 2023		1,076.8	1,138.1
Contract assets, net of allowances of \$1.3 in 2024 and \$1.4 in 2023		1,062.7	1,010.1
Inventories, net (Note 8)		1,162.4	1,100.3
Derivative financial instruments (Note 17)		119.3	183.4
Income taxes receivable		143.1	156.2
Advances paid to suppliers		77.6	89.5
Measurements Solutions business classified as assets held for sale (Note 3)		—	152.1
Other current assets (Note 9)		431.7	414.0
Total current assets		4,770.4	5,195.4
Investments in equity affiliates (Note 10)		275.3	274.4
Property, plant and equipment, net of accumulated depreciation of \$2,562.5 in 2024 and \$2,496.5 in 2023		2,213.3	2,270.9
Operating lease right-of-use assets		724.9	739.6
Finance lease right-of-use assets		100.2	91.6
Intangible assets, net of accumulated amortization of \$744.8 in 2024 and \$725.3 in 2023		579.9	601.6
Deferred income taxes		135.9	164.8
Derivative financial instruments (Note 17)		18.5	30.4
Other assets		270.3	287.9
Total assets	\$	9,088.7	\$ 9,656.6
Liabilities and equity			
<i>Liabilities and equity</i>			
Short-term debt and current portion of long-term debt (Note 12)	\$	136.6	\$ 153.8
Operating lease liabilities		132.8	136.5
Finance lease liabilities		65.0	9.9
Accounts payable, trade		1,361.0	1,355.8
Contract liabilities		1,331.6	1,485.8
Accrued payroll		193.6	187.8
Derivative financial instruments (Note 17)		155.3	179.9
Income taxes payable		163.2	146.8
Measurements Solutions business classified as liabilities held for sale (Note 3)		—	64.3
Other current liabilities (Note 9)		589.8	748.0
Total current liabilities		4,128.9	4,468.6
Long-term debt, less current portion (Note 12)		887.2	913.5
Operating lease liabilities, less current portion		654.9	667.1
Financing lease liabilities, less current portion		43.8	88.4
Deferred income taxes		76.6	92.2
Accrued pension and other post-retirement benefits, less current portion		82.4	84.4
Derivative financial instruments (Note 17)		44.4	24.8
Other liabilities		125.3	145.5
Total liabilities		6,043.5	6,484.5
Commitments and contingent liabilities (Note 15)			
<i>Stockholders' equity (Note 13)</i>			
Ordinary shares, \$1.00 par value; 618.3 shares authorized in 2024 and 2023; 430.9 shares and 432.9 shares issued and outstanding in 2024 and 2023, respectively		430.9	432.9
Capital in excess of par value of ordinary shares		8,774.3	8,938.9
Accumulated deficit		(4,872.5)	(4,993.1)
Accumulated other comprehensive loss		(1,326.8)	(1,242.0)
Total TechnipFMC plc stockholders' equity		3,005.9	3,136.7
Non-controlling interests		39.3	35.4
Total equity		3,045.2	3,172.1
Total liabilities and equity	\$	9,088.7	\$ 9,656.6

The accompanying notes are an integral part of the condensed consolidated financial statements.

TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)

(In millions)	Three Months Ended March 31,	
	2024	2023
<i>Cash required by operating activities</i>		
Net income	\$ 160.9	\$ 7.8
<i>Adjustments to reconcile income to cash required by operating activities</i>		
Depreciation and amortization	99.5	93.0
Income from equity affiliates, net of dividends received	(1.4)	(14.2)
Gain on disposal of Measurement Solutions business	(75.2)	—
Other non-cash items, net	32.5	18.0
<i>Changes in operating assets and liabilities, net of effects of acquisitions</i>		
Trade receivables, net and Contract assets, net	(19.5)	(392.1)
Inventories, net	(76.2)	(94.7)
Accounts payable, trade	27.4	123.3
Contract liabilities	(134.0)	14.3
Income taxes payable, net	10.9	12.8
Other current assets and liabilities, net	(199.6)	(148.4)
Other non-current assets and liabilities, net	48.0	(6.0)
Cash required by operating activities	(126.7)	(386.2)
<i>Cash provided (required) by investing activities</i>		
Capital expenditures	(52.0)	(57.3)
Proceeds from sale of Measurement Solutions business	186.1	—
Other investing activities	2.2	4.5
Cash provided (required) by investing activities	136.3	(52.8)
<i>Cash required by financing activities</i>		
Net decrease in short-term debt	(27.4)	(9.2)
Share repurchases	(150.1)	(50.0)
Dividends paid	(21.7)	—
Payments related to taxes withheld on share-based compensation	(49.7)	(14.6)
Other financing activities	(7.3)	(13.7)
Cash required by financing activities	(256.2)	(87.5)
Effect of changes in foreign exchange rates on cash and cash equivalents	(8.3)	(8.3)
Change in cash and cash equivalents	(254.9)	(534.8)
Cash and cash equivalents, beginning of period	951.7	1,057.1
Cash and cash equivalents, end of period	\$ 696.8	\$ 522.3

The accompanying notes are an integral part of the condensed consolidated financial statements.

TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY (UNAUDITED)
THREE MONTHS ENDED MARCH 31, 2024 and 2023

(In millions)	Ordinary Shares	Capital in Excess of Par Value of Ordinary Shares	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Non- controlling Interest	Total Stockholders' Equity
Balance as of December 31, 2022	\$ 442.2	\$ 9,109.7	\$ (5,010.0)	\$ (1,301.7)	\$ 36.5	\$ 3,276.7
Net income	—	—	0.4	—	7.4	7.8
Other comprehensive income (loss)	—	—	—	13.6	(2.0)	11.6
Issuance of ordinary shares, net of shares withheld for tax	2.7	(17.3)	—	—	—	(14.6)
Share-based compensation	—	11.1	—	—	—	11.1
Shares repurchased and cancelled	(3.3)	(46.7)	—	—	—	(50.0)
Other	—	—	0.1	—	—	0.1
Balance as of March 31, 2023	<u>\$ 441.6</u>	<u>\$ 9,056.8</u>	<u>\$ (5,009.5)</u>	<u>\$ (1,288.1)</u>	<u>\$ 41.9</u>	<u>\$ 3,242.7</u>
Balance as of December 31, 2023	\$ 432.9	\$ 8,938.9	\$ (4,993.1)	\$ (1,242.0)	\$ 35.4	\$ 3,172.1
Net income	—	—	157.1	—	3.8	160.9
Other comprehensive income (loss)	—	—	—	(84.8)	0.1	(84.7)
Issuance of ordinary shares, net of shares withheld for tax	4.3	(54.0)	—	—	—	(49.7)
Share-based compensation	—	18.5	—	—	—	18.5
Shares repurchased and cancelled	(6.3)	(129.0)	(14.8)	—	—	(150.1)
Dividends declared and paid	—	—	(21.7)	—	—	(21.7)
Other	—	(0.1)	—	—	—	(0.1)
Balance as of March 31, 2024	<u>\$ 430.9</u>	<u>\$ 8,774.3</u>	<u>\$ (4,872.5)</u>	<u>\$ (1,326.8)</u>	<u>\$ 39.3</u>	<u>\$ 3,045.2</u>

The accompanying notes are an integral part of the condensed consolidated financial statements.

TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

NOTE 1. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying unaudited condensed consolidated financial statements of TechnipFMC plc and its consolidated subsidiaries ("TechnipFMC," the "Company," "we," "us," or "our") have been prepared in accordance with United States generally accepted accounting principles ("GAAP") and the rules and regulations of the Securities and Exchange Commission ("SEC") pertaining to interim financial information. As permitted under those rules, certain footnotes or other financial information that are normally required by GAAP have been condensed or omitted. These unaudited condensed consolidated financial statements should be read together with our audited consolidated financial statements contained in our Annual Report on Form 10-K ("Form 10-K") for the year ended December 31, 2023.

Our accounting policies are in accordance with GAAP. The preparation of financial statements in conformity with these accounting principles requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Ultimate results could differ from our estimates.

In the opinion of management, the accompanying unaudited condensed consolidated financial statements reflect all adjustments, consisting of normal recurring adjustments necessary for a fair statement of our financial condition and operating results as of and for the periods presented. Revenue, expenses, assets and liabilities can vary during each quarter of the year. Therefore, the results and trends in these condensed consolidated financial statements may not be representative of the results that may be expected for the year ending December 31, 2024.

Certain prior-year amounts have been reclassified to conform to the current year's presentation.

NOTE 2. NEW ACCOUNTING STANDARDS

Recently Adopted Accounting Standards under GAAP

In November 2023, the Financial Accounting Standards Board ("the FASB") issued ASU 2023-07, "Improvements to Reportable Segment Disclosures," which requires incremental disclosures about a public entity's reportable segments but does not change the definition of a segment or the guidance for determining reportable segments. The new guidance requires disclosure of significant segment expenses that are (1) regularly provided to (or easily computed from information regularly provided to) the chief operating decision maker and (2) included in the reported measure of segment profit or loss. The new standard also allows companies to disclose multiple measures of segment profit or loss if those measures are used to assess performance and allocate resources. The new guidance is effective for fiscal years beginning after December 31, 2024, and for interim periods within fiscal years beginning after December 15, 2024. We are currently evaluating the impact of this standard on the related disclosures.

Recently Issued Accounting Standards under GAAP

In December 2023, the FASB issued ASU 2023-09, "Improvements to Income Tax Disclosures," which requires significant additional disclosures about income taxes, primarily focused on the disclosure of income taxes paid and the rate reconciliation table. The new guidance will be applied prospectively (with retrospective application permitted) and is effective in the 2025 annual period and in 2026 for interim periods, with early adoption permitted. We are currently evaluating the impact of this standard on the related disclosures.

On March 6, 2024, the SEC issued their final rule "The Enhancement and Standardization of Climate-Related Disclosures for Investors" designed to enhance public company disclosures related to the risks and impacts of climate-related matters. The final rule includes disclosures relating to climate-related risks and risk management as well as the board and management's governance of such risks. In addition, the rule includes requirements to disclose the financial effects of severe weather events and other natural conditions in the audited financial statements. On April 4, 2024, the SEC stayed its climate disclosure rule to "facilitate the orderly judicial resolution" of pending legal challenges. We are currently evaluating the impact of this rule on our disclosures.

We assessed ASUs not listed above and determined that they either were not applicable or were not expected to have a material impact on our financial statements.

NOTE 3. DISPOSAL OF MEASUREMENT SOLUTIONS BUSINESS AND OTHER TRANSACTIONS

Disposal of Measurement Solutions business

In November 2023, TechnipFMC announced an agreement to sell the Company's Measurement Solutions business (the "MSB") for \$ 205 million in cash, subject to customary adjustments at the closing of the transaction. As part of the Surface Technologies segment, MSB encompasses terminal management solutions and metering products and systems and includes engineering and manufacturing locations in North America and Europe.

We recorded transaction costs associated with the sale of \$ 5.2 million during each of the three months ended March 31, 2024 and December 31, 2023. These transaction costs are included within impairment, restructuring and other expenses in our condensed consolidated statement of income.

On March 11, 2024, we completed the sale of equity interests and assets of MSB for cash proceeds of \$ 186.1 million and recognized a gain on disposal of \$75.2 million. The purchase consideration was adjusted for various working capital balances and assumed liabilities as of the transaction closing date.

FMC Technologies (UK) Pension Plan Buy-In

In February 2024, one of the U.K. pension plans entered into a buy-in contract for its pensioners. Under the buy-in contract terms, the responsibility to pay pension benefits still rests with the plan and the obligation is still recorded by the Company.

NOTE 4. REVENUE

The majority of our revenue is from long-term contracts associated with designing and manufacturing products and systems and providing services to customers involved in the exploration and production of oil and natural gas.

Disaggregation of Revenue

Revenues are disaggregated by geographic location and contract types.

The following tables present total revenue by geography for each reportable segment for the three months ended March 31, 2024 and 2023:

(In millions)	Reportable segments			
	Three Months Ended			
	March 31, 2024		March 31, 2023	
	Subsea	Surface Technologies	Subsea	Surface Technologies
Latin America	\$ 676.8	\$ 25.3	\$ 440.4	\$ 27.2
Europe and Central Asia	358.9	36.7	378.5	44.2
North America	317.0	125.1	249.9	146.1
Africa	295.7	12.8	210.5	9.7
Asia Pacific	91.0	23.2	71.9	17.9
Middle East	(4.6)	84.1	36.4	84.7
Total revenue	\$ 1,734.8	\$ 307.2	\$ 1,387.6	\$ 329.8

The following tables present total revenue by contract type for each reportable segment for the three months ended March 31, 2024 and 2023:

(In millions)	Reportable segments			
	Three Months Ended			
	March 31, 2024		March 31, 2023	
	Subsea	Surface Technologies	Subsea	Surface Technologies
Services	\$ 1,117.5	\$ 48.3	\$ 815.3	\$ 52.8
Products	597.6	216.3	564.8	230.3
Lease	19.7	42.6	7.5	46.7
Total revenue	\$ 1,734.8	\$ 307.2	\$ 1,387.6	\$ 329.8

Contract Balances

The timing of revenue recognition, billings and cash collections results in billed accounts receivable, costs and estimated earnings in excess of billings on uncompleted contracts (contract assets), and billings in excess of costs and estimated earnings on uncompleted contracts (contract liabilities) on the condensed consolidated balance sheets. Any expected contract losses are recorded in the period in which they become probable.

Contract Assets - Contract assets include unbilled amounts typically resulting from sales under long-term contracts when revenue is recognized over time and revenue recognized exceeds the amount billed to the customer, and right to payment is not just subject to the passage of time. Amounts may not exceed their net realizable value. Costs and estimated earnings in excess of billings on uncompleted contracts are generally classified as current.

Contract Liabilities - We sometimes receive advances or deposits from our customers, before revenue is recognized, resulting in contract liabilities.

The following table provides information about net contract assets (liabilities) as of March 31, 2024 and December 31, 2023:

(In millions)	March 31, 2024	December 31, 2023
Contract assets	\$ 1,062.7	\$ 1,010.1
Contract liabilities	(1,331.6)	(1,485.8)
Net contract liabilities	\$ (268.9)	\$ (475.7)

In order to determine revenue recognized in the period from contract liabilities, we first allocate revenue to the individual contract liability balance outstanding at the beginning of the period until the revenue exceeds that balance. Any subsequent revenue we recognize increases the contract asset balance. Revenue recognized for the three months ended March 31, 2024 and 2023 that was included in the contract liabilities balance as of December 31, 2023 and 2022 was \$479.6 million and \$347.7 million, respectively.

In addition, net revenue recognized from our performance obligations satisfied or partially satisfied in previous periods had a favorable impact of \$ 0.6 million and unfavorable impact of \$(2.6) million for the three months ended March 31, 2024 and 2023, respectively. One project was materially and favorably impacted for the three months ended March 31, 2024 by \$23.5 million as result of improved performance in the delivery and was offset by individually immaterial net negative impacts of \$22.9 million. For the three months ended March 31, 2023, there were no projects with individually material impacts.

Transaction Price Allocated to the Remaining Unsatisfied Performance Obligations

Remaining unsatisfied performance obligations ("RUPO" or "order backlog") represent the transaction price for products and services for which we have a material right, but work has not been performed. The transaction price of the order backlog includes the base transaction price, variable consideration and changes in transaction price. The order backlog table does not include contracts for which we recognize revenue at the amount to which we have the right to invoice for services performed. The transaction price of order backlog related to unfilled, confirmed customer orders is estimated at each reporting date. As of March 31, 2024, the aggregate amount of the transaction price allocated to order backlog was \$13.5 billion. TechnipFMC expects to recognize revenue on approximately 35.1% of the order backlog through 2024 and 64.9% thereafter.

The following table details the order backlog for each business segment as of March 31, 2024:

(In millions)	2024	2025	Thereafter
Subsea	\$ 4,315.0	\$ 3,876.0	\$ 4,264.5
Surface Technologies	422.4	219.2	395.4
Total order backlog	\$ 4,737.4	\$ 4,095.2	\$ 4,659.9

NOTE 5. BUSINESS SEGMENTS

Management's determination of our reporting segments was made on the basis of our strategic priorities within each segment and the differences in the products and services we provide, which corresponds to the manner in which our Chair and Chief Executive Officer, as our chief operating decision maker, reviews and evaluates operating performance and allocates resources. We operate under two reporting segments, Subsea and Surface Technologies:

- *Subsea* - designs and manufactures products and systems, performs engineering, procurement and project management, and provides services used by oil and gas companies involved in offshore exploration and production of oil and natural gas.
- *Surface Technologies* - designs and manufactures products and systems and provides services used by oil and gas companies involved in land and shallow water exploration and production of oil and natural gas; designs, manufactures and supplies technologically advanced high-pressure valves and fittings for oilfield service companies; and also provides flowback and well testing services.

The decline in total assets of \$ 567.9 million is mainly attributable to the sale of MSB within the Surface Technologies segment of \$ 152.1 million of assets held for sale. Other changes are mainly related to decline in cash of \$254.9 million within the corporate assets and the remaining \$ 160.9 million changes in working capital, and foreign exchange within both the Subsea and Surface Technologies segments.

Segment operating profit is defined as total segment revenue less segment operating expenses. Income (loss) from equity method investments is included in segment operating profit. The following items have been excluded in computing segment operating profit: corporate staff expense, foreign exchange gains (losses), net interest income (expense) associated with corporate debt facilities and income taxes.

Segment revenue and segment operating profit were as follows:

(In millions)	Three Months Ended	
	March 31,	
	2024	2023
<i>Segment revenue</i>		
Subsea	\$ 1,734.8	\$ 1,387.6
Surface Technologies	307.2	329.8
Total segment revenue	\$ 2,042.0	\$ 1,717.4
<i>Segment operating profit</i>		
Subsea	\$ 156.6	\$ 66.8
Surface Technologies ^(c)	103.4	22.4
Total segment operating profit	\$ 260.0	\$ 89.2
<i>Corporate items</i>		
Corporate expense ^(a)	(32.2)	(27.4)
Net interest expense	(12.7)	(18.7)
Foreign exchange gains (losses)	(4.5)	2.1
Total corporate items	(49.4)	(44.0)
Income before income taxes^(b)	\$ 210.6	\$ 45.2

(a) Corporate expense primarily includes corporate staff expenses, share-based compensation expenses, and other employee benefits.

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

(c) Includes gain on disposal of MSB, see Note 3 for additional details.

NOTE 6. EARNINGS PER SHARE

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

(In millions, except per share data)	Three Months Ended	
	March 31,	
	2024	2023
Net income attributable to TechnipFMC plc	\$ 157.1	\$ 0.4
Weighted average number of shares outstanding	433.6	442.1
Dilutive effect of restricted stock units	5.0	7.0
Dilutive effect of stock options	0.1	—
Dilutive effect of performance shares	7.6	5.9
Total shares and dilutive securities	446.3	455.0
Basic and diluted earnings per share attributable to TechnipFMC plc:		
Earnings per share attributable to TechnipFMC plc		
Basic	\$ 0.36	\$ 0.00
Diluted	\$ 0.35	\$ 0.00

Weighted average shares of the following share-based compensation awards were excluded from the calculation of diluted weighted average number of shares, where the assumed proceeds exceed the average market price from the calculation of diluted weighted average number of shares, because their effect would be anti-dilutive:

(Millions of shares)	Three Months Ended	
	March 31,	
	2024	2023
Share option awards	0.5	1.4
Restricted share units	—	0.7
Performance shares	0.4	0.5
Total	0.9	2.6

NOTE 7. RECEIVABLES

We manage our receivables portfolios using published default risk as a key credit quality indicator for our loans and receivables. Our loans receivable and other are related to sales of long-lived assets or businesses, loans to related parties for capital expenditure purposes, or security deposits for lease arrangements.

We manage our held-to-maturity debt securities using published credit ratings as a key credit quality indicator as our held-to-maturity debt securities consist of government bonds.

The table below summarizes the amortized cost basis of financial assets by years of origination and credit quality.

(In millions)	March 31, 2024			December 31, 2023		
	Credit rating	Year of origination	Balance	Credit rating	Year of origination	Balance
	Moody's rating A3 -			Moody's rating Aa3 -		
Loans receivables and other	Ba2	2020-2023	\$ 139.6	Ba2	2020-2023	\$ 138.1
Debt securities at amortized cost			—	Moody's rating B3	2021	1.4
Total financial assets			\$ 139.6			\$ 139.5

Credit Losses

For contract assets and trade receivables, we have elected to calculate an expected credit loss based on loss rates from historical data. We develop loss-rate statistics on the basis of the amount written-off over the life of the financial assets and contract assets and adjust these historical credit loss trends for forward-looking factors specific to the debtors and the economic environment to determine lifetime expected losses.

For loans receivable and other and held-to-maturity debt securities at amortized cost, we evaluate whether these securities are considered to have low credit risk at the reporting date using available, reasonable and supportable information.

The table below shows the roll forward of allowance for credit losses as of March 31, 2024 and 2023, respectively.

(In millions)	Balance as of March 31, 2024		
	Trade receivables	Contract assets	Loans receivable and other
Allowance for credit losses at December 31, 2023	\$ 34.4	\$ 1.4	\$ 2.3
Current period provision (release) for expected credit losses	(1.2)	(0.1)	7.3
Allowance for credit losses at March 31, 2024	<u>\$ 33.2</u>	<u>\$ 1.3</u>	<u>\$ 9.6</u>

(In millions)	Balance as of March 31, 2023		
	Trade receivables	Contract assets	Loans receivable and other
Allowance for credit losses at December 31, 2022	\$ 34.1	\$ 1.1	\$ 0.5
Current period provision (release) for expected credit losses	0.5	0.5	—
Recoveries	(0.6)	—	—
Allowance for credit losses at March 31, 2023	<u>\$ 34.0</u>	<u>\$ 1.6</u>	<u>\$ 0.5</u>

Trade receivables are due in one year or less. We do not have any financial assets that are past due or are on non-accrual status .

NOTE 8. INVENTORIES

Inventories consisted of the following:

(In millions)	March 31, 2024	December 31, 2023
Raw materials	\$ 426.9	\$ 401.3
Work in process	174.9	148.2
Finished goods	560.6	550.8
Inventories, net	<u>\$ 1,162.4</u>	<u>\$ 1,100.3</u>

NOTE 9. OTHER CURRENT ASSETS & OTHER CURRENT LIABILITIES

Other current assets consisted of the following:

(In millions)	March 31, 2024	December 31, 2023
Value-added tax receivables	\$ 184.8	\$ 196.0
Prepaid expenses	115.7	83.5
Withholding tax and other receivables	88.9	96.8
Current financial assets at amortized cost	11.7	9.1
Held-to-maturity investments	—	1.3
Other	30.6	27.3
Total other current assets	<u>\$ 431.7</u>	<u>\$ 414.0</u>

Other current liabilities consisted of the following:

(In millions)	March 31, 2024	December 31, 2023
Legal settlement liability ^(a)	\$ 111.5	\$ 171.1
Social security liability	109.5	81.9
Value-added tax and other taxes payable	63.2	78.5
Warranty accruals and project contingencies	57.7	60.9
Legal provisions	54.4	57.7
Compensation accrual	33.8	136.2
Provisions	9.9	16.2
Current portion of accrued pension and other post-retirement benefits	4.6	4.4
Other accrued liabilities	145.2	141.1
Total other current liabilities	\$ 589.8	\$ 748.0

(a) See Note 15 for additional details.

NOTE 10. INVESTMENTS

Our income from equity affiliates is included in our Subsea segment. During the three months ended March 31, 2024 and 2023, our income from equity affiliates was \$1.4 million and \$14.2 million, respectively.

Our major equity method investment is as follows:

Dofcon Brasil AS is an affiliated company in the form of a joint venture between TechnipFMC and DOF Subsea ("DOF") and was founded in 2006. The joint venture is composed of three legal entities: Dofcon Brasil AS, Techdof Brasil AS and Dofcon Navegacao Ltda. Dofcon Brasil AS is the joint venture holding company and is owned 50% by DOF and 50% by TechnipFMC. Dofcon Brasil AS owns 100% of both Dofcon Navegacao Ltda and Techdof Brasil AS. All joint venture entities are collectively referred to as "Dofcon." Dofcon provides Pipe-Laying Support Vessels for work in oil and natural gas fields offshore Brazil. Dofcon is considered a variable interest entity ("VIE") because it does not have sufficient equity to finance its activities without additional subordinated financial support from other parties. We are not the primary beneficiary of the VIE. As such, we have accounted for our 50% investment using the equity method of accounting with results reported in our Subsea segment.

In June 2023, Dofcon Brasil AS declared a \$170.0 million dividend to its joint venture partners. The dividend receivable was recorded within other current assets on our consolidated balance sheets until December 2023 when the joint venture partners agreed and signed the agreement to convert their outstanding dividend receivable into a long-term loan receivable from Dofcon. As a result of this conversion, we converted our 50% share of this dividend receivable into a long-term loan receivable that has a due date of June 26, 2028 and is included in other assets on our condensed consolidated balance sheets as of March 31, 2024 and December 31, 2023.

Dofcon Navegacao Ltda and Techdof Brasil AS have debts related to loans on their vessels. TechnipFMC and DOF provide guarantees for the debts and our share of the guarantees was \$367.0 million as of March 31, 2024.

TechDof Brasil AS owns and operates the Skandi Buzios vessel. During June 2023, a fire occurred onboard the vessel alongside Porto do Açu in Brazil. Repairs on the vessel started during the fourth quarter of 2023 and are progressing according to plan. The vessel is scheduled to be back in operation during the second half of 2024. We

did not record an impairment on the carrying value of our investment as we did not note any impairment indicators from the incident that were other than temporary.

NOTE 11. RELATED PARTY TRANSACTIONS

Receivables, payables, revenues and expenses, which are included in our condensed consolidated financial statements for all transactions with related parties, were not material as of and for the three months ended March 31, 2024 and the comparable periods of the prior year. Related parties are defined as entities related to our directors, officers, and main shareholders as well as the partners of our consolidated joint ventures.

Loan receivables as of March 31, 2024 and December 31, 2023 include \$ 85.0 million to Dofcon, for which interest income of \$ 1.8 million has been recorded during the three months ended March 31, 2024 and nil for the three months ended March 31, 2023.

NOTE 12. DEBT

Overview

Long-term debt consisted of the following:

(In millions)	March 31, 2024	December 31, 2023
5.75% 2020 Private Placement Notes due 2025	\$ 216.2	\$ 221.0
6.50% Senior notes due 2026	202.9	202.9
4.00% 2012 Private Placement Notes due 2027	81.1	82.9
4.00% 2012 Private Placement Notes due 2032	108.1	110.5
3.75% 2013 Private Placement Notes due 2033	108.1	110.5
Bank borrowings and other	314.9	347.6
Unamortized debt issuance costs and discounts	(7.5)	(8.1)
Total debt	1,023.8	1,067.3
Less: current borrowings	136.6	153.8
Long-term debt	\$ 887.2	\$ 913.5

Credit Facilities and Debt

Revolving Credit Facility - On February 16, 2021, we entered into a credit agreement, which provided for a \$ 1.0 billion three-year senior secured multi-currency revolving credit facility, including a \$450.0 million letter of credit sub-facility (the "Revolving Credit Facility"). We incurred \$ 34.8 million of debt issuance costs in connection with the Revolving Credit Facility. These debt issuance costs are deferred and are included in other assets in our condensed consolidated balance sheets. The deferred debt issuance costs are amortized to interest expense over the term of the Revolving Credit Facility.

On April 24, 2023, we entered into a fifth amendment (the "Amendment No. 5") to the Revolving Credit Facility (as amended, the "Credit Agreement") , which increased the commitments available to the Company to \$1.25 billion and extended the term to five years from the date of the Amendment No. 5. The Credit Agreement also provides for a \$250.0 million letter of credit sub-facility. We incurred \$ 16.7 million of debt issuance costs in connection with the Amendment No. 5. These debt issuance costs are deferred and are included in other assets in our condensed consolidated balance sheets. The deferred debt issuance costs are amortized to interest expense over the term of the Credit Agreement.

Availability of borrowings under the Credit Agreement is reduced by the outstanding letters of credit issued against the facility. As of March 31, 2024, there were no letters of credit outstanding, and our availability under the Credit Agreement was \$ 1,250.0 million.

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

- U.S. dollar-denominated loans bear interest, at the Company's option, at a base rate or an adjusted rate linked to the Secured Overnight Financing Rate ("Adjusted Term SOFR");
- British pound-denominated loans bear interest on an adjusted rate linked to the British pound interbank offered rate; and
- Euro-denominated loans bear interest on an adjusted rate linked to the Euro interbank offered rate.

The applicable margin for borrowings under the Credit Agreement ranges from 2.50% to 3.50% for Term Benchmark (as defined in the Credit Agreement) loans and 1.50% to 2.50% for base rate loans, depending on a total leverage ratio. In case of upgrade to Baa3/BBB- by two out of three rating agencies, the rates for Term Benchmark loans and for base rate loans would decrease by 100 basis points. The Credit Agreement is subject to customary representations and warranties, covenants, events of default, mandatory repayment provisions and financial covenants.

Letter of Credit Facility - On April 24, 2023, the Company entered into a new \$ 500 million five-year senior secured performance letters of credit facility (the "Performance LC Credit Agreement"). The commitments under the Performance LC Credit Agreement may be increased to \$1.0 billion, subject to the satisfaction of certain customary conditions precedent. The Performance LC Credit Agreement permits the Company and its subsidiaries to have access to performance letters of credit denominated in a variety of currencies to support the contracting activities with counterparties that require or request a performance or similar guarantee. It contains substantially the same customary representations and warranties, covenants, events of default, mandatory repayment provisions and financial covenants as the Credit Agreement and benefits from the same guarantees and security as the Credit Agreement on a *pari passu* basis.

Upon the occurrence of an Investment Grade Debt Rating (as defined in the Credit Agreement) by any two of three Rating Agencies (as defined in the Credit Agreement) and the satisfaction of certain other conditions precedent, the collateral securing the Credit Agreement and the Performance LC Credit Agreement and the guarantees provided by certain subsidiaries of the Company shall be automatically released and certain negative covenants will no longer apply to the Company.

2021 Notes - On January 29, 2021, we issued \$ 1.0 billion of 6.50% senior notes due 2026 (the "2021 Notes"). The interest on the 2021 Notes is paid semi-annually on February 1 and August 1 of each year, beginning on August 1, 2021. The 2021 Notes are senior unsecured obligations and are guaranteed on a senior unsecured basis by substantially all of our wholly owned U.S. subsidiaries and non-U.S. subsidiaries in Brazil, the Netherlands, Norway, Singapore and the United Kingdom. We incurred \$25.7 million of debt issuance costs in connection with issuance of the 2021 Notes. These debt issuance costs are deferred and are included in long-term debt in our condensed consolidated balance sheets. The deferred debt issuance costs are amortized to interest expense over the term of the 2021 Notes, which approximates the effective interest method.

As of March 31, 2024, TechnipFMC was in compliance with all debt covenants.

Bank borrowings - Include term loans issued in connection with financing for certain of our vessels and amounts outstanding under our foreign committed credit lines.

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

NOTE 13. STOCKHOLDERS' EQUITY

On July 26, 2023, the Company announced that its Board of Directors authorized the initiation of a quarterly cash dividend of \$ 0.05 per share. The Company intends to pay dividends on a quarterly basis, and this dividend represents \$0.20 per share on an annualized basis. The cash dividend paid during the three months ended March 31, 2024 was \$21.7 million.

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

In July 2022, the Board of Directors authorized the repurchase of up to \$ 400.0 million of our outstanding ordinary shares under our share repurchase program. On July 26, 2023, the Board of Directors authorized additional share repurchase of up to \$ 400.0 million, and the Company's total share repurchase authorization was increased to \$800.0 million of our outstanding ordinary shares under our share repurchase program. Pursuant to this share repurchase program, we repurchased \$150.1 million of ordinary shares during the three months ended March 31, 2024. Since the initial share repurchase authorization in July 2022, we have purchased an aggregate amount of \$455.4 million of ordinary shares through March 31, 2024. All repurchased shares were immediately cancelled.

Accumulated other comprehensive income (loss) for three months ended March 31, 2024 and 2023 consisted of the following:

(In millions)	Foreign Currency Translation	Hedging	Defined Pension and Other Post-Retirement Benefits	Accumulated Other Comprehensive Loss Attributable to TechnipFMC plc	Accumulated Other Comprehensive Loss Attributable to Non-Controlling Interest
December 31, 2022	\$ (1,177.7)	\$ (17.1)	\$ (106.9)	\$ (1,301.7)	\$ (9.8)
Other comprehensive income (loss) before reclassifications, net of tax	17.9	(6.1)	(2.0)	9.8	(2.0)
Reclassification adjustment for net (gains) losses included in net income (loss), net of tax	(0.1)	1.6	2.3	3.8	—
Other comprehensive income (loss), net of tax	17.8	(4.5)	0.3	13.6	(2.0)
March 31, 2023	<u>\$ (1,159.9)</u>	<u>\$ (21.6)</u>	<u>\$ (106.6)</u>	<u>\$ (1,288.1)</u>	<u>\$ (11.8)</u>
December 31, 2023	\$ (1,120.5)	\$ 20.9	\$ (142.4)	\$ (1,242.0)	\$ (6.0)
Other comprehensive income (loss) before reclassifications, net of tax	(62.8)	(34.4)	4.1	(93.1)	0.1
Reclassification adjustment for net (gains) losses included in net income, net of tax	10.5	(3.1)	0.9	8.3	—
Other comprehensive income (loss), net of tax	(52.3)	(37.5)	5.0	(84.8)	0.1
March 31, 2024	<u>\$ (1,172.8)</u>	<u>\$ (16.6)</u>	<u>\$ (137.4)</u>	<u>\$ (1,326.8)</u>	<u>\$ (5.9)</u>

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

	Three Months Ended		
	March 31,		
(In millions)	2024	2023	
	Amount Reclassified out of Accumulated Other Comprehensive Income (Loss)		Affected Line Item in the Condensed Consolidated Statements of Income
Details about Accumulated Other Comprehensive Income (loss) Components			
Release of CTA loss	(10.5)	—	Other income (expense), net
	\$ (10.5)	\$ —	
Gains (losses) on hedging instruments			
Foreign exchange contracts	\$ 0.9	\$ (1.7)	Revenue
	0.6	3.5	Cost of sales
	2.8	(4.1)	Other income (expense), net
	4.3	(2.3)	Income (loss) before income taxes
	1.2	(0.7)	Provision for income taxes
	\$ 3.1	\$ (1.6)	Net income (loss)
Pension and other post-retirement benefits			
Amortization of prior service credit (cost)	\$ (0.1)	\$ (0.1)	Other income (expense), net ^(a)
Amortization of net actuarial loss	(2.1)	(3.2)	Other income (expense), net ^(a)
Reclassification adjustment for net gain included in net income	2.3	—	Other income (expense), net ^(a)
	0.1	(3.3)	Income (loss) before income taxes
	1.0	(1.0)	Provision for income taxes
	\$ (0.9)	\$ (2.3)	Net income (loss)

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

NOTE 14. SUPPLIER FINANCE PROGRAM OBLIGATIONS

We facilitate a supply chain finance program ("SCF") that is administered by a third-party financial institution, which allows qualifying suppliers to sell their receivables from the Company to the SCF bank. These participating suppliers negotiate their outstanding receivable(s) directly with the SCF bank. We are not a party to those agreements and the terms of our payment obligations are not impacted by a supplier's participation in the SCF. We agree to pay the SCF bank based on the original invoice amounts and maturity dates as consistent with our other Accounts payables.

All outstanding amounts related to suppliers participating in the SCF are recorded within Accounts payable, trade in our condensed consolidated balance sheets, and the associated payments are included in operating activities within our condensed consolidated statements of cash flows. As of March 31, 2024 and December 31, 2023, the amounts due to suppliers participating in the SCF were \$135.3 million and \$132.9 million, respectively.

NOTE 15. COMMITMENTS AND CONTINGENT LIABILITIES

Contingent liabilities associated with guarantees - In the ordinary course of business, we enter into standby letters of credit, performance bonds, surety bonds and other guarantees with financial institutions for the benefit of our customers, vendors and other parties. The majority of these financial instruments expire within five years. Management does not expect any of these financial instruments to result in losses that would have a material adverse effect on our condensed consolidated financial position, results of operations or cash flows.

Guarantees made by our consolidated subsidiaries consisted of the following:

(In millions)	March 31, 2024	December 31, 2023
Financial guarantees ^(a)	\$ 184.2	\$ 231.9
Performance guarantees ^(b)	1,826.7	1,821.7
Maximum potential undiscounted payments	\$ 2,010.9	\$ 2,053.6

(a) Financial guarantees represent contracts that contingently require a guarantor to make payments to a guaranteed party based on changes in an underlying agreement that is related to an asset, a liability or an equity security of the guaranteed party. These tend to be drawn down only if there is a failure to fulfill our financial obligations.

(b) Performance guarantees represent contracts that contingently require a guarantor to make payments to a guaranteed party based on another entity's failure to perform under a non-financial obligating agreement. Events that trigger payment are performance-related, such as failure to ship a product or provide a service.

We believe the ultimate resolution of our known contingencies will not materially adversely affect our condensed consolidated financial position, results of operations, or cash flows.

Contingent liabilities associated with legal and tax matters - We are involved in various pending or potential legal and tax actions or disputes in the ordinary course of our business. These actions and disputes can involve our agents, suppliers, clients and venture partners, and can include claims related to payment of fees, service quality and ownership arrangements, including certain put or call options. We are unable to predict the ultimate outcome of these actions because of their inherent uncertainty. However, we believe that the most probable, ultimate resolution of these matters will not have a material adverse effect on our condensed consolidated financial position, results of operations or cash flows.

The Company has resolved an anti-corruption investigation by French authorities (the Parquet National Financier ("PNF")). On June 22, 2023, the Company, through its subsidiary Technip UK Limited, along with Technip Energies SAS, a subsidiary of Technip Energies NV, reached a resolution with the PNF of all outstanding matters, including its investigations into historical projects in Equatorial Guinea, Ghana, and Angola. The resolution took the form of a convention judiciaire d'intérêt public ("CJIP"), which does not involve any admission of liability or guilt.

Under the terms of the CJIP, Technip UK and Technip Energies France will pay a public interest fine of € 154.8 million and €54.1 million, respectively, for a total of €208.9 million. Under the companies' separation agreements, TechnipFMC is responsible for € 179.45 million to be paid in installments through July 2024, and Technip Energies is responsible for the remaining €29.45 million. During the three-months ended June 30, 2023, we recorded an incremental liability of \$126.5 million. After making scheduled installment payments of € 24.7 million and €51.6 million on July 13, 2023 and January 15, 2024, respectively, we have an outstanding balance of €103.2 million that is translated to \$111.5 million and is recorded in other current liabilities in our condensed consolidated balance sheets as of March 31, 2024.

TechnipFMC fully cooperated with the PNF and was not required to retain a monitor. The CJIP received final approval by the President of the Tribunal Judiciaire of Paris at a hearing on June 28, 2023.

Contingent liabilities associated with liquidated damages - Some of our contracts contain provisions that require us to pay liquidated damages if we are responsible for the failure to meet specified contractual milestone dates and the applicable customer asserts a conforming claim under these provisions. These contracts define the conditions under which our customers may make claims against us for liquidated damages. Based upon the evaluation of our performance and other commercial and legal analysis, management believes we have appropriately recognized probable liquidated damages as of March 31, 2024 and December 31, 2023, and that the ultimate resolution of such matters will not materially affect our condensed consolidated financial position, results of operations or cash flows.

NOTE 16. INCOME TAXES

Our provision for income taxes for the three months ended March 31, 2024 and 2023 reflected effective tax rates of 23.6% and 82.7%, respectively. The change in the effective tax rate was largely due to the change in geographical profit mix year over year, tax adjustments related to the reassessment of prior year tax accruals and changes in valuation allowances on some of our deferred tax assets.

Our effective tax rate can fluctuate depending on our country mix of earnings, since our foreign earnings are generally subject to higher tax rates than in the United Kingdom.

NOTE 17. DERIVATIVE FINANCIAL INSTRUMENTS

For purposes of mitigating the effect of changes in exchange rates, we hold derivative financial instruments to hedge the risks of certain identifiable and anticipated transactions and recorded assets and liabilities in our condensed consolidated balance sheets. The types of risks hedged are those relating to the variability of future earnings and cash flows caused by movements in foreign currency exchange rates. Our policy is to hold derivatives only for the purpose of hedging risks associated with anticipated foreign currency purchases and sales created in the normal course of business, and not for speculative purposes.

Generally, we enter into hedging relationships such that changes in the fair values or cash flows of the transactions being hedged are expected to be offset by corresponding changes in the fair value of the derivatives. For derivative instruments that qualify as a cash flow hedge, the effective portion of the gain or loss of the derivative, which does not include the time value component of a forward currency rate, is reported as a component of other comprehensive income ("OCI") and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. For derivative instruments not designated as hedging instruments, any change in the fair value of those instruments is reflected in earnings in the period such change occurs.

We hold the following types of derivative instruments:

Foreign exchange rate forward contracts - The purpose of these instruments is to hedge the risk of changes in future cash flows of anticipated purchase or sale commitments denominated in foreign currencies and recorded assets and liabilities in our condensed consolidated balance sheets. As of March 31, 2024, we held the following material net positions:

(In millions)	Net Notional Amount	
	Bought (Sold)	USD Equivalent
Euro	1,150.0	1,243.0
Norwegian krone	5,120.0	473.0
Brazilian real	2,194.0	439.0
Australian dollar	285.0	186.0
Singapore dollar	118.0	87.0
Malaysian ringgit	229.0	48.0
Czech koruna	383.0	16.0
Swedish krona	103.0	10.0
Canadian dollar	12.0	9.0
Indian rupee	607.0	7.0
Polish zloty	22.0	6.0
Indonesian rupiah	(723,464.0)	(46.0)
British pound	(264.0)	(334.0)
U.S. dollar	(2,367.0)	(2,367.0)

Foreign exchange rate instruments embedded in purchase and sale contracts - The purpose of these instruments is to match offsetting currency payments and receipts for particular projects or comply with government restrictions on the currency used to purchase goods in certain countries. As of March 31, 2024, our portfolio of these instruments included the following material net positions:

(In millions)	Net Notional Amount Bought (Sold)	
	USD Equivalent	
Brazilian real	33.4	6.7
Norwegian krone	9.6	0.9
Euro	(10.7)	(11.5)
U.S. dollar	4.4	4.4

Fair value amounts for all outstanding derivative instruments have been determined using available market information and commonly accepted valuation methodologies. See Note 18 for further details. Accordingly, the estimates presented may not be indicative of the amounts we would realize in a current market exchange and may not be indicative of the gains or losses we may ultimately incur when these contracts are settled.

The following table presents the location and fair value amounts of derivative instruments reported in the condensed consolidated balance sheets:

(In millions)	March 31, 2024		December 31, 2023	
	Assets	Liabilities	Assets	Liabilities
<i>Derivatives designated as hedging instruments</i>				
<i>Foreign exchange contracts</i>				
Current - Derivative financial instruments	\$ 119.5	\$ 139.9	\$ 183.5	\$ 167.9
Long-term - Derivative financial instruments	18.5	42.2	30.4	24.8
Total derivatives designated as hedging instruments	138.0	182.1	213.9	192.7
<i>Derivatives not designated as hedging instruments</i>				
<i>Foreign exchange contracts</i>				
Current - Derivative financial instruments	(0.2)	15.4	(0.1)	12.0
Long-term - Derivative financial instruments	—	2.2	—	—
Total derivatives not designated as hedging instruments	(0.2)	17.6	(0.1)	12.0
Total derivatives	\$ 137.8	\$ 199.7	\$ 213.8	\$ 204.7

Cash flow hedges of forecasted transactions, net of tax, which qualify for hedge accounting, resulted in accumulated other comprehensive loss of \$ 16.8 million and accumulated other comprehensive income of \$19.5 million as of March 31, 2024 and December 31, 2023, respectively. We expect to transfer an approximate \$4.8 million gain from accumulated OCI to earnings during the next 12 months when the anticipated transactions actually occur. All anticipated transactions currently being hedged are expected to occur by the second half of 2027.

The following table presents the gains (losses) recognized in other comprehensive income related to derivative instruments designated as cash flow hedges:

(In millions)	Gain (Loss) Recognized in OCI	
	Three Months Ended March 31,	
	2024	2023
Foreign exchange contracts	\$ (39.8)	\$ (2.4)

The following table represents the effect of cash flow hedge accounting in the condensed consolidated statements of income for the three months ended March 31, 2024 and 2023:

(In millions)	Three Months Ended March 31, 2024			Three Months Ended March 31, 2023		
	Revenue	Cost of sales	Other income (expense), net	Revenue	Cost of sales	Other income (expense), net
Total amount of income (expense) presented in the condensed consolidated statements of income associated with hedges and derivatives						
<i>Cash Flow hedge gain (loss) recognized in income</i>						
<i>Foreign Exchange Contracts</i>						
Amounts reclassified from accumulated OCI to income (loss)	\$ 0.9	\$ 0.6	\$ 2.8	\$ (1.7)	\$ 3.5	\$ (4.1)
Amounts excluded from effectiveness testing	7.0	4.9	(4.9)	1.7	(8.4)	40.1
Total cash flow hedge gain (loss) recognized in income	7.9	5.5	(2.1)	—	(4.9)	36.0
Gain (loss) recognized in income on derivatives not designated as hedging instruments	0.2	—	(21.4)	(0.1)	0.3	8.8
Total^(a)	\$ 8.1	\$ 5.5	\$ (23.5)	\$ (0.1)	\$ (4.6)	\$ 44.8

(a) The total effect of cash flow hedge accounting on selling, general and administrative expense is not material for the three months ended March 31, 2024 and 2023.

Balance Sheet Offsetting - We execute derivative contracts with counterparties that consent to a master netting agreement, which permits net settlement of the gross derivative assets against gross derivative liabilities. Each instrument is accounted for individually and assets and liabilities are not offset. As of March 31, 2024 and December 31, 2023, we had no collateralized derivative contracts. The following tables present both gross and net information of recognized derivative instruments:

(In millions)	March 31, 2024			December 31, 2023		
	Gross Amount Recognized	Gross Amounts Not Offset, Permitted Under Master Netting Agreements	Net Amount	Gross Amount Recognized	Gross Amounts Not Offset, Permitted Under Master Netting Agreements	Net Amount
Derivative assets	\$ 137.8	\$ (91.9)	\$ 45.9	\$ 213.8	\$ (103.4)	\$ 110.4
Derivative liabilities	\$ 199.7	\$ (91.9)	\$ 107.8	\$ 204.7	\$ (103.4)	\$ 101.3

NOTE 18. FAIR VALUE MEASUREMENTS

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

(In millions)	March 31, 2024				December 31, 2023			
	Total	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3
Assets								
<i>Investments</i>								
Equity securities	\$ 26.6	\$ 26.6	\$ —	\$ —	\$ 24.3	\$ 24.3	\$ —	\$ —
Money market and stable value funds	2.3	—	1.9	—	2.1	—	1.7	—
<i>Derivative financial instruments</i>								
Foreign exchange contracts	137.8	—	137.8	—	213.8	—	213.8	—
Total assets	\$ 166.7	\$ 26.6	\$ 139.7	\$ —	\$ 240.2	\$ 24.3	\$ 215.5	\$ —
<i>Liabilities</i>								
<i>Derivative financial instruments</i>								
Foreign exchange contracts	199.7	—	199.7	—	204.7	—	204.7	—
Total liabilities	\$ 199.7	\$ —	\$ 199.7	\$ —	\$ 204.7	\$ —	\$ 204.7	\$ —

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

Money market and stable value funds - These funds are valued at the net asset value of the shares held at the end of the quarter, which is based on the fair value of the underlying investments using information reported by our investment advisor at quarter-end. These funds include fixed income and other investments measured at fair value. Certain investments that are measured at fair value using net asset value per share (or its equivalent) have not been classified in the fair value hierarchy.

Held-to-maturity debt securities - These investments consist of government bonds and are stated at amortized cost, which approximates fair value.

Derivative financial instruments - We use the income approach as the valuation technique to measure the fair value of foreign currency derivative instruments on a recurring basis. This approach calculates the present value of the future cash flow by measuring the change from the derivative contract rate and the published market indicative currency rate, multiplied by the contract notional values. Credit risk is then incorporated by reducing the derivative's fair value in asset positions by the result of multiplying the present value of the portfolio by the counterparty's published credit spread. Portfolios in a liability position are adjusted by the same calculation; however, a spread representing our credit spread is used. Our credit spread, and the credit spread of other counterparties not publicly available, are approximated by using the spread of similar companies in the same industry, of similar size and with the same credit rating.

We currently have no credit-risk-related contingent features in our agreements with the financial institutions that would require us to post collateral for derivative positions in a liability position. See Note 17 for further details.

Other fair value disclosures

The carrying amounts of cash and cash equivalents, trade receivables, accounts payable, short-term debt, debt associated with our bank borrowings, credit facilities, as well as amounts included in other current assets and other current liabilities that meet the definition of financial instruments, approximate fair value.

Fair value of debt - We use a market approach to determine the fair value of our fixed-rate debt using observable market data, which results in a Level 2 fair value measurement. The estimated fair value of our private placement notes and senior notes was \$670.9 million and \$683.4 million as of March 31, 2024 and December 31, 2023, respectively.

Credit risk - By their nature, financial instruments involve risk, including credit risk, for non-performance by counterparties. Financial instruments that potentially subject us to credit risk primarily consist of trade receivables and derivative contracts. We manage the credit risk on financial instruments by transacting only with what management believes are financially secure counterparties, requiring credit approvals and credit limits and monitoring counterparties' financial condition. Our maximum exposure to credit loss in the event of non-performance by the counterparty is limited to the amount drawn and outstanding on the financial instrument. Allowances for losses on trade receivables are established based on collectability assessments. We mitigate credit risk on derivative contracts by executing contracts only with counterparties that consent to a master netting agreement, which permits the net settlement of gross derivative assets against gross derivative liabilities.

NOTE 19. SUBSEQUENT EVENTS

On April 23, 2024, the Company announced that its Board of Directors authorized and declared a quarterly cash dividend of \$ 0.05 per share, payable on June 5, 2024 to shareholders of record as of the close of business on the New York Stock Exchange on May 21, 2024. The ex-dividend date is May 20, 2024.

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

BUSINESS OUTLOOK

Overall Outlook - The global economy remains resilient despite multiple headwinds, including aggressive monetary tightening undertaken to curb high inflation. Inflation has eased, but interest rates remain elevated and central banks remain diligent in their efforts to balance price stability and economic growth. These actions are anticipated to support continued growth in energy demand in 2024.

With long-term energy demand also forecast to increase, the conflicts in Ukraine and Israel have further highlighted the need for greater energy security across the globe. As a result, the energy industry has accelerated its efforts to address the essential need for hydrocarbons today to ensure the continuity of affordable energy while also playing an essential role in the energy transition.

The price of oil has been supported by regional geopolitical tensions and the industry's more disciplined capital spend, particularly for OPEC+ countries focused on production levels that support both economic growth and energy investment. This includes Aramco's recent decision to forego an expansion in its production capacity above the current level of 12 million barrels per day ("MMBD"). An extended period of underinvestment also contributed to a supply deficit that has required increased upstream spending, lending support to a constructive view on the longer-term outlook for oil and natural gas prices.

We see continued strength ahead, driven by the resiliency and durability of the current market. The demand for energy will continue to grow. However, we believe the market's evolution will differ from the past, driven by three major trends. First, a shift in capital flows, which we believe will largely be directed to the offshore and Middle East markets. Second, an increased role for new technologies to drive further innovation and market expansion, particularly in the offshore market. And third, an expanded role for subsea services, driven by the needs of growing and aging infrastructure. These trends allow TechnipFMC to leverage our full suite of integrated solutions, differentiated technologies, and the industry's most comprehensive subsea services offering.

While we are confident that conventional resources will remain a large part of the energy mix for an extended period, we are also committed to the energy transition. Here, we believe that offshore will play a meaningful role in the transition to renewable energy resources and reduction of carbon emissions. We are making real progress through our three main pillars of greenhouse gas removal, offshore floating renewables and hydrogen solutions. We have also been successful in building on our partnerships and alliances to further position ourselves as the leading architect for offshore energy.

Our leadership in subsea processing, technology innovation, and integrated solutions was recognized earlier this year with the award of the Mero 3 HISEP® project, which is the first iEPCI™ ("iEPCI") contract ever awarded by Petrobras. The significance of this project for the subsea industry cannot be overstated. This will be the first project to use subsea processing to capture CO₂ rich dense gases directly from the well stream for injection back into the reservoir, with all of the infrastructure residing on the seafloor.

In addition to reducing greenhouse gas emission intensity, HISEP® technologies will increase production capacity by debottlenecking the gas processing plant that currently resides on the floating production storage and offloading unit ("FPSO"). By moving the gas processing entirely to the seafloor, future FPSO and topside designs can be further simplified, driving significant improvement in project economics. With this award, our New Energy business has now achieved more than \$1 billion of inbound orders – nearly two years earlier than previously anticipated.

More recently, we were selected to deliver the first all-electric subsea iEPCI for carbon capture and storage from the Northern Endurance Partnership ("NEP"). The partnership, which is a joint venture between bp, Equinor, and TotalEnergies, is building CO₂ transportation and storage infrastructure for carbon capture projects in the U.K.'s East Coast Cluster. Our all-electric solution will collect and feed the pressurized gas into an aquifer for permanent storage. The NEP project demonstrates our ability to leverage our unique combination of innovative technologies and integrated execution as we continue to further refine our positioning and mature our offering, particularly in carbon transportation and storage.

Subsea - Innovative approaches to subsea projects, like our iEPCI solution, have improved project economics through more efficient design and installation of the entire subsea field architecture. Our integrated commercial

model, iEPCI, brought together the complementary work scopes of the subsea production system ("SPS") with the subsea umbilicals, risers, and flowlines ("SURF") and installation vessels. iEPCI created a new market and helped expand the deepwater opportunity set for our clients and has grown to represent nearly one-third of the addressable subsea market.

As the subsea industry continues to evolve, we are driving simplification, standardization, and industrialization to reduce cycle times and further reduce costs. An example of this is Subsea 2.0™, our pre-engineered configurable product offering. This technology provides simplification of unique project requirements by leveraging a configure-to-order ("CTO") model that further improves the economics of our customers' projects while driving greater efficiencies for TechnipFMC.

With CTO, we have designed an architecture, process, culture, and tools that are scalable and, more importantly, are transformational to the future of our company. CTO has allowed us to redefine our sourcing strategy and transform our manufacturing flow, resulting in up to 25% lower product cost and a shortened 12-month delivery time for subsea production equipment – savings that are both real and sustainable. This has paved the way for other products to adopt a similar operating model, enabling an enterprise-wide way of working.

Given the significant improvement in project economics, many offshore discoveries can be developed economically well below today's oil prices. We believe these changes are fundamental and sustainable as a result of new business models and technology pioneered by our company.

There is also exploration activity occurring in new offshore frontiers. In Suriname, five major discoveries have been made through the successful appraisal of two oilfields, with confirmed combined recoverable resources of approximately 700 million barrels of oil. In Namibia, there has also been a major discovery with multiple operators beginning their drilling campaigns. We believe additional countries will become producers of deepwater resources during this decade.

Offshore development is likely to remain a significant part of many of our customers' portfolios. We estimate over 35 MMBD of new oil production will be required by 2040 to meet future energy demand, including approximately 10 MMBD of new deepwater production.

Our Subsea inbound orders grew to \$9.7 billion in 2023, an increase of 45% versus the prior year. The robust inbound benefited from a record level of iEPCI projects, and when including all other direct awards and Subsea Services, the combination represented more than 70% of total segment orders. This growth in orders also drove a 50% increase in Subsea backlog to over \$12.2 billion, with high quality inbound supportive of further improvement in our financial returns. Looking ahead, we continue to believe that Subsea inbound orders will reach \$30 billion over the three-year period ending 2025.

Surface Technologies - International markets comprise a significant portion of segment revenue, representing 59% of the total in 2023. We continue to benefit from our exposure to the North Sea, Asia Pacific, and the Middle East. TechnipFMC's unique capabilities in these markets, which demand higher specification equipment, global services, and local content, provide a platform for us to extend our leadership positions.

Drilling activity in international markets is less cyclical than in North America as most activities are undertaken by national oil companies that tend to maintain a longer-term view that exhibits less variability in capital spend. We experienced a continued ramp up in production at our Saudi Arabia facility, as well as successful execution on our 10-year framework agreement with Abu Dhabi National Oil Company.

The shift to renewable energy resources will take time. During this transition, we believe that natural gas will provide a bridge between current conventional energy supply and future renewable energy supply. The transition is expected to drive growth in the surface market, led by large natural gas projects in the Middle East. We also expect North America to play an important role in meeting increased natural gas demand due in part to sanctions placed upon Russian supply.

CONSOLIDATED RESULTS OF OPERATIONS OF TECHNIPFMC PLC
THREE MONTHS ENDED MARCH 31, 2024 AND 2023

(In millions, except %)	Three Months Ended		Change	
	March 31,			
	2024	2023	\$	%
Revenue	\$ 2,042.0	\$ 1,717.4	\$ 324.6	18.9
Costs and expenses				
Cost of sales	1,700.6	1,496.5	204.1	13.6
Selling, general and administrative expense	159.8	153.9	5.9	3.8
Research and development expense	17.6	15.4	2.2	14.3
Restructuring, impairment and other charges	5.0	0.6	4.4	733.3
Total costs and expenses	1,883.0	1,666.4	216.6	13.0
Other income (expense), net	(12.3)	(1.3)	(11.0)	(846.2)
Gain on disposal of Measurement Solutions business	75.2	—	75.2	—
Income from equity affiliates	1.4	14.2	(12.8)	(90.1)
Net interest expense	(12.7)	(18.7)	6.0	32.1
Income before income taxes	210.6	45.2	165.4	365.9
Provision for income taxes	49.7	37.4	12.3	32.9
Net income	160.9	7.8	153.1	1,962.8
Net income attributable to non-controlling interests	(3.8)	(7.4)	3.6	48.6
Net income attributable to TechnipFMC plc	\$ 157.1	\$ 0.4	\$ 156.7	39,175.0

Revenue

Revenue increased by \$324.6 million during the three months ended March 31, 2024, compared to the same period in 2023. Subsea revenue increased by \$347.2 million, driven by conversion of increased backlog, which was 49.6% higher as of December 31, 2023, when compared to December 31, 2022, particularly in Brazil, Guyana, Angola, and the United States from higher installation activities, sales of subsea production equipment and supply of flexible pipe. Surface Technologies revenue decreased by \$22.6 million, compared to the same period in 2023 and was driven by the sale of MSB prior to the end of the quarter and lower activity in North America driven by lower levels of drilling and completion activity.

Gross Profit

Gross profit (revenue less cost of sales) increased to \$341.4 million in 2024 compared to \$220.9 million in 2023. Subsea gross profit increased year-over-year by \$114.5 million, of which \$70.7 million was due to volume increase and \$43.8 million due to favorable activity mix. Surface Technologies gross profit was flat compared to the same period in 2023, as the sale of MSB and lower activity in North America were offset by improved profitability in the rest of the world.

Selling, General and Administrative Expense

Selling, general and administrative expense increased by \$5.9 million during the three months ended March 31, 2024, compared to the same period in 2023, as a result of increased activity in both reporting segments.

Other Income (Expense), Net

Other income (expense), net, includes gains and losses associated with the remeasurement of net monetary assets and liabilities, gains and losses on sales of property, plant and equipment and non-operating gains and losses. The net increase in expense of \$11.0 million was driven by an increase in net foreign exchange loss of \$6.6 million compared to same period in 2023 and other non-operating losses.

Gain on Disposal of Measurement Solutions Business

For the three months ended March 31, 2024, we recognized a gain of \$75.2 million from the sale of equity interests and assets of MSB.

Income from Equity Affiliates

For the three months ended March 31, 2024 and 2023, we recorded income from equity method affiliates of \$1.4 million and \$14.2 million, respectively, driven by a decrease in operational activity of our joint ventures.

Net Interest Expense

Net interest expense of \$12.7 million decreased by \$6.0 million in the three months ended March 31, 2024, compared to the same period in 2023, due to a reduction in outstanding debt and higher interest income.

Provision for Income Taxes

Our provision for income taxes for the three months ended March 31, 2024 and 2023 reflected effective tax rates of 23.6% and 82.7%, respectively. The change in the effective tax rate was largely due to the change in geographical profit mix year over year, tax adjustments related to the reassessment of prior year tax accruals and changes in valuation allowances on some of our deferred tax assets.

Our effective tax rate can fluctuate depending on our country mix of earnings, since our foreign earnings are generally subject to higher tax rates than in the United Kingdom.

SEGMENT RESULTS OF OPERATIONS OF TECHNIPFMC PLC

THREE MONTHS ENDED MARCH 31, 2024 AND 2023

Subsea

(In millions, except %)	Three Months Ended		Change	
	March 31,			
	2024	2023	\$	%
Revenue	\$ 1,734.8	\$ 1,387.6	\$ 347.2	25.0
Operating profit	\$ 156.6	\$ 66.8	\$ 89.8	134.4
Operating profit as a percentage of revenue	9.0 %	4.8 %		4.2 pts.

Subsea revenue increased by \$347.2 million during the three months ended March 31, 2024, compared to the same period in 2023, driven by increased backlog during 2023, related to higher energy demand and upstream spending, further aided by our unique commercial offerings. \$152.6 million of the increase in revenue came from Brazil, \$83.8 million from Guyana, \$80.9 million from Angola, and \$66.5 million from the United States, due to higher installation activities, sales of subsea production equipment, and increased supply of flexible pipe. The increased revenue in these geographies was offset by a net \$36.6 million decrease from the rest of the world primarily from lower activity as projects reached completion.

Subsea operating profit for the three months ended March 31, 2024, increased by \$89.8 million, of which \$70.7 million came from volume, combined with \$43.8 million due to a favorable activity mix, partially offset by a \$24.7 million increase in operating expense related to the higher activity.

Surface Technologies

(In millions, except %)	Three Months Ended			
	March 31,		Change	
	2024	2023	\$	%
Revenue	\$ 307.2	\$ 329.8	\$ (22.6)	(6.9)
Operating profit	\$ 103.4	\$ 22.4	\$ 81.0	361.6
Operating profit as a percentage of revenue	33.7 %	6.8 %		26.9 pts.

Surface Technologies revenue decreased by \$22.6 million during the three months ended March 31, 2024, compared to the same period in 2023. \$11.7 million of the decrease in revenue was primarily driven by the sale of MSB as well as \$15.6 million of lower activity in North America driven by lower levels of drilling and completion activity in the U.S. and the exit of Canadian operations. This revenue decrease was offset by a \$4.7 million increase from the rest of the world, primarily in Asia Pacific, driven by higher deliveries this quarter of well service pumps.

Surface Technologies operating profit increased by \$81.0 million. \$75.2 million of the increase was due to the sale of MSB, \$2.6 million was related to business in the Middle East, and \$3.2 million from improved operational performance in the rest of the world.

Corporate Expense

(In millions, except %)	Three Months Ended			
	March 31,		Change	
	2024	2023	\$	%
Corporate expense	\$ (32.2)	\$ (27.4)	\$ (4.8)	(17.5)

Corporate expense increased by \$4.8 million, or 17.5%, compared to the same period in the prior year, primarily driven by \$5.2 million of transaction costs associated with the sale of MSB.

INBOUND ORDERS AND ORDER BACKLOG

Inbound orders - Inbound orders represent the estimated sales value of confirmed customer orders received during the reporting period.

(In millions)	Inbound Orders	
	Three Months Ended March 31,	
	2024	2023
Subsea	\$ 2,403.8	\$ 2,536.5
Surface Technologies	370.6	322.4
Total inbound orders	\$ 2,774.4	\$ 2,858.9

Order backlog - Order backlog is calculated as the estimated sales value of unfilled, confirmed customer orders at the reporting date. Backlog reflects the transaction price for products and services for which we have a material right, but work has not been performed. See Note 4 for further details.

(In millions)	Order Backlog	
	March 31, 2024	December 31, 2023
Subsea	\$ 12,455.5	\$ 12,164.1
Surface Technologies	1,037.0	1,066.9
Total order backlog	\$ 13,492.5	\$ 13,231.0

Subsea - Subsea backlog of \$12,455.5 million as of March 31, 2024 increased by \$291.4 million compared to December 31, 2023, and was composed of various subsea projects, including Petrobras Buzios 6, Mero II, and, Mero 3 HISEP®; TotalEnergies Mozambique LNG and GirLiFlex; ExxonMobil Uaru; AkerBP Utsira High; Azule Energy Agogo; Shell Sparta, Husky West White Rose; Equinor Raia and Rosebank; ENI Merakes East; Woodside Trion and OMV Berling.

Surface Technologies - Order backlog for Surface Technologies as of March 31, 2024 decreased by \$29.9 million compared to December 31, 2023. Surface Technologies' backlog of \$1,037.0 million as of March 31, 2024, was composed primarily of projects in the Middle East, namely Aramco and ADNOC. The remaining backlog was composed of various projects in the rest of the world.

LIQUIDITY AND CAPITAL RESOURCES

Most of our cash is managed centrally and flows through bank accounts controlled and maintained by TechnipFMC globally in various jurisdictions to best meet the liquidity needs of our global operations.

Net Debt - Net debt is a non-GAAP financial measure reflecting cash and cash equivalents, net of debt. Management uses this non-GAAP financial measure to evaluate our capital structure and financial leverage. We believe net debt is a meaningful financial measure that may assist investors in understanding our financial condition and recognizing underlying trends in our capital structure. Net debt should not be considered an alternative to, or more meaningful than, cash and cash equivalents as determined in accordance with GAAP or as an indicator of our operating performance or liquidity.

The following table provides a reconciliation of our cash and cash equivalents to net debt, utilizing details of classifications from our condensed consolidated balance sheets:

(In millions)	March 31, 2024	December 31, 2023
Cash and cash equivalents	\$ 696.8	\$ 951.7
Short-term debt and current portion of long-term debt	(136.6)	(153.8)
Long-term debt, less current portion	(887.2)	(913.5)
Net debt	\$ (327.0)	\$ (115.6)

Cash Flows

Operating cash flows - We used \$126.7 million and \$386.2 million in operating cash flows from continuing operations during the three months ended March 31, 2024 and 2023, respectively. The decrease of \$259.5 million in cash used by operating activities in 2024, as compared to 2023, was due to timing differences on project milestones, payments to vendors for inventory, fluctuations in derivative assets and liabilities and timing of income tax payments.

Investing cash flows - Investing activities provided \$136.3 million of cash during the three months ended March 31, 2024 as compared to \$52.8 million cash used in investing cash flows during the same period in 2023. The increase of \$189.1 million in cash from investing activities was primarily due to \$186.1 million in proceeds received from the sale of MSB during the three months ended March 31, 2024.

Financing cash flows - Financing activities used \$256.2 million and \$87.5 million during the three months ended March 31, 2024 and 2023, respectively. The increase of \$168.7 million in cash used by financing activities was primarily due to an increase of \$100.1 million in share repurchases, an increase of payments related to taxes withheld on share-based compensation of \$35.1 million and dividends paid of \$21.7 million during the three months ended March 31, 2024.

Debt and Liquidity

We are committed to maintaining a capital structure that provides sufficient cash resources to support future operating and investment plans. We maintain a level of liquidity sufficient to allow us to meet our cash needs in both the short term and long term.

Availability of borrowings under the Revolving Credit Facility is reduced by the outstanding letters of credit issued against the facility. As of March 31, 2024, there were no letters of credit outstanding, and our availability of borrowings under the Revolving Credit Facility was \$1,250.0 million.

Credit Ratings - Our credit ratings with Standard and Poor's ("S&P") are BBB- for our long-term unsecured, guaranteed debt (2021 Notes) and BBB- for our 2012 and 2020 long-term unsecured debt (the 2012 and 2020 Private Placement Notes). Our credit rating with Moody's is Ba1 for our long-term unsecured, guaranteed debt. See Note 12 for further details regarding our debt. On March 7, 2024, S&P Global Ratings upgraded TechnipFMC to investment grade, raising its rating to 'BBB-' from 'BB+' for both the issuer credit as well as the issue-level ratings on the Company's senior unsecured notes.

On February 20, 2024, our Board of Directors authorized and declared a quarterly cash dividend of \$0.05 per share. The cash dividend of \$0.05 per share was paid on March 28, 2024, to shareholders of record as of the close of business on the New York Stock Exchange on March 19, 2024. The cash dividend paid during the three months ended March 31, 2024 was \$21.7 million. We intend to pay dividends on a quarterly basis, and this dividend represents \$0.20 per share on an annualized basis.

On April 23, 2024, the Company announced that its Board of Directors authorized and declared a quarterly cash dividend of \$0.05 per share, payable on June 5, 2024 to shareholders of record as of the close of business on the New York Stock Exchange on May 21, 2024. The ex-dividend date is May 20, 2024.

On July 26, 2023, our Board of Directors authorized an additional share repurchase of up to \$400.0 million. Together with the then existing program, our total share repurchase authorization was increased to \$800.0 million of our outstanding ordinary shares under our share repurchase program. Pursuant to this share repurchase program, we repurchased \$150.1 million of ordinary shares during the three months ended March 31, 2024. Since the initial share repurchase authorization in July 2022, we have purchased an aggregate amount of \$455.4 million of ordinary shares through March 31, 2024. Based upon the remaining repurchase authority of \$344.6 million and the closing stock price as of March 31, 2024, approximately 13.7 million ordinary shares could be subject to repurchase. All shares repurchased were immediately cancelled.

Credit Risk Analysis

For the purposes of mitigating the effect of the changes in exchange rates, we hold derivative financial instruments. Valuations of derivative assets and liabilities reflect the fair value of the instruments, including the values associated with counterparty risk. These values must also take into account our credit standing, thus including the valuation of the derivative instrument and the value of the net credit differential between the counterparties to the derivative contract. Adjustments to our derivative assets and liabilities related to credit risk were not material for any period presented.

The income approach was used as the valuation technique to measure the fair value of foreign currency derivative instruments on a recurring basis. This approach calculates the present value of the future cash flow by measuring the change from the derivative contract rate and the published market indicative currency rate, multiplied by the contract notional values. Credit risk is then incorporated by reducing the derivative's fair value in asset positions by the result of multiplying the present value of the portfolio by the counterparty's published credit spread. Portfolios in a liability position are adjusted by the same calculation; however, a spread representing our credit spread is used.

Our credit spread, and the credit spread of other counterparties not publicly available, are approximated using the spread of similar companies in the same industry, of similar size, and with the same credit rating. See Notes 17 and 18 for further details.

At this time, we have no credit-risk-related contingent features in our agreements with the financial institutions that would require us to post collateral for derivative positions in a liability position.

Financial Position Outlook

We are committed to a strong balance sheet. We continue to maintain sufficient liquidity to support the needs of the business through growth, cyclicity and unforeseen events. We continue to maintain and drive sustainable leverage to preserve access to capital throughout the cycle. Our capital expenditures can be adjusted and managed to match market demand and activity levels. Projected capital expenditures do not include all contingent capital that may be needed to respond to contract awards. In maintaining our commitment to sustainable leverage and liquidity, we expect to be able to continue to generate cash flow available for investment in growth and distribution to shareholders through the business cycle.

CRITICAL ACCOUNTING ESTIMATES

Refer to our Annual Report on Form 10-K for the year ended December 31, 2023 for a discussion of our critical accounting estimates. During the three months ended March 31, 2024, there were no changes to our identified critical accounting estimates.

OTHER MATTERS

On June 25, 2019, we announced a global resolution to pay a total of \$301.3 million to the U.S. Department of Justice ("DOJ"), the SEC, and Brazilian authorities (Federal Prosecution Service ("MPF") and the Comptroller General of Brazil ("CGU") and the Attorney General of Brazil ("AGU") to resolve these anti-corruption investigations related to historic conduct by Technip S.A. in Brazil and historic conduct by FMC Technologies concerning services provided by a vendor, Unaoil S.A.M. We were not required to have a monitor and instead, provided reports on our anti-corruption program to the Brazilian and U.S. authorities for two and three years, respectively.

As part of this resolution, we entered into a three-year Deferred Prosecution Agreement ("DPA") with the DOJ related to charges of conspiracy to violate the FCPA related to conduct in Brazil and with Unaoil. In addition, Technip USA, Inc., a U.S. subsidiary, pled guilty to one count of conspiracy to violate the FCPA related to conduct in Brazil. We also consented to the entry of an Administrative Order issued by the SEC related to Unaoil.

In Brazil, on June 25, 2019, our subsidiaries Technip Brasil - Engenharia, Instalações E Apoio Marítimo Ltda. and Flexibrás Tubos Flexíveis Ltda. entered into leniency agreements with both the MPF and the CGU/AGU. We made, as part of those agreements, certain enhancements to the compliance programs in Brazil during the two-year self-reporting period, which aligned with our commitment to cooperation and transparency with the compliance community in Brazil and globally.

On December 8, 2022, the Company received notice of the official release from all obligations and charges by CGU, having successfully completed all of the self-reporting requirements in the leniency agreements and the case was closed. On December 27, 2022, the DOJ filed a Motion to Dismiss the charges against TechnipFMC related to conspiracy to violate the FCPA, noting to the Court that the Company had fully met and completed all of its obligations under the DPA. The Dismissal Order was signed by the Court on January 4, 2023, thereby closing the case. All obligations to regulatory authorities related to the enforcement matters in the United States and Brazil have been completed and the Company has been unconditionally released by both jurisdictions.

As previously disclosed, we have also resolved an anti-corruption investigation by French authorities (the Parquet National Financier ("PNF")). On June 22, 2023, the Company, through its subsidiary Technip UK Limited, along with Technip Energies SAS, a subsidiary of Technip Energies NV, reached a resolution with the PNF of all outstanding matters, including its investigations into historical projects in Equatorial Guinea, Ghana, and Angola. The resolution took the form of a convention judiciaire d'interet public ("CJIP"), which does not involve any admission of liability or guilt.

Under the terms of the CJIP, Technip UK and Technip Energies France will pay a public interest fine of €154.8 million and €54.1 million, respectively, for a total of €208.9 million. Under the companies' separation

agreements, TechnipFMC is responsible for €179.45 million to be paid in installments through July 2024, and Technip Energies is responsible for the remaining €29.45 million. During the three months ended June 30, 2023, we recorded an incremental liability of \$126.5 million. After making scheduled installment payments of €24.7 million and €51.6 million on July 13, 2023 and January 15, 2024, respectively, we have an outstanding balance of €103.2 million that is translated to \$111.5 million and is recorded in other current liabilities in our condensed consolidated balance sheets as of March 31, 2024.

TechnipFMC fully cooperated with the PNF and was not required to retain a monitor. The CJIP received final approval by the President of the Tribunal Judiciaire of Paris at a hearing on June 28, 2023.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

For quantitative and qualitative disclosures about market risk affecting the Company, see Part II, Item 7A, "Quantitative and Qualitative Disclosures About Market Risk," in our Annual Report on Form 10-K for the year ended December 31, 2023. Our exposure to market risk has not changed materially since December 31, 2023.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

As of March 31, 2024, under the direction of our Chief Executive Officer and Chief Financial Officer, we have evaluated the effectiveness of our disclosure controls and procedures, as defined in Rule 13a-15(e) and 15d-15(e) under the Exchange Act. Based upon this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were effective as of March 31, 2024.

Changes in Internal Controls over Financial Reporting

There were no changes in our internal control over financial reporting during the three months ended March 31, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

We are involved in various pending or potential legal actions or disputes in the ordinary course of our business. These actions and disputes can involve our agents, suppliers, clients and joint venture partners and can include claims related to payment of fees, service quality and ownership arrangements, including certain put or call options. Management is unable to predict the ultimate outcome of these actions because of their inherent uncertainty. However, management believes that the most probable, ultimate resolution of these matters will not have a material adverse effect on our condensed consolidated financial position, results of operations or cash flows.

ITEM 1A. RISK FACTORS

As of the date of this filing, there have been no material changes or updates to our risk factors that were previously disclosed in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2023.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

We had no unregistered sales of equity securities during the three months ended March 31, 2024.

The following table summarizes repurchases of our ordinary shares during the three months ended March 31, 2024:

ISSUER PURCHASES OF EQUITY SECURITIES

Period	Total Number of Shares Purchased ^(a)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares That May Yet Be Purchased Under the Plans or Programs ^(b)
January 1, 2024 to January 31, 2024	—	\$ —	—	—
February 1, 2024 to February 29, 2024	—	\$ —	—	—
March 1, 2024 to March 31, 2024	6,245,154	\$ 24.02	6,245,154	13,723,705
Total	6,245,154	\$ 24.02	6,245,154	13,723,705

(a) In July 2023, the Board of Directors authorized additional share repurchase of up to \$400.0 million. Together with the then existing program, the Company's total share repurchase authorization was increased to \$800.0 million. For the three months ended March 31, 2024, we repurchased 6,245,154 shares for a total cost of \$150.1 million at an average price of \$24.02 per share.

(b) Based upon the remaining repurchase authority and the closing stock price as of the last trading date of the respective period.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

None.

ITEM 5. OTHER INFORMATION

Rule 10b5-1 and Non-Rule 10b5-1 Trading Arrangements

During the three months ended March 31, 2024, certain of our directors or officers adopted Rule 10b5-1 trading arrangements (each, a “Rule 10b5-1 Plan”). Rule 10b5-1 Plans allow our directors or officers to transact in Company equity pursuant to a non-discretionary written plan adopted at a time when the director or officer is not in possession of material, nonpublic information and require a waiting period of at least 90 days prior to the first trade.

Name and Title	Action	Date	Plans		Maximum Number of Ordinary Shares to be Sold	Expiration	Duration (in days)
			Rule 10b5-1 ⁽¹⁾	Non-Rule 10b5-1 ⁽²⁾			
David Light Senior Vice President, Controller and Chief Accounting Officer	Adoption	03/27/2024	X		5,928	The earlier of (i) the date when all securities under the plan are sold and (ii) March 26, 2025	364

(1) Intended to satisfy the affirmative defense conditions of Rule 10b5-1(c).

(2) Not intended to satisfy the affirmative defense conditions of Rule 10b5-1(c).

ITEM 6. EXHIBITS

Exhibit Number	Exhibit Description
10.1 [^]	Form of Restricted Stock Unit Agreement pursuant to the Amended and Restated TechnipFMC plc Incentive Award Plan (Non-Employee Director)
10.2 [^]	Form of Restricted Stock Unit Agreement pursuant to the Amended and Restated TechnipFMC plc Incentive Award Plan (Employee)
10.3 ^{^+}	Form of Performance Stock Unit Agreement pursuant to the Amended and Restated TechnipFMC plc Incentive Award Plan (Employee)
10.4 [^]	Form of TechnipFMC plc Executive Severance Agreement (incorporated by reference from Exhibit 10.1 to the Current Report on Form 8-K filed on January 29, 2024) (File No. 001-37983)
10.5 [^]	Amended and Restated Supplemental Retirement Savings Plan, effective January 1, 2024 (incorporated by reference from Exhibit 10.1 to the Annual Report on Form 10-K filed on February 27, 2024) (File No. 001-37983)
31.1	Certification of Chief Executive Officer Pursuant to Rule 13a-14(a) and Rule 15d-14(a).
31.2	Certification of Chief Financial Officer Pursuant to Rule 13a-14(a) and Rule 15d-14(a).
32.1 [*]	Certification of Chief Executive Officer Under Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. 1350.
32.2 [*]	Certification of Chief Financial Officer Under Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. 1350.
101.INS	XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

[^] Indicates a management contract or compensatory plan or arrangement.

⁺ 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 and Exchange Commission upon request.

^{*} Furnished herewith.

SIGNATURES

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

TechnipFMC plc
(Registrant)

/s/ David Light

David Light

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

Date: April 26, 2024

**RESTRICTED STOCK UNIT AGREEMENT
PURSUANT TO THE
TECHNIPFMC PLC 2022 INCENTIVE AWARD PLAN**

Directors

This Restricted Stock Unit Agreement (the "Agreement") is made as of [] (the "Grant Date") by TechnipFMC plc, a public limited company incorporated under the laws of England and Wales (the "Company") and [] (the "Participant").

The TechnipFMC plc 2022 Incentive Award Plan (the "Plan"), as it may be amended or restated from time to time, is incorporated by reference and made a part of this Agreement and will control the rights and obligations of the Company and the Participant under this Agreement. Except as otherwise expressly provided herein, all capitalized terms have the meanings provided in the Plan. To the extent there is a conflict between the Plan and this Agreement, the provisions of the Plan will prevail.

The Compensation & Talent Committee of the Company's Board of Directors (the "Committee") determined that it would be in the interest of the Company and its stockholders to grant an award of restricted stock units to the Participant as an inducement to remain in the service of the Company.

The Committee, on behalf of the Company, grants to the Participant an award of [] restricted stock units (the "RSUs") of the Company's ordinary shares (the "Shares"). The award is made upon the following terms and conditions:

1. Vesting. The RSUs will vest one year following the Grant Date (the "Vesting Date"), subject to the Participant's continued service as a Director of the Company through the Vesting Date. The RSUs will be payable as elected by the Participant pursuant to a timely filed Award Election Form under the TechnipFMC plc Directors Deferred Compensation Plan, or if no such election is made, then upon termination of service from the Board of Directors, unless otherwise provided in Section 2 and 3 below (the "Settlement Date"). All RSUs will be forfeited upon Participant's Termination of Service before the Vesting Date other than as provided in Sections 2 or 3 below. **Prior to the Vesting Date, an Award remains subject to substantial risk of forfeiture.**

2. Death or Disability. Notwithstanding Section 1, in the event of Participant's death or Disability (as defined below) prior to the Vesting Date, the RSUs will vest in full and be payable as soon as practicable, but not more than sixty (60) days, following the date of such death or Disability. "Disability" means Participant's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that can be expected to last for a continuous period of not less than twelve (12) months.

3. Change in Control. Notwithstanding Section 1, the RSUs will vest in full and be payable on the consummation of the Change in Control.

4. Rights and Obligations as Stockholder.

(a) Prior to the Settlement Date, the Participant may not vote, sell, exchange, transfer, pledge, hypothecate or otherwise dispose of any of the RSUs. The Participant will receive Dividend Equivalents on the RSUs, provided, however, that no Dividend Equivalents shall be payable prior to the Vesting Date on any unvested RSUs. All Dividend Equivalents paid on unvested RSUs shall be held by the Company until such RSUs become vested RSUs and shall be paid to the Participant as soon as practicable, but no later than sixty days following the Settlement Date.

(b) After the Settlement Date, the Participant agrees to comply with any and all of the Company's policies and procedures related to trading in the Company's Shares, including, but not limited to, the Company's *Code of Business Conduct* and the *Insider Trading Policy* and the insider trading and anti-market abuse rules of the U.S. Securities Exchange Act, the Market Abuse Regulation ((EU) No 596/2014 (MAR) and the UK Market Abuse Exit Regulations 2019.

5. No Limitation on Rights of the Company. The granting of RSUs will not in any way affect the right or power of the Company to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate, reincorporate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

6. Appointment. Nothing in this Agreement or in the Plan will be construed as constituting a commitment, guarantee, agreement or understanding of any kind or nature that the Company will continue to appoint the Participant as a Director, or as affecting in any way the right of the Company to terminate the appointment of the Participant at any time.

7. Government Regulation. The Company's obligation to deliver Shares following the Vesting Date will be subject to all applicable laws, rules and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required.

8. Withholding. The Company, in accordance with the terms of the Plan, will comply with all applicable withholding tax laws, and will be entitled to take any action necessary to effectuate such compliance. The Company may withhold a portion of the Shares to which the Participant or beneficiary otherwise would be entitled equivalent in value to the taxes required to be withheld, determined based upon the Fair Market Value of the Shares. For purposes of withholding, Fair Market Value shall be equal to the closing price (as reported on the New York Stock Exchange) of the Shares on the Settlement Date, or, if the Settlement Date is not a business day, the next business day immediately following the Settlement Date.

9. Notice. Any notice to the Company provided for in this Agreement will be addressed to it in care of its Secretary, TechnipFMC plc, John T. Grempe Campus, 13450 Lockwood Road, Houston, Texas 77044, and any notice to the Participant (or other person entitled to receive the RSUs) will be addressed to such person at the Participant's address now on file with the Company, or to such other address as either may designate to the other in writing. Any notice will be deemed to be duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

10. Administration. The Participant's rights under this Agreement are expressly subject to the terms and conditions of the Plan, if any, a copy of which has been made available to the Participant.

11. Binding Effect. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

12. Sole Agreement. This Agreement constitutes the entire agreement between the parties to it relating to the RSUs and supersedes any and all prior oral and written representations. This Agreement may only be amended by written agreement between the Company and the Participant.

13. Delivery of Documents. Any document relating to participation in the Plan or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any, provided for the Participant by the Company, or upon deposit in a government sponsored postal service, by registered or certified mail, or with an internationally recognized overnight courier service, with postage and fees prepaid, addressed to the other party at the address shown below that party's signature hereto or at such other address as such party may designate in writing from time to time to the other party.

(a) Description of Electronic Delivery. The Plan documents, which may include but do not necessarily include: the Plan, this Agreement, the Plan's prospectus, and any reports of the Company provided generally to the Company's stockholders, may be delivered to the Participant electronically. In addition, the Participant may deliver electronically the Agreement to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company. The Participant may revoke his or her consent to the electronic delivery of documents or may change the electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents described herein. Electronic execution of this Agreement shall have the same binding effect as a written or hard copy signature and accordingly, shall bind the Participant and the Company to all of the terms and conditions set forth in the Plan and this Agreement.

(b) Paper Copies. Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must

provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery or execution of such document fails.

14. Section 409A. This Award is intended to comply with or be exempt from Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, "Section 409A"). Notwithstanding any other provision of the Plan or this Agreement, if at any time the Administrator determines that this Award (or any portion thereof) may be subject to Section 409A, then (a) to the extent necessary to avoid any imposition of taxes under Section 409A on the Participant, and payment of the Award is made upon the Participant's termination of employment or service, then such payment will only be made if such termination is a "separation from service" within the meaning of Section 409A and if the Participant is a "specified employee" as defined in Section 409A, then such payment will be delayed until the first business day following the six month anniversary of such separation from service, and (b) to the extent necessary to avoid any imposition of taxes under Section 409A on the Participant, and payment of the Award is made upon or following a Change in Control, then such payment will only be made if such Change in Control is a "change in control event" as defined in Section 409A, and (c) the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify the Participant or any other person for failure to do so) to adopt such amendments to the Plan or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

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

16. Data Privacy. Participant acknowledges, agrees and consents, in order to perform, including to implement, manage and administer the Plan and the Agreement ("Purposes"), it is necessary to collect and process certain personal information concerning the Participant including: Participant's name, home address, telephone number, date of birth, national identification number, nationality, any shares of stock held in the Company and details of all Awards ("Data"). The Company, having its registered office at [], is the data controller for such processing. As the case may be, Data are collected directly from the Participant or are provided by the Company.

In addition to the Purposes, Company uses the Data (i) in order to comply with securities law and financial reporting and other legal requirements, and (ii) on the basis of its legitimate interest in case of a pending and/or threatening dispute and/or (legal) claim, investigation by a relevant supervisory authority, litigation or arbitration, to determine its legal position, in order to obtain (external) advice and/or to establish and/or defend its (legal) position and/or to exercise a (legal) claim.

Data may be disclosed to third-party stock plan administrators (including banks, brokers, custodians, central securities depositories, stock exchanges, etc.), their respective auditors, advisors and consultants and any other parties as may be required or appropriate for the Purposes. Data may also be made available to public authorities where required by law or regulation and may also be disclosed to judicial and arbitration courts and/or committees and external advisors. These entities

and authorities may be located in the United States, the United Kingdom, the European Economic Area, or elsewhere, including in territories where data protection laws may not be as protective as in the Participant's jurisdiction of residence. Where relevant, the Company and its Subsidiaries will implement appropriate safeguards to ensure the protection of the Data when disclosing the Data to a third party, such as the standard contractual clauses proposed by the European Commission. Participant may request a copy of such safeguards by contacting the TechnipFMC Data Protection Office at privacy@TechnipFMC.com or Participant's local human resources representative.

Participant may request to have access to the his or her Data, to rectify any such Data, to erase the Data, to restrict processing of the Data, to object to the processing of the Data, as well as request Data portability pursuant to Articles 15 to 21 of the GDPR or other similar applicable regulations and has the right to file complaints and/or claims with the competent data protection authority. Requests regarding the Data, questions or complaints may be addressed by contacting the TechnipFMC Data Protection Office at privacy@TechnipFMC.com.

Data will be held and used only as long as is necessary for the Purposes. Only where the Company and/or its Subsidiaries are legally obliged to (e.g. for compliance with legal and financial reporting purposes), or where this is necessary for defending their interests in the context of judicial proceedings, the Company will store the Data for longer periods. Participant may request further information on retention period applicable to the Data by contacting the TechnipFMC Data Protection Office at privacy@TechnipFMC.com.

It is obligatory for the Participant to provide any Data requested. If the Participant chooses not to furnish any Data requested or restrict the processing of the Data, Company will not be able to perform its obligations under the Plan or this Agreement.

If Participant is located outside of the European Economic Area and to the extent consent to the processing and/or the transfer of Data is required by law, Participant hereby consents to such processing and/or transfer as described in this Section 16. At any time, Participant may withdraw the consent given herein in writing by contacting the TechnipFMC Data Protection Office at privacy@TechnipFMC.com. Participant acknowledges, agrees and accepts that in the event he or she chooses to withdraw his or her consent, Company may not be able to perform its obligations and administer the Plan and the Agreement.

17. Funding. The RSUs represent an unfunded promise to pay and deliver Shares in the future.

18. Clawback Provisions. The RSUs and any other Awards granted to the Participant (including any proceeds, gains or other economic benefit the Participant actually or constructively receives upon receipt of the Award or the vesting, exercise, settlement or resale of any Shares underlying any Awards) will be subject to any Company clawback policy as in effect from time to time, including any clawback policy adopted to comply with Applicable Law (including the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder). In addition, in the event the Participant engages in Significant Misconduct, the Committee may, in its sole discretion, recover the RSUs and any other Awards (including any proceeds, gains or other economic benefit the Participant actually or constructively receives upon receipt of the Award or the vesting, exercise, settlement or resale of any Shares underlying any Awards) if the Awards were awarded, vested, exercised, settled or paid during the Significant Misconduct Period by: (a) cancelling any Award, in whole or in part,

whether or not vested or deferred, (b) requiring the Participant repay to the Company any gain realized or payment received upon the vesting, exercise or settlement of the Award or sale of the underlying Shares valued as of the date of vesting, exercise, settlement or sale, as applicable, and/or (c) reducing or offsetting future incentive compensation.

19. Unless otherwise provided on Schedule A:

(a) “Significant Misconduct” means any conduct constituting fraud, material theft of the assets of the Company or its affiliates, bribery, corruption, other illegal acts, gross negligence, or willful misconduct involving the Company or its affiliates, in each case as determined in the sole discretion of the Committee.

(b) “Significant Misconduct Period” means the twenty-four (24) months before and after the occurrence, discovery, or public disclosure of Significant Misconduct.

The Participant's electronic signature below indicates the Participant's acknowledgement and acceptance of the terms and conditions of this Agreement (including the Exhibits attached hereto) and the Plan.

Executed as of the Grant Date.

TechnipFMC plc

By: Nisha Rai

Name: Executive Vice President, People & Culture

[Participant Name]

Signed Electronically Via Online Process

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.

SCHEDULE A

TO TECHNIPFMC PLC 2022 INCENTIVE AWARD PLAN **RESTRICTED STOCK UNIT AWARD AGREEMENT**

COUNTRY SCHEDULE

This Schedule A includes (i) additional terms and conditions applicable to all Participants, and (ii) additional terms applicable to Participants providing services to the Company in the countries identified below. These terms and conditions are in addition to those set forth in the Agreement, unless otherwise noted, and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail. Any capitalized term used in this Schedule A without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

Participants are advised to seek appropriate professional advice as to how the relevant exchange control and tax laws in the country of residence may apply to Awards.

I. GLOBAL PROVISIONS APPLICABLE TO ALL PARTICIPANTS By acceptance of the Award, the

Participant acknowledges and agrees that:

(a) No Guarantee of Continued Service. THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE WILL OCCUR ONLY IF THE PARTICIPANT CONTINUES AS A DIRECTOR, OR EMPLOYEE (AS APPLICABLE) OF THE COMPANY OR A SUBSIDIARY THROUGH THE APPLICABLE VESTING DATE UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THE AGREEMENT. THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A DIRECTOR OR EMPLOYEE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH THE RIGHT OF THE COMPANY OR ANY SUBSIDIARY TO EFFECT A TERMINATION OF SERVICES AT ANY TIME, AND FOR ANY REASON, NOR SHALL IT BE CONSTRUED TO AMEND OR MODIFY THE TERMS OF ANY CONSULTANCY, DIRECTORSHIP, EMPLOYMENT OR OTHER SERVICE AGREEMENT BETWEEN A PARTICIPANT AND THE COMPANY OR ANY SUBSIDIARY.

(b) The Plan is discretionary in nature and that, subject to the terms of the Plan, the Company can amend, cancel or terminate the Plan at any time.

(c) The grant of the RSUs under the Plan is voluntary and occasional and does not give Participant any contractual or other right to receive RSUs or benefits in lieu of RSUs in the future, even if a Participant has received RSUs repeatedly in the past.

(d) All determinations with respect to any future awards, including, but not limited to, the times when awards under the Plan shall be granted and the terms thereof, including the time or times when any RSUs may vest, will be at the sole discretion of the Administrator.

(e) Participation in the Plan is voluntary.

(f) The value of the RSUs is an extraordinary item of compensation that is outside of the scope of any directorship, consultancy or employment contract or relationship.

(g) The RSUs are not part of normal or expected compensation or salary for any purpose, including, without limitation, calculating severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or similar payments.

(h) The RSUs shall expire, terminate and be forfeited upon Termination of Services for any reason, except as otherwise explicitly provided in this Agreement as may be modified by this Schedule A and/or the Plan.

(i) The future value of the Shares that may be issued upon vesting of the RSUs is unknown and cannot be predicted with any certainty.

(j) No claim or entitlement to compensation or damages arises from the expiration, termination or forfeiture of the RSUs or any portion thereof.

(k) Neither the Company nor any Subsidiary has provided, nor will they provide, any Participant with specific tax, legal or financial advice with respect to the RSUs, the Shares issuable upon vesting of RSUs, this Agreement, this Schedule A or the Plan. Neither the Company nor any Subsidiary is making, nor have they made, any recommendations relating to participation in the Plan, the receipt of the RSUs or the acquisition or sale of Shares upon receipt of RSUs.

(l) The Participant shall bear any and all risk associated with the exchange of currency and the fluctuation of currency exchange rates in connection with this Award, including without limitation in connection with the sale of any Shares issued upon vesting of the RSUs.

(m) It shall be the Participant's responsibility to comply with any and all exchange control requirements applicable to the RSUs and the sale of Shares issued upon vesting of the RSUs and any resulting funds including, without limitation, reporting or repatriation requirements.

(n) The Participant shall be responsible for legal compliance requirements relating to the RSUs or the ownership and possible sale of any Shares issued upon vesting of the RSUs, including, but not limited to, tax reporting, the exchange of U.S. dollars into or from local currency, the transfer of funds to or from the United States, and the opening and use of a U.S. brokerage account.

(o) If this Agreement, the Plan, any website or any other document related to the RSUs is translated into a language other than English, and if the translated version is different from the English version, the English language version will take precedence. By acceptance of the RSUs, the Participant confirms having read and understood the documents relating to the Plan and the RSUs, including, without limitation, this Agreement and this Schedule A, which were provided in English, and waives any requirement for the Company to provide these documents in any other language.

(p) The Participant's right to vest in the RSUs will terminate effective as of the date that is the earlier of (1) the effective date of the Participant's Termination of Services (whether or not in breach of local labor laws), or (2) the date he or she is no longer actively providing services, regardless of any notice period or period of pay in lieu of such notice required under Applicable Laws (including, but not limited to statutory law, regulatory law and/or common law); the Company shall have the exclusive discretion to determine when the Participant is no longer actively providing services for purposes of the RSUs.

(q) To the extent the Participant is providing services in a country identified in Section II of this Schedule A, such Participant understands and agrees that the provisions for such country apply and are incorporated into the Agreement.

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

BRAZIL

The provisions of this **Country Schedule for Brazil** provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Brazil for tax, labour or securities law purposes.

1. Acknowledgment of Nature of Plan and RSUs. In accepting this Agreement, Participant acknowledges that in the event of termination of Participant's employment (whether or not in breach of local labor laws), Participant's rights to unvested RSUs under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under applicable local laws (e.g., active employment would not include a period of "garden leave" or notice period). The Administrator shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of Participant's RSUs.

2. Exchange Control Information. If Participant is a resident or domiciled in Brazil, Participant will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than the applicable statutory threshold from time to time. Please note that the threshold may be changed annually.

3. Acknowledgment of Forfeiture and Claw-Back Provisions. In accepting this Agreement, Participant acknowledges being subject to the provisions of any forfeiture and claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of Applicable Law.

4. Securities Restrictions. Awards granted under the Plan do not constitute a public offer of the Shares. The Plan and this Agreement are only addressed to the Participant and other selected Employees and have not been offered or solicited by means of any public communication services. The Shares deliverable upon settlement of the RSUs under the Plan are not negotiable in Brazil.

5. Remittances. Any remittances from or to Brazil in connection with the Plan can only be carried out by means of a Brazilian financial institution authorized to operate in the foreign exchange market, which shall be responsible for withholding and paying any applicable Tax on Foreign Exchange Transactions and remitting the net amount after such deduction. For the purposes of such foreign exchange transactions, in accepting this Agreement, each Participant appoints the relevant Employer as his or her representative with special powers to perform any and all acts necessary for the contracting and formalization of the foreign exchange transactions with the Brazilian financial institution responsible for the remittance, including, but not limited to, powers to sign foreign exchange contracts, provide to the Brazilian financial institution the Participant's personal information and information related to the Participant's participation in the Plan, and present additional supporting documents required by the Brazilian financial institution responsible for the remittance.

6. Tax Withholding. The Participant shall be responsible for collecting and paying any income tax, withholding tax and any other employment related taxes in Brazil, that is attributable to (1) the grant or vesting of, or any benefit the Participant derives from, the PSUs, (2) the Participant's acquisition of Shares, (3) the disposal of any Shares; or (4) in the event of any repayment related to the scenario set forth in clause 18 above.

NORWAY

The provisions of this **Country Schedule for Norway** provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Norway for tax, labour or securities law purposes.

1. Acknowledgment of Nature of Plan and RSUs. In accepting this Agreement, the Participant acknowledges that, in the event of termination of the Participant's employment, or the cessation of the Participant's appointment to the Board of Directors, the Participant's rights to vest the RSUs under the Plan, if any, will terminate effective as of the date of the termination notice for employees or the date of cessation of appointment for directors. Vesting rights will not be extended by any notice period, delay in public registration or agreed "garden leave"; the Administrator shall have the exclusive discretion to determine when the Participant is no longer actively employed or appointed for purposes of Participant's RSUs.

**RESTRICTED STOCK UNIT AGREEMENT
PURSUANT TO THE
TECHNIPFMC PLC 2022 INCENTIVE AWARD PLAN**

This Restricted Stock Unit Agreement (the "Agreement") is made as of [] (the "Grant Date") by TechnipFMC plc, a public limited company incorporated under the laws of England and Wales (the "Company") and [] (the "Participant").

The TechnipFMC plc 2022 Incentive Award Plan (the "Plan"), as it may be amended or restated from time to time, is incorporated by reference and made a part of this Agreement and will control the rights and obligations of the Company and the Participant under this Agreement. Except as otherwise expressly provided herein, all capitalized terms have the meanings provided in the Plan. To the extent there is a conflict between the Plan and this Agreement, the provisions of the Plan will prevail.

The provisions of this Agreement are replaced, superseded and/or supplemented, as applicable, by the provisions of the Country Schedules applicable to the Participant as set forth on Schedule A.

The Compensation & Talent Committee of the Company's Board of Directors (the "Committee") determined that it would be to the competitive advantage and interest of the Company and its stockholders to grant an award of restricted stock units to the Participant as an inducement to remain in the service of the Company or one of its affiliates (collectively, the "Employer").

The Committee, on behalf of the Company, grants to the Participant an award of [] restricted stock units (the "RSUs") of the Company's ordinary shares (the "Shares"). The award is made upon the following terms and conditions:

1. Vesting. One third (1/3) of the RSUs will vest on each of the first, second and third anniversaries of the Grant Date (each, a "Vesting Date"), subject to the Participant's continued employment, appointment or service through the applicable Vesting Date, unless otherwise provided in Sections 2 or 3 below. On each Vesting Date, the Company will deliver an equal number of Shares as the number of RSUs that vest on such Vesting Date as freely transferable Shares. All unvested RSUs will be forfeited upon Participant's Termination of Service before any Vesting Date other than as provided in Sections 2 or 3 below. **Prior to any Vesting Date, the unvested portion of the Award remains subject to substantial risk of forfeiture.**

2. Death, Disability or Retirement.

(a) Notwithstanding Section 1 hereof, in the event of Participant's death or Disability (as defined below) prior to any Vesting Date, the unvested RSUs will vest and be immediately transferable as of the date of such death or Disability.

(b) Notwithstanding Section 1 hereof, in the event of Participant's Retirement (as defined below) prior to any Vesting Date, the Participant will retain the right to receive vested RSUs on each applicable Vesting Date.

3. Change in Control. Notwithstanding the foregoing, upon a Change in Control where the surviving corporation or any parent corporation thereof:

(a) assumes or continues the Award, the RSUs shall continue to be subject to vesting and forfeiture as provided in Sections 1 and 2, payable on the applicable Vesting Date; provided, however, in the event of the Participant's Termination of Service prior to any Vesting Date for a reason

(i) other than Participant's engaging in a Detrimental Activity (as defined below) or (ii) by Participant for Good Reason (as defined below) and within the twenty-four month period following the consummation of a Change in Control (the "Protection Period"), such RSUs shall be payable upon the date of Participant's Termination of Service, subject to any required delay as provided under Section 16; or

(b) does not assume or continue the Award, such RSUs shall vest in full and be payable on the consummation of the Change in Control.

4. Confidentiality and Non-Competition. The Participant acknowledges that Participant is in possession of and has access to Confidential Information, as defined in Exhibit A, of the Company and its Subsidiaries, including material relating to the Company's business, products, services, current and planned operations, in addition to being introduced to important actual and potential clients, customers, investors, service providers, vendors, suppliers, business partners, and other relationships of the Company. Participant acknowledges that the business, products, and services of the Company and its Subsidiaries are highly specialized and that it is essential that they be protected. Accordingly, by acceptance of the RSU, Participant agrees to be bound by the terms and conditions of the Confidentiality and Non-Compete Agreement (the "Confidentiality and Non-Compete Agreement") set forth on Exhibit A, which is incorporated herein by reference.

5. Rights and Obligations as Stockholder.

(a) Prior to any Vesting Date, the Participant may not vote, sell, exchange, transfer, pledge, hypothecate or otherwise dispose of any of the unvested RSUs. The Participant will receive Dividend Equivalents on the RSUs, provided, however, that no Dividend Equivalents shall be payable prior to any Vesting Date on any unvested RSUs. All Dividend Equivalents paid on unvested RSUs shall be held by the Company until such RSUs become vested RSUs.

(b) After any Vesting Date, the Participant agrees to comply with any and all Applicable Laws, the Company Policies (as defined in Section 20) and all other applicable Company policies regarding trading in the Shares received.

6. No Limitation on Rights of the Company. The granting of RSUs will not in any way affect the right or power of the Company to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate, reincorporate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

7. Employment. Nothing in this Agreement or in the Plan will be construed as constituting a commitment, guarantee, agreement or understanding of any kind or nature that the Employer will continue to employ, work with or appoint the Participant, or as affecting in any way the right of the Employer to terminate the employment, service or appointment of the Participant at any time.

8. Government Regulation. The Company's obligation to deliver Shares following any Vesting Date will be subject to all Applicable Laws, rules and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required.

9. Withholding. The Employer, in accordance with the terms of the Plan, will comply with all applicable withholding tax laws, and will be entitled to take any action necessary to effectuate such compliance. The Company may withhold a portion of the Shares to which the Participant or beneficiary otherwise would be entitled equivalent in value to the taxes required to be withheld, determined based upon the Fair Market Value of the Shares. For purposes of withholding, Fair Market Value shall be equal to the closing price (as reported on the New York Stock Exchange) of the Shares on the applicable

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

10. Notice. Any notice to the Company provided for in this Agreement will be addressed to it in care of its Secretary, TechnipFMC plc, John T. Gremp Campus, 13450 Lockwood Road, Houston, Texas 77044, and any notice to the Participant (or other person entitled to receive the RSUs) will be addressed to such person at the Participant's address last on file with the Company, or to such other address as either may designate to the other in writing. All notices will be deemed to be duly given as provided in Section 13.

11. Administration. The Committee administers the Plan and delegates certain administrative authority in accordance with the Equity Plan Committee Grant Policy adopted by the Committee. The Participant's rights under this Agreement are expressly subject to the terms and conditions of the Plan and the Sub-Plans, if any, a copy of which has been made available to the Participant.

12. Binding Effect. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

13. Sole Agreement. This Agreement constitutes the entire agreement between the parties to it relating to the RSUs and supersedes any and all prior oral and written representations. This Agreement may only be amended by written agreement between the Company and the Participant.

14. Delivery of Documents. Any document relating to participation in the Plan or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any, provided for the Participant by the Company, or upon deposit in a government sponsored postal service, by registered or certified mail, or with an internationally recognized overnight courier service, with postage and fees prepaid, addressed to the other party at the address shown below that party's signature hereto or at such other address as such party may designate in writing from time to time to the other party.

15. Description of Electronic Delivery. The Plan documents, which may include but do not necessarily include: the Plan, this Agreement, the Plan's prospectus, and any reports of the Company provided generally to the Company's stockholders, may be delivered to the Participant electronically. In addition, the Participant may deliver electronically the Agreement to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via email or such other means of electronic delivery specified by the Company. The Participant may revoke his or her consent to the electronic delivery of documents or may change the electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents described herein. Electronic execution of this Agreement shall have the same binding effect as a written or hard copy signature and accordingly, shall bind the Participant and the Company to all of the terms and conditions set forth in the Plan and this Agreement.

16. Paper Copies. Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must provide the Company or any designated

third party administrator with a paper copy of any documents if the attempted electronic delivery or execution of such document fails.

17. Section 409A. This Award is intended to comply with or be exempt from Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, "Section 409A"). Notwithstanding any other provision of the Plan or this Agreement, if at any time the Administrator determines that this Award (or any portion thereof) may be subject to Section 409A, then (a) to the extent necessary to avoid any imposition of taxes under Section 409A on the Participant, and payment of the Award is made upon the Participant's termination of employment or service, then such payment will only be made if such termination is a "separation from service" within the meaning of Section 409A and if the Participant is a "specified employee" as defined in Section 409A, then such payment will be delayed until the first business day following the six month anniversary of such separation from service, (b) to the extent necessary to avoid any imposition of taxes under Section 409A on the Participant, and payment of the Award is made upon or following a Change in Control, then such payment will only be made if such Change in Control is a "change in control event" as defined in Section 409A, and (c) the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify the Participant or any other person for failure to do so) to adopt such amendments to the Plan or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

18. Clawback. This Award and any other Awards granted to the Participant (including any proceeds, gains or other economic benefit actually or constructively received by Participant upon receipt, vesting, settlement or exercise of this Award or upon the receipt or resale of any Shares underlying this Award) shall be subject to the provisions of the Company's *Clawback Policy* as in effect from time to time, including, without limitation, any modifications thereto as is necessary to comply with the requirements of Applicable Law, including, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder. In addition, in the event the Participant engages in Significant Misconduct, the Committee may, in its sole discretion, recover the RSUs and any other Awards (including any proceeds, gains or other economic benefit the Participant actually or constructively receives upon receipt of the Award or the vesting, exercise, settlement or resale of any Shares underlying any Awards) if the Awards were awarded, vested, exercised, settled or paid during the Significant Misconduct Period by: (a) cancelling any Award, in whole or in part, whether or not vested or deferred, (b) requiring the Participant repay to the Company any gain realized or payment received upon the vesting, exercise or settlement of the Award or sale of the underlying Shares valued as of the date of vesting, exercise, settlement or sale, as applicable, and/or (c) reducing or offsetting future incentive compensation.

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

20. Data Privacy. This clause cancels and supersedes clause 11.8 of the Plan. Each Participant acknowledges that, in order to perform, including to implement, manage and administer the Plan and the Agreement ("Purposes"), it is necessary to collect and process personal information concerning the Participant including: Participant's name, home address, telephone number, date of birth, social security number (where allowed), or insurance number, or national identification number (where allowed), passport number (where allowed), salary, nationality, job title(s), any shares of stock held in the Company or any of its Subsidiaries, details of all Awards ("Data"). Company, having its registered office

at [], is the data controller for such processing. As the case may be, Data are collected directly from the Participant or are provided by the Employer.

The Data collected for the Purposes are processed on the basis of the performance of the Agreement. In addition, Company uses the Data (i) in order to comply with securities law and financial reporting and other legal requirements, and (ii) on the basis of its legitimate interest in case of a pending and/or threatening dispute and/or (legal) claim, investigation by a relevant supervisory authority, litigation or arbitration, to determine its legal position, in order to obtain (external) advice and/or to establish and/or defend its (legal) position and/or to exercise a (legal) claim.

Data may be disclosed to Subsidiaries' (including Employer) or to third-party stock plan administrators (including banks, brokers, custodians, central securities depositories, stock exchanges, etc.), their respective auditors, advisors and consultants and any other parties as may be required or appropriate for the Purposes. Data may also be made available to public authorities where required by law or regulation and may also be disclosed to judicial and arbitration courts and/or committees and external advisors. These entities and authorities may be located in the United States, the European Economic Area, or elsewhere, including in territories where data protection laws may not be as protective as in the Participant's jurisdiction of residence. Where relevant, the Company and its Subsidiaries will implement appropriate safeguards as required by applicable law to ensure the protection of the Data when disclosing the Data to a third party or transferring data to a third country, such as implementing the standard contractual clauses adopted by the European Commission and the UK Government or relying on an adequacy decision (if available). Participant may request a copy of such safeguards by contacting the TechnipFMC Data Protection Office at privacy@TechnipFMC.com or Participant's local human resources representative.

Participant may request to have access to the Data, to rectify any such Data, to erase the Data, to restrict processing of the Data, to object to the processing of the Data, as well as request Data portability pursuant to Articles 15 to 21 of the GDPR and the UK GDPR, and has the right to file complaints and/or claims with the competent data protection authority. Requests regarding the Data, questions or complaints may be addressed by contacting the TechnipFMC Data Protection Office at privacy@TechnipFMC.com or Participant's local human resources representative.

It is obligatory for the Participant to provide any Data requested for the purposes of entering into the Agreement. If the Participant chooses not to furnish any Data requested or restrict the processing of the Data, Company will not be able to perform its obligations under the Plan.

Data will be held and used only as long as is necessary for the Purposes. Only where the Company and/or its Subsidiaries are legally obliged to (e.g. for compliance with legal and financial reporting purposes), or where this is necessary for defending their interests in the context of judicial proceedings, the Company and/or its Subsidiaries will store the Data for longer periods. Participant may request further information on retention period applicable to the Data by contacting the TechnipFMC Data Protection Office at privacy@TechnipFMC.com or Participant's local human resources representative.

Participant may find further country-specific information on the processing of the Data under Schedule A of the Agreement, including but not limited to the contact details of the local Data Protection Officer, if any.

If Participant is employed by a Subsidiary established outside of the UK or European Economic Area and to the extent its consent to the processing and/or the transfer of Data is required by applicable law (see country-specific information in Schedule A of the Agreement), Participant hereby consents to such processing and/or transfer as described in this clause 20 of the Agreement. At any time, Participant may withdraw the consent given herein in writing by contacting the TechnipFMC Data Protection Office

at privacy@TechnipFMC.com or Participant's local human resources representative. Participants acknowledges, agrees and accepts that in the event he or she chooses to withdraw his or her consent, Company may not be able to perform its obligations and administer the Plan and the Agreement.

21. Securities Law Notification and Restrictions on Trading. The Company's *Code of Business Conduct* and *Insider Trading Policy* (the "Company Policies") and the insider trading and anti-market abuse rules of the U.S. Securities Exchange Act, the Market Abuse Regulation ((EU) No 596/2014 (MAR) and the UK Market Abuse Exit Regulations 2019 (collectively the "Insider Trading Rules"), may impact the ability to sell Shares acquired under this Agreement and the Plan while the Participant has material nonpublic inside information regarding the Company. In addition, the Insider Trading Rules prohibit the Participant from recommending to other persons to engage in insider trading or induce other persons to engage in insider trading, unlawfully disclose material non-public inside information and/or engage in or attempt to engage in market manipulation while in possession of material non-public inside information. By accepting this Agreement, the RSUs granted hereunder and participating in the Plan, Participant acknowledges having read and understood this Securities Law Notification and further acknowledges that it is Participant's responsibility to comply with the Company Policies and the Insider Trading Rules.

22. Funding. The RSUs represent an unfunded promise to pay and deliver Shares in the future. The Company may settle the RSUs through newly issued Shares, treasury Shares or Shares held in an employee benefit trust (EBT) established for the administrative convenience of the Company for the purpose of issuing Shares in settlement on behalf of the Company of Awards under the Plan, in its sole discretion and not for the purposes of funding the Plan. The Participant has no right to any Shares held in any EBT, or to have the RSUs settled on behalf of the Company in any Shares held by an EBT.

23. Definitions.

Unless otherwise provided on Schedule A:

(a) "Detrimental Activity" means

(i) the Participant's willful and continued failure to substantially perform the Participant's employment duties in any material respect (other than any such failure resulting from Disability), after a written demand for substantial performance is delivered to the Participant that specifically identifies the manner in which the Company believes the Participant has failed to perform the Participant's duties, and after the Participant has failed to resume substantial performance of the Participant's duties on a continuous basis within thirty (30) calendar days of receiving such demand;

(ii) the Participant's willfully engaging in other conduct which is demonstrably and materially injurious to the Company or an affiliate;

(iii) the Participant's having been convicted of, or pleading guilty or nolo contendere to, a felony under federal or state law; or

(iv) the Participant's breach of any provision of the Confidentiality and Non-Compete Agreement.

(b) "Disability" means Participant's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that can be expected to last for a continuous period of not less than twelve (12) months.

(c) “Good Reason” means, without the Participant’s express written consent, the occurrence of any one or more of the following during the Protection Period:

(i) the assignment to the Participant of duties that result in a material diminution of the Participant’s authorities, duties, responsibilities, and status (including, without limitation, offices, titles and reporting requirements) as an employee of the Company (including, without limitation, any material adverse change in duties or status as a result of the stock of the Company ceasing to be publicly traded or of the Company becoming a subsidiary of another entity, or any material adverse change in the Participant’s reporting relationship, such as the chairman or chief executive officer ceasing to report to the Board of Directors of a publicly traded company), or a reduction or alteration in the nature or status of the Participant’s authorities, duties, or responsibilities from the greatest of those in effect (x) on the Grant Date, (y) during the fiscal year immediately preceding the year of the Change in Control, and (z) on the date immediately preceding the Change in Control;

(ii) the Company’s requiring the Participant to be based at a location which is at least one hundred (100) miles further from the Participant’s then current assigned work location immediately prior to the Change in Control, except for required travel on the Company’s business to an extent substantially consistent with the Participant’s business obligations as of the Grant Date or as the same may be changed from time to time prior to a Change in Control;

(iii) a material reduction by the Company in the Participant’s then current salary of record paid as annual salary (excluding amounts received under incentive or other bonus plans), as in effect on the Grant Date or as the same may be increased during the Protection Period;

(iv) a material reduction in the Participant’s level of participation in any of the Company’s short- and/or long-term incentive compensation plans, or employee benefit or retirement plans, policies, practices, or arrangements in which the Participant participates from the greatest of the levels in place (a) on the Grant Date, (b) during the fiscal year immediately preceding the year of the Change in Control and (c) on the date immediately preceding the Change in Control; or

(v) any termination of Participant’s employment by the Company that is not effected pursuant to a written notice of termination which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Participant’s employment.

The existence of Good Reason will not be affected by the Participant’s temporary incapacity due to physical or mental illness not constituting a Disability. The Participant’s continued employment will not constitute a waiver of the Participant’s rights with respect to any circumstance constituting Good Reason; however, “Good Reason” for Participant’s separation from employment will exist only if: the Participant provides written notice to the Company within ninety (90) days of the occurrence of any of the above listed events; the Company fails to cure the event within thirty (30) days following the Company’s receipt of Participant’s written notice; and the Participant separates from employment with the Company effective not later than twenty four (24) months after the original occurrence of the “Good Reason” event. For sake of clarity, the event giving rise to a Good Reason termination must occur during the Protection Period, but Participant’s actual termination of employment for Good Reason may occur after the end of the Protection Period, and such termination will be treated as if it occurred during the Protection Period for purposes of Section 3(a).

(d) “Retirement” means the termination of Participant’s employment on or after the date Participant reaches the age of 62.

(e) “Significant Misconduct” means any conduct constituting fraud, material theft of the assets of the Company or its affiliates, bribery, corruption, other illegal acts, gross negligence, or willful misconduct involving the Company or its affiliates, in each case as determined in the sole discretion of the Committee.

(f) “Significant Misconduct Period” means the twenty-four (24) months before and after the occurrence, discovery, or public disclosure of Significant Misconduct.

The Participant's electronic signature below indicates the Participant's acknowledgement and acceptance of the terms and conditions of this Agreement (including the Exhibits attached hereto) and the Plan.

Executed as of the Grant Date.

TechnipFMC plc

By:	Nisha Rai	
Name:	Executive Vice President, People & Culture	[Participant Name]
		Signed Electronically Via Online Process

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.

EXHIBIT A

CONFIDENTIALITY AND NON-COMPETE

1. Confidentiality. Participant must not (except in the proper performance of Participant's duties) while employed by the Employer or at any time without limit after the date on which Participant's employment with the Employer terminates:

- (a) divulge or communicate to any person;
- (b) use for Participant's own purposes or for any purposes other than those of the Employer or, as appropriate, any of its clients; or
- (c) through any failure to exercise due care and diligence, cause any unauthorized disclosure of; any trade secrets, confidential, or proprietary information relating to the Company or any Subsidiary or any of its clients ("**Confidential Information**"). Confidential Information does not include any information that (i) is or becomes generally available to the public other than as a result, in whole or in part, by Participant's disclosure or wrongful act; (ii) was available to Participant on a non-confidential basis before its disclosure by a member of the Company or any Subsidiary; or (iii) becomes available to Participant on a non-confidential basis from a source other than the Company or any Subsidiary, provided that such source is not bound by a confidentiality agreement with the Company or any Subsidiary. Participant must at all times use best efforts to prevent publication or disclosure of any Confidential Information. Participant further agrees that if Participant is questioned about information subject to this Agreement by anyone not authorized to receive such information, Participant will notify the Company within 24 hours. Except as required in performing Participant's duties for the Company or any Subsidiary, Participant agrees not to remove from the Company's or any Subsidiary's premises or its control any Confidential Information including by copying or transmitting such information via personal digital device, mobile phone, external hard drives, USB "flash" drives, USB storage devices, Fire Wire storage devices, floppy discs, CD's, DVD's, personal email accounts, online or cloud storage accounts, memory cards, zip discs, and any other similar media or means of transmitting, storing, or archiving data outside of Company-supported systems. Upon termination of employment Participant agrees to return all Confidential Information in whatever form to the Company within 24 hours.

2. Restrictions. In the course of Participant's employment Participant has been exposed to, and will continue to be exposed to, Confidential Information and will acquire other proprietary knowledge relating to the Company's and Subsidiaries' current and planned operations in addition to being introduced to important actual and potential clients, customers, investors, service providers, vendors, suppliers, business partners, and other relationships of the Company and with other Subsidiaries. As such, the Company will be entrusting Participant with the goodwill of the Company and Confidential Information. Therefore, subject to the terms of Clause 3, Participant agrees that:

- (a) Participant will not during the period of Participant's employment with the Employer and for a period of 12 months after the termination of Participant's employment (the "**Restricted Period**"), either directly, or indirectly through any other person, firm, or other organization (each, a "**Person**"), that is engaged in the business of projects, technologies, systems and services in the field of oil, gas and petrochemicals (the "**Business**"), including but not limited to: Baker Hughes Company, Halliburton Company, McDermott International, Inc., National Oilwell Varco, Inc., Saipem S.p.A, Schlumberger Limited, Subsea 7 S.A., Weatherford International plc, and any companies in their respective corporate groups and any successors thereto (each a "**Restricted Entity**");

(i) solicit, entice, or induce any Person that at any time during the last year of Participant's employment with the Employer (that period referred to as the "**Relevant Period**") was a supplier of the Company or a Subsidiary (and with whom Participant or one of Participant's direct reports was actively involved during that time or in respect of which Participant is in possession of Confidential Information) to reduce the level of business between the supplier and the Company or such Subsidiary and Participant will not approach any supplier for that purpose or authorize or approve the taking of such actions by any other Person;

(ii) solicit business that is of the same or similar nature as that part of the Business with which Participant was materially concerned at any time during the Relevant Period or in respect of which Participant is in possession of Confidential Information as a result of Participant's employment during the Relevant Period (such business referred to as the "**Restricted Business**") from any Person that at any time during the Relevant Period was a customer or client of the Company or a Subsidiary (and with whom Participant or one of Participant's direct reports was actively involved during that time or in respect of which Participant is in possession of Confidential Information) and Participant will not approach any client or customer for that purpose or authorize or approve the taking of such actions by any other Person. For the purposes of this restriction, the expression "customer or client" shall include all Persons from whom the Company or a Subsidiary has received inquiries for the provision of goods or services with respect to the Business where such inquiries have not been concluded;

(iii) within the Restricted Area (as defined below) during the Restricted Period or for any period which Participant is privy to any Confidential Information, be employed or engaged in or actively providing Participant's services to any Restricted Entity, or business which is the same as or similar to the Business. The Restricted Area means each country, territory, county, parish, borough, or equivalent thereof in which (A) the Company or a Subsidiary that employs the Participant has customers or service assignments about which Participant received or obtained Confidential Information during his/her employment; (B) the Participant had a customer or service assignment for the Company or any Subsidiary in the one-year period preceding, or (C) in which the Company or any Subsidiary had a work site, job site, facility, or office at which the Participant had work activity for the Company or any Subsidiary in the one-year period preceding (the "**Restricted Area**"). The restrictions of this Clause 2 shall likewise apply if, although Participant's place of work is located outside the Restricted Area, Participant's activity is performed for the benefit of a Restricted Business located in the Restricted Area.

(b) During the Restricted Period, Participant will not employ or engage or otherwise solicit, entice, or induce any person who, during the Relevant Period, was an employee, consultant, or contractor of the Company or a Subsidiary and who was employed during that period in a senior sales, marketing, financial, managerial, professional, or equivalent capacity to become employed or engaged by Participant or any other Person, and Participant will not approach any such person for such purpose or authorize or approve the taking of such actions by any other Person.

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

(a) If Participant is a resident of California on the Grant Date, the "Restricted Period" for purposes of Clause 2(a) shall be limited to the period of Participant's employment with the Employer.

(b) The restrictions contained in Clause 2 will not apply if Participant has received the prior written consent of the Company to Participant's activities or if Participant will not be in competition with the Business in carrying out those activities.

(c) If the Employer suspends any of Participant's duties under any notice period or garden leave provision of any employment contract entered into between Participant and the Company or any Subsidiary, the period after the end of Participant's employment during which the restrictions shall apply shall be reduced so that the aggregate of the period of the suspension and the post-termination restrictions shall not exceed 12 months.

(d) The Company may add or remove entities from the list of Restricted Entities if there are any corporate reorganizations, mergers, acquisitions, divestitures, or other material changes in the corporate structure of any Restricted Entity and will notify Participant in writing of any changes to that list.

(e) Each of the restrictions in Clause 2 are separate and severable restrictions and are considered by the parties to be reasonable in all circumstances. It is agreed that if any such restriction by itself, or taken together, shall be adjudged to go beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the Employer but would be adjudged reasonable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) or reduction(s) as may be necessary to make it or them valid and effective. To the extent that any of the restrictions may not be so modified and would otherwise be unenforceable, then such restriction may be stricken from this Agreement without nullifying this Agreement or any other portion of this Agreement that would otherwise be enforceable.

(f) Participant acknowledges that Participant voluntarily agreed to the covenants set forth in Clause 2, and that the limitations and restrictions set forth herein, including geographical and temporal restrictions on certain competitive activities, are reasonable in all respects; are not oppressive; are material and substantial parts of this Agreement; and are intended and necessary to prevent unfair competition and protect the Company's and its Subsidiaries' Confidential Information, goodwill, and substantial and legitimate business interests, while allowing Participant to reasonably perform a business activity in line with Participant's acquired skills and expertise without breaching the restrictions contained within Clause 2.

(g) Consideration. Participant acknowledges that the grant of the RSUs is sufficient consideration for entering into the restrictions in Clauses 1 and 2.

4. Non-Interference with Whistleblower Rights. Nothing in this Confidentiality and Non-Compete Agreement prohibits the Participant from reporting possible violations of law or regulation to any governmental agency or entity or making disclosures that are protected under a "whistleblower" provision of law.

5. Enforcement of Covenants. The Company may take any and all action that it determines necessary and legally permissible to enforce this Agreement or to prevent any breach or threatened breach of Clause 1 or 2 of this Agreement, including but not limited to recovery of any damages caused by such breach or threatened breach, and/or taking court action to stop a Participant from breaching or potentially breaching the Agreement. Because of the difficulty of measuring economic losses to the Company and any Subsidiary from Participant's breach of Clause 1 or 2 of this Agreement, and because of the immediate and irreparable damage that such breach would cause, with no other adequate remedy at law, Participant agrees that in the event the Company determines in its sole discretion that Participant is in breach or is threatening to breach of any such provisions, the Company is entitled to obtain injunctive relief (without the requirement of posting a bond) from a court of competent jurisdiction to stop or prohibit any such breach or threatened breach. Such injunctive relief is not the Company's only or exclusive remedy for a breach or threatened breach of these covenants, but instead is in addition to all other rights and remedies available to the Company at law and in equity, including recovery of specific damages.

SCHEDULE A

TO TECHNIPFMC PLC 2022 INCENTIVE AWARD PLAN **RESTRICTED STOCK UNIT AWARD AGREEMENT**

COUNTRY SCHEDULE

This Schedule A includes (i) additional terms and conditions applicable to all Participants, and (ii) additional terms applicable to Participants providing services to the Company in the countries identified below. These terms and conditions are in addition to those set forth in the Agreement, unless otherwise noted, and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail. Any capitalized term used in this Schedule A without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

Participants are advised to seek appropriate professional advice as to how the relevant exchange control and tax laws in the country of residence may apply to Awards.

I. GLOBAL PROVISIONS APPLICABLE TO ALL PARTICIPANTS

By acceptance of the Award, the Participant acknowledges and agrees that:

(a) No Guarantee of Continued Service. THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE WILL OCCUR ONLY IF THE PARTICIPANT CONTINUES AS A DIRECTOR, OR EMPLOYEE (AS APPLICABLE) OF THE COMPANY OR A SUBSIDIARY THROUGH THE APPLICABLE VESTING DATE UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THE AGREEMENT. THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A DIRECTOR OR EMPLOYEE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH THE RIGHT OF THE COMPANY OR ANY SUBSIDIARY TO EFFECT A TERMINATION OF SERVICES AT ANY TIME, AND FOR ANY REASON, NOR SHALL IT BE CONSTRUED TO AMEND OR MODIFY THE TERMS OF ANY CONSULTANCY, DIRECTORSHIP, EMPLOYMENT OR OTHER SERVICE AGREEMENT BETWEEN A PARTICIPANT AND THE COMPANY OR ANY SUBSIDIARY.

(b) The Plan is discretionary in nature and that, subject to the terms of the Plan, the Company can amend, cancel or terminate the Plan at any time.

(c) The grant of the RSUs under the Plan is voluntary and occasional and does not give Participant any contractual or other right to receive RSUs or benefits in lieu of RSUs in the future, even if a Participant has received RSUs repeatedly in the past.

(d) All determinations with respect to any future awards, including, but not limited to, the times when awards under the Plan shall be granted and the terms thereof, including the time or times when any RSUs may vest, will be at the sole discretion of the Administrator.

(e) Participation in the Plan is voluntary.

(f) The value of the RSUs is an extraordinary item of compensation that is outside of the scope of any directorship, consultancy or employment contract or relationship.

(g) The RSUs are not part of normal or expected compensation or salary for any purpose, including, without limitation, calculating severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or similar payments.

(h) The RSUs shall expire, terminate and be forfeited upon Termination of Services for any reason, except as otherwise explicitly provided in this Agreement as may be modified by this Schedule A and/or the Plan.

(i) The future value of the Shares that may be issued upon vesting of the RSUs is unknown and cannot be predicted with any certainty.

(j) No claim or entitlement to compensation or damages arises from the expiration, termination or forfeiture of the RSUs or any portion thereof.

(k) Neither the Company nor any Subsidiary has provided, nor will they provide, any Participant with specific tax, legal or financial advice with respect to the RSUs, the Shares issuable upon vesting of RSUs, this Agreement, this Schedule A or the Plan. Neither the Company nor any Subsidiary is making, nor have they made, any recommendations relating to participation in the Plan, the receipt of the RSUs or the acquisition or sale of Shares upon receipt of RSUs.

(l) The Participant shall bear any and all risk associated with the exchange of currency and the fluctuation of currency exchange rates in connection with this Award, including without limitation in connection with the sale of any Shares issued upon vesting of the RSUs.

(m) It shall be the Participant's responsibility to comply with any and all exchange control requirements applicable to the RSUs and the sale of Shares issued upon vesting of the RSUs and any resulting funds including, without limitation, reporting or repatriation requirements.

(n) The Participant shall be responsible for legal compliance requirements relating to the RSUs or the ownership and possible sale of any Shares issued upon vesting of the RSUs, including, but not limited to, tax reporting, the exchange of U.S. dollars into or from local currency, the transfer of funds to or from the United States, and the opening and use of a U.S. brokerage account.

(o) If this Agreement, the Plan, any website or any other document related to the RSUs is translated into a language other than English, and if the translated version is different from the English version, the English language version will take precedence. By acceptance of the RSUs, the Participant confirms having read and understood the documents relating to the Plan and the RSUs, including, without limitation, this Agreement and this Schedule A, which were provided in English, and waives any requirement for the Company to provide these documents in any other language.

(p) The Participant's right to vest in the RSUs will terminate effective as of the date that is the earlier of (1) the effective date of the Participant's Termination of Services (whether or not in breach of local labor laws), or (2) the date he or she is no longer actively providing services, regardless of any notice period or period of pay in lieu of such notice required under Applicable Laws (including, but not limited to statutory law, regulatory law and/or common law); the Company shall have the exclusive discretion to determine when the Participant is no longer actively providing services for purposes of the RSUs.

(q) To the extent the Participant is providing services in a country identified in Section II of this Schedule A, such Participant understands and agrees that the provisions for such country apply and are incorporated into the Agreement.

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

BRAZIL

The provisions of this **Country Schedule for Brazil** provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Brazil for tax, labour or securities law purposes.

1. Acknowledgment of Nature of Plan and RSUs. In accepting this Agreement, Participant acknowledges that in the event of termination of Participant's employment (whether or not in breach of local labor laws), Participant's rights to unvested RSUs under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under applicable local laws (e.g., active employment would not include a period of "garden leave" or notice period). The Administrator shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of Participant's RSUs.

2. Exchange Control Information. If Participant is a resident or domiciled in Brazil, Participant will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than the applicable statutory threshold from time to time. Please note that the threshold may be changed annually.

3. Acknowledgment of Forfeiture and Claw-Back Provisions. In accepting this Agreement, Participant acknowledges being subject to the provisions of any forfeiture and claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of Applicable Law.

4. Securities Restrictions. Awards granted under the Plan do not constitute a public offer of the Shares. The Plan and this Agreement are only addressed to the Participant and other selected Employees and have not been offered or solicited by means of any public communication services. The Shares deliverable upon settlement of the RSUs under the Plan are not negotiable in Brazil.

5. Remittances. Any remittances from or to Brazil in connection with the Plan can only be carried out by means of a Brazilian financial institution authorized to operate in the foreign exchange market, which shall be responsible for withholding and paying any applicable Tax on Foreign Exchange Transactions and remitting the net amount after such deduction. For the purposes of such foreign exchange transactions, in accepting this Agreement, each Participant appoints the relevant Employer as his or her representative with special powers to perform any and all acts necessary for the contracting and formalization of the foreign exchange transactions with the Brazilian financial institution responsible for the remittance, including, but not limited to, powers to sign foreign exchange contracts, provide to the Brazilian financial institution the Participant's personal information and information related to the Participant's participation in the Plan, and present additional supporting documents required by the Brazilian financial institution responsible for the remittance.

6. Tax Withholding. The Participant shall be responsible for collecting and paying any income tax, withholding tax and any other employment related taxes in Brazil, that is attributable to (1) the grant or vesting of, or any benefit the Participant derives from, the PSUs, (2) the Participant's acquisition of Shares, (3) the disposal of any Shares, or (4) in the event of any repayment related to the scenario set forth in clause 18 above.

UNITED ARAB EMIRATES

The provisions of this **Country Schedule for United Arab Emirates** provide additional definitions and conditions for the purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in the UAE for tax, labour or securities law purposes.

1. Disclaimer. This Agreement has not been approved or licensed by the Securities and Commodities Authority or any other relevant licensing authorities or governmental agencies in the United Arab Emirates. This Agreement is strictly private and confidential and the terms of the Agreement and the Plan have not been reviewed by, deposited or registered with the Securities and Commodities Authority or any other licensing authority or governmental agencies in the United Arab Emirates. This offer is being issued from outside the United Arab Emirates to a limited number of Employees of a Subsidiary of the Company and must not be provided to any person other than the original recipient and may not be reproduced or used for any other purpose. Further, the information contained in this Agreement and the Plan is not intended to lead to the issue of any securities or the conclusion of any other contract of whatsoever nature within the territory of the United Arab Emirates.

2. Jurisdiction. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC – LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Dubai International Financial Centre The language to be used in the arbitration shall be English.

This Agreement does not form part of the Participant's employment for any purposes whatsoever.

THE USE OF THE FOLLOWING NOTATION IN THE EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND THE REGISTRANT CUSTOMARILY AND ACTUALLY TREATS SUCH INFORMATION AS PRIVATE OR CONFIDENTIAL: [***]

**PERFORMANCE STOCK UNIT AGREEMENT
PURSUANT TO THE
TECHNIPFMC PLC 2022 INCENTIVE AWARD PLAN**

This Performance Stock Unit Agreement (the “Agreement”) is made as of [] (the “Grant Date”) by TechnipFMC plc, a public limited company incorporated under the laws of England and Wales (the “Company”), and [] (the “Participant”).

The TechnipFMC 2022 plc Incentive Award Plan (the “Plan”), as it may be amended or restated from time to time, is incorporated by reference and made a part of this Agreement and will control the rights and obligations of the Company and the Participant under this Agreement. Except as otherwise expressly provided herein, all capitalized terms have the meanings provided in the Plan. To the extent there is a conflict between the Plan and this Agreement, the provisions of the Plan will prevail.

The provisions of this Agreement are replaced, superseded and/or supplemented, as applicable, by the provisions of the Country Schedules applicable to the Participant as set forth in Schedule A.

The Compensation & Talent Committee of the Company's Board of Directors (the “Committee”) determined that it would be to the competitive advantage and interest of the Company and its stockholders to grant an award of restricted stock units to the Participant, the amount of which will vary based on the Company's performance, as an inducement to remain in the service of the Company or one of its affiliates (collectively, the “Employer”).

The Committee, on behalf of the Company, grants to the Participant an award of [] performance-based restricted stock units (the “PSUs”) of the Company's ordinary shares (the “Shares”), which reflects the number of Shares to be delivered based on achievement of Target Performance as set forth on Exhibit A (the “Target PSUs”). The actual number of Shares earned by the Participant will depend upon the satisfaction of the performance goals and in the amounts set forth on Exhibit A hereto (the “Performance Goals”) over the performance period set forth therein (the “Performance Period”). The number of PSUs earned by the Participant will be determined at a meeting of the Committee following the completion of the Performance Period, at which time the Committee will review and approve the Company's calculation of the Company's performance against the Performance Goals. The total number of Shares to be delivered will vary between 0% and 200% of the Target PSUs depending on the Company's achievement against the Performance Goals. The number of Shares earned based on satisfaction of the Performance Goals being the “Earned PSUs.” No PSUs will be considered Earned PSUs unless and until the Compensation Committee certifies achievement against the Performance Goals. The date the Compensation Committee certifies achievement of such goals is the “Certification Date”.

The award is made upon the following terms and conditions:

1. Vesting and Settlement.

(a) The PSUs will vest on [] and after the conclusion of the Performance Period (the “Vesting Date”), subject to Participant's continued employment, appointment or service through the Vesting Date, other than as provided in Sections 2 or 3 below. All PSUs will be forfeited upon Participant's Termination of Service before the Vesting Date other than as provided in Sections 2 or 3 below. **Prior to the Vesting Date, an Award remains subject to substantial risk of forfeiture.**

(b) Shares equal to the vested and Earned PSUs will be delivered to the Participant on the third business day following the later of the Certification Date or the Vesting Date (the “Settlement Date”); provided, however, that the Settlement Date shall in no event be later than the date that is two and

one-half months following the last day of the Performance Period (for the avoidance of doubt, this deadline is intended to comply with the "short-term deferral" exception from Section 409A of the Code).

2. Death, Disability or Retirement.

(a) Notwithstanding Section 1 hereof, in the event of the Participant's death or Disability (as defined below) prior to the Vesting Date, the Participant (or his/her heirs, as the case may be) will retain the right to receive the Shares equal to the Earned PSUs on the Settlement Date.

(b) Notwithstanding Section 1 hereof, in the event of the Participant's Retirement (as defined below) prior to the Vesting Date, the Participant will retain the right to receive the Shares equal to the Earned PSUs on the Settlement Date.

3. Change in Control. Notwithstanding anything in this Agreement to the contrary, upon a Change in Control the "Earned PSUs" will equal the Target PSUs and, where the surviving corporation or any parent corporation thereof:

(a) assumes or continues the Award, such Earned PSUs shall continue to be subject to vesting and forfeiture as provided in Sections 1 and 2, payable on the Vesting Date; provided, however, in the event of the Participant's Termination of Service prior to the Vesting Date for a reason (i) other than Participant's engaging in a Detrimental Activity (as defined below) or (ii) by Participant for Good Reason (as defined below) within twenty-four (24) months following the consummation of a Change in Control (the "Protection Period"), such Earned PSUs shall be payable upon the date of Participant's Termination of Service, subject to Section 14.

(b) does not assume or continue the Award, such Earned PSUs shall be payable on the consummation of the Change in Control.

4. Confidentiality and Non-Competition. The Participant acknowledges that Participant is in possession of and has access to Confidential Information, as defined in Exhibit B, of the Company and its Subsidiaries, including material relating to the Company's business, products, services, current and planned operations, in addition to being introduced to important actual and potential clients, customers, investors, service providers, vendors, suppliers, business partners, and other relationships of the Company. Participant acknowledges that the business, products, and services of the Company and its Subsidiaries are highly specialized and that it is essential that they be protected. Accordingly, by acceptance of the PSUs, Participant agrees to be bound by the terms and conditions of the Confidentiality and Non-Compete Agreement (the "Confidentiality and Non-Compete Agreement") set forth on Exhibit B, which is incorporated herein by reference.

5. Rights and Obligations as Stockholder.

(a) Prior to the Settlement Date, the Participant may not vote, sell, exchange, transfer, pledge, hypothecate or otherwise dispose of any of the PSUs. The Participant will receive Dividend Equivalents on Earned PSUs, where applicable (see country annex for exceptions). Dividend Equivalents will be payable in cash only with respect to Earned PSUs and only on the Settlement Date.

(b) After the Settlement Date, the Participant agrees to comply with any and all Applicable Laws, the Company Policies (as defined in Section 20) and all other applicable Company policies regarding trading in the Shares received.

6. No Limitation on Rights of the Company. The granting of PSUs will not in any way affect the right or power of the Company to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate, reincorporate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

7. Employment. Nothing in this Agreement or in the Plan will be construed as constituting a commitment, guarantee, agreement or understanding of any kind or nature that the Employer will continue to employ, work with or appoint the Participant, or as affecting in any way the right of the Employer to terminate the employment, service or appointment of the Participant at any time.

8. Government Regulation. The Company's obligation to deliver Shares will be subject to all Applicable Laws, rules and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required.

9. Withholding. The Employer, in accordance with the terms of the Plan, will comply with all applicable withholding tax laws and will be entitled to take any action necessary to effectuate such compliance. The Company may withhold a portion of the Shares to which the Participant or beneficiary otherwise would be entitled equivalent in value to the taxes required to be withheld, determined based upon the Fair Market Value of the Shares. For purposes of withholding, Fair Market Value shall be equal to the closing price (as reported on the New York Stock Exchange) of the amount of the Shares earned by the Participant pursuant to this award on the Settlement Date, or, if the Settlement Date is not a business day, the next business day immediately following the Settlement Date.

10. Notice. Any notice to the Company provided for in this Agreement will be addressed to it in care of its Secretary, TechnipFMC plc, John T. Gremp Campus, 13450 Lockwood Road, Houston, Texas 77044, and any notice to the Participant (or other person entitled to receive the PSUs) will be addressed to such person at the Participant's address now on file with the Company, or to such other address as either may designate to the other in writing. All notices will be deemed to be duly given as provided in Section 13.

11. Administration. The Committee administers the Plan and delegates certain administrative authority in accordance with the Equity Plan Committee Grant Policy adopted by the Committee. The Participant's rights under this Agreement are expressly subject to the terms and conditions of the Plan and the Sub-Plans, if any, a copy of which has been made available to the Participant.

12. Binding Effect. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

13. Sole Agreement. This Agreement constitutes the entire agreement between the parties to it relating to the PSUs and supersedes any and all prior oral and written representations. This Agreement may only be amended by written agreement between the Company and the Participant.

14. Delivery of Documents. Any document relating to participation in the Plan or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any, provided for the Participant by the Company, or upon deposit in a government sponsored postal service, by registered or certified mail, or with an internationally recognized overnight courier service, with postage and fees prepaid, addressed to the other party at the address shown below that party's signature hereto or at such other address as such party may designate in writing from time to time to the other party.

15. Description of Electronic Delivery. The Plan documents, which include: the Plan, this Agreement, the Plan's prospectus, or any reports of the Company provided generally to the Company's stockholders, may be delivered to the Participant electronically. In addition, the Participant may deliver electronically the Agreement to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company. The Participant may revoke his or her consent to the electronic delivery of documents or may change the electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents described herein. Electronic execution of this Agreement shall have the same binding effect as a written or hard copy signature and accordingly, shall bind the Participant and the Company to all of the terms and conditions set forth in the Plan and this Agreement.

16. Paper Copies. Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery or execution of such document fails.

17. Section 409A. This Award is intended to comply with or be exempt from Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, "Section 409A"). Notwithstanding any other provision of the Plan or this Agreement, if at any time the Administrator determines that this Award (or any portion thereof) may be subject to Section 409A, then (a) to the extent necessary to avoid any imposition of taxes under Section 409A on the Participant, and payment of the Award is made upon the Participant's termination of employment or service, then such payment will only be made if such termination is a "separation from service" within the meaning of Section 409A and if the Participant is a "specified employee" as defined in Section 409A, then such payment will be delayed until the first business day following the six month anniversary of such separation from service, (b) to the extent necessary to avoid any imposition of taxes under Section 409A on the Participant, and payment of the Award is made upon or following a Change in Control, then such payment will only be made if such Change in Control is a "change in control event" as defined in Section 409A, and (c) the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify the Participant or any other person for failure to do so) to adopt such amendments to the Plan or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

18. Clawback. This Award and any other Awards granted to the Participant (including any proceeds, gains or other economic benefit actually or constructively received by Participant upon receipt, vesting, settlement or exercise of this Award or upon the receipt or resale of any Shares underlying this Award) shall be subject to the provisions of the Company's *Clawback Policy* as in effect from time to time, including, without limitation, any modifications thereto as is necessary to comply with the requirements of Applicable Law, including, without limitation, the Dodd-Frank Wall Street Reform and

Consumer Protection Act and any rules or regulations promulgated thereunder. In addition, in the event the Participant engages in Significant Misconduct, the Committee may, in its sole discretion, recover the PSUs and any other Awards (including any proceeds, gains or other economic benefit the Participant actually or constructively receives upon receipt of the Award or the vesting, exercise, settlement or resale of any Shares underlying any Awards) if the Awards were awarded, vested, exercised, settled or paid during the Significant Misconduct Period by: (a) cancelling any Award, in whole or in part, whether or not vested or deferred, (b) requiring the Participant repay to the Company any gain realized or payment received upon the vesting, exercise or settlement of the Award or sale of the underlying Shares valued as of the date of vesting, exercise, settlement or sale, as applicable, and/or (c) reducing or offsetting future incentive compensation.

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

20. Data Privacy. This clause cancels and supersedes clause 11.8 of the Plan. Each Participant acknowledges that, in order to perform, including to implement, manage and administer the Plan and the Agreement ("Purposes"), it is necessary to collect and process personal information concerning the Participant including: Participant's name, home address, telephone number, date of birth, social security number (where allowed), or insurance number, or national identification number (where allowed), passport number (where allowed), salary, nationality, job title(s), any shares of stock held in the Company or any of its Subsidiaries, details of all Awards ("Data"). Company, having its registered office at [], is the data controller for such processing. As the case may be, Data are collected directly from the Participant or are provided by the Employer.

The Data collected for the Purposes are processed on the basis of the performance of the Agreement. In addition, Company uses the Data (i) in order to comply with securities law and financial reporting and other legal requirements, and (ii) on the basis of its legitimate interest in case of a pending and/or threatening dispute and/or (legal) claim, investigation by a relevant supervisory authority, litigation or arbitration, to determine its legal position, in order to obtain (external) advice and/or to establish and/or defend its (legal) position and/or to exercise a (legal) claim.

Data may be disclosed to Subsidiaries' (including Employer) or to third-party stock plan administrators (including banks, brokers, custodians, central securities depositories, stock exchanges, etc.), their respective auditors, advisors and consultants and any other parties as may be required or appropriate for the Purposes. Data may also be made available to public authorities where required by law or regulation and may also be disclosed to judicial and arbitration courts and/or committees and external advisors. These entities and authorities may be located in the United States, the European Economic Area, or elsewhere, including in territories where data protection laws may not be as protective as in the Participant's jurisdiction of residence. Where relevant, the Company and its Subsidiaries will implement appropriate safeguards as required by applicable law to ensure the protection of the Data when disclosing the Data to a third party or transferring data to a third country, such as implementing the standard contractual clauses adopted by the European Commission and the UK Government or relying on an adequacy decision (if available). Participant may request a copy of such safeguards by contacting the TechnipFMC Data Protection Office at privacy@TechnipFMC.com or Participant's local human resources representative.

Participant may request to have access to the Data, to rectify any such Data, to erase the Data, to restrict processing of the Data, to object to the processing of the Data, as well as request Data portability pursuant to Articles 15 to 21 of the GDPR and the UK GDPR, and has the right to file complaints and/or claims with the competent data protection authority. Requests regarding the Data, questions or complaints may be addressed by contacting the TechnipFMC Data Protection Office at privacy@TechnipFMC.com or Participant's local human resources representative.

It is obligatory for the Participant to provide any Data requested for the purposes of entering into the Agreement. If the Participant chooses not to furnish any Data requested or restrict the processing of the Data, Company will not be able to perform its obligations under the Plan.

Data will be held and used only as long as is necessary for the Purposes. Only where the Company and/or its Subsidiaries are legally obliged to (e.g. for compliance with legal and financial reporting purposes), or where this is necessary for defending their interests in the context of judicial proceedings, the Company and/or its Subsidiaries will store the Data for longer periods. Participant may request further information on retention period applicable to the Data by contacting the TechnipFMC Data Protection Office at privacy@TechnipFMC.com or Participant's local human resources representative.

Participant may find further country-specific information on the processing of the Data under Schedule A of the Agreement, including but not limited to the contact details of the local Data Protection Officer, if any.

If Participant is employed by a Subsidiary established outside of the UK or European Economic Area and to the extent its consent to the processing and/or the transfer of Data is required by applicable law (see country-specific information in Schedule A of the Agreement), Participant hereby consents to such processing and/or transfer as described in this clause 20 of the Agreement. At any time, Participant may withdraw the consent given herein in writing by contacting the TechnipFMC Data Protection Office at privacy@TechnipFMC.com or Participant's local human resources representative. Participant acknowledges, agrees and accepts that in the event he or she chooses to withdraw his or her consent, Company may not be able to perform its obligations and administer the Plan and the Agreement.

21. Securities Law Notification and Restrictions on Trading. The Company's *Code of Business Conduct* and *Insider Trading Policy* (the "Company Policies") and the insider trading and anti-market abuse rules of the U.S. Securities Exchange Act, the Market Abuse Regulation ((EU) No 596/2014 (MAR) and the UK Market Abuse Exit Regulations 2019 (collectively the "Insider Trading Rules"), may impact the ability to sell Shares acquired under this Agreement and the Plan while the Participant has material nonpublic inside information regarding the Company. In addition, the Insider Trading Rules prohibit the Participant from recommending to other persons to engage in insider trading or induce other persons to engage in insider trading, unlawfully disclose material non-public inside information and/or engage in or attempt to engage in market manipulation while in possession of material non-public inside information. By accepting this Agreement, the PSUs granted hereunder and participating in the Plan, Participant acknowledges having read and understood this Securities Law Notification and further acknowledges that it is Participant's responsibility to comply with the Company Policies and the Insider Trading Rules.

22. Funding. The PSUs represent an unfunded promise to pay and deliver Shares in the future. The Company may settle the PSUs through newly issued Shares, treasury Shares or Shares held in an employee benefit trust (EBT) established for the administrative convenience of the Company for the purpose of issuing Shares in settlement on behalf of the Company of Awards under the Plan, in its sole discretion and not for the purposes of funding the Plan. The Participant has no right to any Shares held in any EBT, or to have the PSUs settled on behalf of the Company in any Shares held by an EBT.

23. Definitions.

Unless otherwise provided on Schedule A, the Country Schedule:

- (a) "Detrimental Activity" means

(i) the Participant's willful and continued failure to substantially perform the Participant's employment duties in any material respect (other than any such failure resulting from Disability), after a written demand for substantial performance is delivered to the Participant that specifically identifies the manner in which the Company believes the Participant has failed to perform the Participant's duties, and after the Participant has failed to resume substantial performance of the Participant's duties on a continuous basis within thirty (30) calendar days of receiving such demand;

(ii) the Participant's willfully engaging in other conduct which is demonstrably and materially injurious to the Company or an affiliate;

(iii) the Participant's having been convicted of, or pleading guilty or nolo contendere to, a felony under federal or state law; or

(iv) the Participant's breach of any provision of the Confidentiality and Non-Compete Agreement.

(b) "Disability" means Participant's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that can be expected to last for a continuous period of not less than twelve (12) months.

(c) "Good Reason" means, without the Participant's express written consent, the occurrence of any one or more of the following during the Protection Period:

(i) the assignment to the Participant of duties that result in a material diminution of the Participant's authorities, duties, responsibilities, and status (including, without limitation, offices, titles and reporting requirements) as an employee of the Company (including, without limitation, any material adverse change in duties or status as a result of the stock of the Company ceasing to be publicly traded or of the Company becoming a subsidiary of another entity, or any material adverse change in the Participant's reporting relationship, such as the chairman or chief executive officer ceasing to report to the Board of Directors of a publicly traded company), or a reduction or alteration in the nature or status of the Participant's authorities, duties, or responsibilities from the greatest of those in effect (x) on the Grant Date, (y) during the fiscal year immediately preceding the year of the Change in Control, and (z) on the date immediately preceding the Change in Control;

(ii) the Company's requiring the Participant to be based at a location which is at least one hundred (100) miles further from the Participant's then current assigned work location immediately prior to the Change in Control, except for required travel on the Company's business to an extent substantially consistent with the Participant's business obligations as of the Grant Date or as the same may be changed from time to time prior to a Change in Control;

(iii) a material reduction by the Company in the Participant's then current salary of record paid as annual salary (excluding amounts received under incentive or other bonus plans), as in effect on the Grant Date or as the same may be increased during the Protection Period;

(iv) a material reduction in the Participant's level of participation in any of the Company's short- and/or long-term incentive compensation plans, or employee benefit or retirement plans, policies, practices, or arrangements in which the Participant participates from the greatest of the levels in place (x) on the Grant Date, (y) during the fiscal year immediately preceding the year of the Change in Control and (z) on the date immediately preceding the Change in Control; or

(v) any termination of Participant's employment by the Company that is not effected pursuant to a written notice of termination which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Participant's employment.

The existence of Good Reason will not be affected by the Participant's temporary incapacity due to physical or mental illness not constituting a Disability. The Participant's continued employment will not constitute a waiver of the Participant's rights with respect to any circumstance constituting Good Reason; however, "Good Reason" for Participant's separation from employment will exist only if: the Participant provides written notice to the Company within ninety (90) days of the occurrence of any of the above listed events; the Company fails to cure the event within thirty (30) days following the Company's receipt of Participant's written notice; and the Participant separates from employment with the Company effective not later than twenty four (24) months after the original occurrence of the "Good Reason" event. For sake of clarity, the event giving rise to a Good Reason termination must occur during the Protection Period, but Participant's actual termination of employment for Good Reason may occur after the end of the Protection Period, and such termination will be treated as if it occurred during the Protection Period for purposes of Section 3.

(d) "Retirement" means termination of the Participant's employment on or after the date that the Participant reaches the age of 62.

(e) "Significant Misconduct" means any conduct constituting fraud, material theft of the assets of the Company or its affiliates, bribery, corruption, other illegal acts, gross negligence, or willful misconduct involving the Company or its affiliates, in each case as determined in the sole discretion of the Committee.

(f) "Significant Misconduct Period" means the twenty-four (24) months before and after the occurrence, discovery, or public disclosure of Significant Misconduct.

The Participant's electronic signature below indicates the Participant's acknowledgement and acceptance of the terms and conditions of this Agreement (including the Exhibits attached hereto) and the Plan.

Executed as of the Grant Date.

TechnipFMC plc

By:	<u>Nisha Rai</u>	<u></u>
Name:	Executive Vice President, People & Culture	[Participant Name]
		Signed Electronically Via Online Process

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.

EXHIBIT A

**Performance Period: []
Performance Goals and Earned PSUs**

[]**

EXHIBIT B

CONFIDENTIALITY AND NON-COMPETE

1. Confidentiality. Participant must not (except in the proper performance of Participant's duties) while employed by the Employer or at any time without limit after the date on which Participant's employment with the Employer terminates:

(a) divulge or communicate to any person;

(b) use for Participant's own purposes or for any purposes other than those of the Employer or, as appropriate, any of its clients; or

(c) through any failure to exercise due care and diligence, cause any unauthorized disclosure of; any trade secrets, confidential, or proprietary information relating to the Company or any Subsidiary or any of its clients ("Confidential Information"). Confidential Information does not include any information that (i) is or becomes generally available to the public other than as a result, in whole or in part, by Participant's disclosure or wrongful act; (ii) was available to Participant on a non-confidential basis before its disclosure by a member of the Company or any Subsidiary; or (iii) becomes available to Participant on a non-confidential basis from a source other than the Company or any Subsidiary, provided that such source is not bound by a confidentiality agreement with the Company or any Subsidiary. Participant must at all times use best efforts to prevent publication or disclosure of any Confidential Information. Participant further agrees that if Participant is questioned about information subject to this Agreement by anyone not authorized to receive such information, Participant will notify the Company within 24 hours. Except as required in performing Participant's duties for the Company or any Subsidiary, Participant agrees not to remove from the Company's or any Subsidiary's premises or its control any Confidential Information including by copying or transmitting such information via personal digital device, mobile phone, external hard drives, USB "flash" drives, USB storage devices, Fire Wire storage devices, floppy discs, CD's, DVD's, personal email accounts, online or cloud storage accounts, memory cards, zip discs, and any other similar media or means of transmitting, storing, or archiving data outside of Company-supported systems. Upon termination of employment Participant agrees to return all Confidential Information in whatever form to the Company within 24 hours.

2. Restrictions. In the course of Participant's employment Participant has been exposed to, and will continue to be exposed to, Confidential Information and will acquire other proprietary knowledge relating to the Company's and Subsidiaries' current and planned operations in addition to being introduced to important actual and potential clients, customers, investors, service providers, vendors, suppliers, business partners, and other relationships of the Company and with other Subsidiaries. As such, the Company will be entrusting Participant with the goodwill of the Company and Confidential Information. Therefore, subject to the terms of Clause 3, Participant agrees that:

(a) Participant will not during the period of Participant's employment with the Employer and for a period of 12 months after the termination of Participant's employment (the "Restricted Period"), either directly, or indirectly through any other person, firm, or other organization (each, a "Person"), that is engaged in the business of projects, technologies, systems and services in the field of oil, gas and petrochemicals (the "Business"), including but not limited to: Baker Hughes Company, Halliburton Company, McDermott International, Inc., National Oilwell Varco, Inc., Saipem S.p.A, Schlumberger Limited, Subsea 7 S.A., Weatherford International plc, and any companies in their respective corporate groups and any successors thereto (each a "Restricted Entity");

(i) solicit, entice, or induce any Person that at any time during the last year of Participant's employment with the Employer (that period referred to as the "Relevant Period") was a supplier of the Company or a Subsidiary (and with whom Participant or one of Participant's direct reports was actively involved during that time or in respect of which Participant is in possession of Confidential Information) to reduce the level of business between the supplier and the Company or such Subsidiary and Participant will not approach any supplier for that purpose or authorize or approve the taking of such actions by any other Person;

(ii) solicit business that is of the same or similar nature as that part of the Business with which Participant was materially concerned at any time during the Relevant Period or in respect of which Participant is in possession of Confidential Information as a result of Participant's employment during the Relevant Period (such business referred to as the "Restricted Business") from any Person that at any time during the Relevant Period was a customer or client of the Company or a Subsidiary (and with whom Participant or one of Participant's direct reports was actively involved during that time or in respect of which Participant is in possession of Confidential Information) and Participant will not approach any client or customer for that purpose or authorize or approve the taking of such actions by any other Person. For the purposes of this restriction, the expression "customer or client" shall include all Persons from whom the Company or a Subsidiary has received inquiries for the provision of goods or services with respect to the Business where such inquiries have not been concluded;

(iii) within the Restricted Area (as defined below) during the Restricted Period or for any period which Participant is privy to any Confidential Information, be employed or engaged in or actively providing Participant's services to any Restricted Entity, or business which is the same as or similar to the Business. The Restricted Area means each country, territory, county, parish, borough, or equivalent thereof in which (A) the Company or a Subsidiary that employs the Participant has customers or service assignments about which Participant received or obtained Confidential Information during his/her employment; (B) the Participant had a customer or service assignment for the Company or any Subsidiary in the one-year period preceding, or (C) in which the Company or any Subsidiary had a work site, job site, facility, or office at which the Participant had work activity for the Company or any Subsidiary in the one-year period preceding (the "Restricted Area"). The restrictions of this Clause 2 shall likewise apply if, although Participant's place of work is located outside the Restricted Area, Participant's activity is performed for the benefit of a Restricted Business located in the Restricted Area.

(b) During the Restricted Period, Participant will not employ or engage or otherwise solicit, entice, or induce any person who, during the Relevant Period, was an employee, consultant, or contractor of the Company or a Subsidiary and who was employed during that period in a senior sales, marketing, financial, managerial, professional, or equivalent capacity to become employed or engaged by Participant or any other Person, and Participant will not approach any such person for such purpose or authorize or approve the taking of such actions by any other Person.

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

(a) If Participant is a resident of California on the Grant Date, the "Restricted Period" for purposes of Clause 2(a) shall be limited to the period of Participant's employment with the Employer.

(b) The restrictions contained in Clause 2 will not apply if Participant has received the prior written consent of the Company to Participant's activities or if Participant will not be in competition with the Business in carrying out those activities.

(c) If the Employer suspends any of Participant's duties under any notice period or garden leave provision of any employment contract entered into between Participant and the Company or any Subsidiary, the period after the end of Participant's employment during which the restrictions shall apply shall be reduced so that the aggregate of the period of the suspension and the post-termination restrictions shall not exceed 12 months.

(d) The Company may add or remove entities from the list of Restricted Entities if there are any corporate re-organizations, mergers, acquisitions, divestitures, or other material changes in the corporate structure of any Restricted Entity and will notify Participant in writing of any changes to that list.

(e) Each of the restrictions in Clause 2 are separate and severable restrictions and are considered by the parties to be reasonable in all circumstances. It is agreed that if any such restriction by itself, or taken together, shall be adjudged to go beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the Employer but would be adjudged reasonable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) or reduction(s) as may be necessary to make it or them valid and effective. To the extent that any of the restrictions may not be so modified and would otherwise be unenforceable, then such restriction may be stricken from this Agreement without nullifying this Agreement or any other portion of this Agreement that would otherwise be enforceable.

(f) Participant acknowledges that Participant voluntarily agreed to the covenants set forth in Clause 2, and that the limitations and restrictions set forth herein, including geographical and temporal restrictions on certain competitive activities, are reasonable in all respects; are not oppressive; are material and substantial parts of this Agreement; and are intended and necessary to prevent unfair competition and protect the Company's and its Subsidiaries' Confidential Information, goodwill, and substantial and legitimate business interests, while allowing Participant to reasonably perform a business activity in line with Participant's acquired skills and expertise without breaching the restrictions contained within Clause 2.

4 . Consideration. Participant acknowledges that the grant of the PSUs is sufficient consideration for entering into the restrictions in Clauses 1 and 2.

5 . Non-Interference with Whistleblower Rights. Nothing in this Confidentiality and Non-Compete Agreement prohibits the Participant from reporting possible violations of law or regulation to any governmental agency or entity or making disclosures that are protected under a "whistleblower" provision of law.

6 . Enforcement of Covenants. The Company may take any and all action that it determines necessary and legally permissible to enforce this Agreement or to prevent any breach or threatened breach of Clause 1 or 2 of this Agreement, including but not limited to recovery of any damages caused by such breach or threatened breach, and/or taking court action to stop a Participant from breaching or potentially breaching the Agreement. Because of the difficulty of measuring economic losses to the Company and any Subsidiary from Participant's breach of Clause 1 or 2 of this Agreement, and because of the immediate and irreparable damage that such breach would cause, with no other adequate remedy at law, Participant agrees that in the event the Company determines in its sole discretion that Participant is in breach or is threatening to breach of any such provisions, the Company is entitled to obtain injunctive relief (without the requirement of posting a bond) from a court of competent jurisdiction to stop or prohibit any such breach or threatened breach. Such injunctive relief is not the Company's only or exclusive remedy for a breach or threatened breach of these covenants, but instead is in addition to all other rights and remedies available to the Company at law and in equity, including recovery of specific damages.

SCHEDULE A
TO TECHNIPFMC PLC 2022 INCENTIVE AWARD PLAN
PERFORMANCE STOCK UNIT AWARD AGREEMENT

COUNTRY SCHEDULE

This Schedule A includes (i) additional terms and conditions applicable to all Participants providing services to the Company outside the United States, and (ii) additional terms applicable to Participants providing services to the Company in the countries identified below. These terms and conditions are in addition to those set forth in the Agreement, unless otherwise noted, and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail. Any capitalized term used in this Schedule A without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

Participants are advised to seek appropriate professional advice as to how the relevant exchange control and tax laws in the country of residence may apply to Awards.

I. GLOBAL PROVISIONS APPLICABLE TO ALL PARTICIPANTS

By acceptance of the Award, the Participant acknowledges and agrees that:

(a) No Guarantee of Continued Service. THE VESTING OF THE PERFORMANCE SHARE UNITS PURSUANT TO THE VESTING SCHEDULE WILL OCCUR ONLY IF THE PARTICIPANT CONTINUES AS A DIRECTOR, OR EMPLOYEE (AS APPLICABLE) OF THE COMPANY OR A SUBSIDIARY THROUGH THE APPLICABLE VESTING DATE, OTHER THAN AS SPECIFICALLY PROVIDED IN THE AGREEMENT. THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A DIRECTOR OR EMPLOYEE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH THE RIGHT OF THE COMPANY OR ANY SUBSIDIARY TO EFFECT A TERMINATION OF SERVICES AT ANY TIME, AND FOR ANY REASON, NOR SHALL IT BE CONSTRUED TO AMEND OR MODIFY THE TERMS OF ANY CONSULTANCY, DIRECTORSHIP, EMPLOYMENT OR OTHER SERVICE AGREEMENT BETWEEN A PARTICIPANT AND THE COMPANY OR ANY SUBSIDIARY.

(b) The Plan is discretionary in nature and that, subject to the terms of the Plan, the Company can amend, cancel or terminate the Plan at any time.

(c) The grant of the PSUs under the Plan is voluntary and occasional and does not give Participant any contractual or other right to receive PSUs or benefits in lieu of PSUs in the future, even if a Participant has have received PSUs repeatedly in the past.

(d) All determinations with respect to any future awards, including, but not limited to, the times when awards under the Plan shall be granted and the terms thereof, including the time or times when any PSUs may vest, will be at the sole discretion of the Administrator.

(e) Participation in the Plan is voluntary.

(f) The value of the PSUs is an extraordinary item of compensation that is outside of the scope any directorship, consultancy or employment contract or relationship.

(g) The PSUs are not part of normal or expected compensation or salary for any purpose, including, without limitation, calculating severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or similar payments.

(h) The PSUs shall expire, terminate and be forfeited upon Termination of Services for any reason, except as otherwise explicitly provided in this Agreement as may be modified by this Schedule A and/or the Plan.

(i) The future value of the Shares that may be issued upon vesting of the PSUs is unknown and cannot be predicted with any certainty.

(j) No claim or entitlement to compensation or damages arises from the expiration, termination or forfeiture of the PSUs or any portion thereof.

(k) Neither the Company nor any Subsidiary has provided, nor will they provide, any Participant with specific tax, legal or financial advice with respect to the PSUs, the Shares issuable upon vesting of PSUs, this Agreement, this Schedule A or the Plan. Neither the Company nor any Subsidiary is making, nor have they made any recommendations relating to participation in the Plan, the receipt of the PSUs or the acquisition or sale of Shares upon receipt of PSUs.

(l) The Participant shall bear any and all risk associated with the exchange of currency and the fluctuation of currency exchange rates in connection with this Award, including without limitation in connection with the sale of any Shares issued upon settlement of the PSUs.

(m) It shall be the Participant's responsibility to comply with any and all exchange control requirements applicable to the PSUs and the sale of Shares issued upon settlement of the PSUs and any resulting funds including, without limitation, reporting or repatriation requirements.

(n) The Participant shall be responsible for legal compliance requirements relating to the PSUs or the ownership and possible sale of any Shares issued upon settlement of the PSUs, including, but not limited to, tax reporting, the exchange of U.S. dollars into or from local currency, the transfer of funds to or from the United States, and the opening and use of a U.S. brokerage account.

(o) If this Agreement, the Plan, any website or any other document related to the PSUs is translated into a language other than English, and if the translated version is different from the English version, the English language version will take precedence. By acceptance of the PSUs, the Participant confirms having read and understood the documents relating to the Plan and the PSUs, including, without limitation, this Agreement and this Schedule A, which were provided in English, and waives any requirement for the Company to provide these documents in any other language.

(p) The Participant's right to vest in the PSUs will terminate effective as of the date that is the earlier of (1) the effective date of the Participant's Termination of Services (whether or not in breach of local labor laws), or (2) the date he/she is no longer actively providing services, regardless of any notice period or period of pay in lieu of such notice required under Applicable Laws (including, but not limited to statutory law, regulatory law and/or common law); the Company shall have the exclusive discretion to determine when the Participant is no longer actively providing services for purposes of the PSUs.

(q) To the extent the Participant is providing services in a country identified in Section II of this Schedule A, such Participant understands and agrees that the provisions for such country apply and are incorporated into the Agreement.

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

BRAZIL

The provisions of this **Country Schedule for Brazil** provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Brazil for tax, labour or securities law purposes.

1. Acknowledgment of Nature of Plan and PSUs. In accepting this Agreement, Participant acknowledges that in the event of termination of Participant's employment (whether or not in breach of local labor laws), Participant's rights to unvested PSUs under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under applicable local laws (e.g., active employment would not include a period of "garden leave" or notice period). The Administrator shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of Participant's PSUs.

2. Exchange Control Information. If Participant is a resident or domiciled in Brazil, Participant will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than the applicable statutory threshold from time to time. Please note that the threshold may be changed annually.

3. Acknowledgment of Forfeiture and Claw-Back Provisions. In accepting this Agreement, Participant acknowledges being subject to the provisions of any forfeiture and claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of Applicable Law.

4. Securities Restrictions. Awards granted under the Plan do not constitute a public offer of the Shares. The Plan and this Agreement are only addressed to the Participant and other selected Employees and have not been offered or solicited by means of any public communication services. The Shares deliverable upon settlement of the PSUs under the Plan are not negotiable in Brazil.

5. Remittances. Any remittances from or to Brazil in connection with the Plan can only be carried out by means of a Brazilian financial institution authorized to operate in the foreign exchange market, which shall be responsible for withholding and paying any applicable Tax on Foreign Exchange Transactions and remitting the net amount after such deduction. For the purposes of such foreign exchange transactions, in accepting this Agreement, each Participant appoints the relevant Employer as his or her representative with special powers to perform any and all acts necessary for the contracting and formalization of the foreign exchange transactions with the Brazilian financial institution responsible for the remittance, including, but not limited to, powers to sign foreign exchange contracts, provide to the Brazilian financial institution the Participant's personal information and information related to the Participant's participation in the Plan, and present additional supporting documents required by the Brazilian financial institution responsible for the remittance.

6. Tax Withholding. The Participant shall be responsible for collecting and paying any income tax, withholding tax and any other employment related taxes in Brazil, that is attributable to (1) the grant or vesting of, or any benefit the Participant derives from, the PSUs, (2) the Participant's acquisition of Shares, (3) the disposal of any Shares, or (4) in the event of any repayment related to the scenario set forth in clause 18 above.

UNITED ARAB EMIRATES

The provisions of this **Country Schedule for United Arab Emirates** provide additional definitions and conditions for the purpose of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in the UAE for tax, labour or securities law purposes.

1. Disclaimer. This Agreement has not been approved or licensed by the Securities and Commodities Authority or any other relevant licensing authorities or governmental agencies in the United Arab Emirates. This Agreement is strictly private and confidential and the terms of the Agreement and the Plan have not been reviewed by, deposited or registered with the Securities and Commodities Authority or any other licensing authority or governmental agencies in the United Arab Emirates. This offer is being issued from outside the United Arab Emirates to a limited number of Employees of a Subsidiary of the Company and must not be provided to any person other than the original recipient and may not be reproduced or used for any other purpose. Further, the information contained in this Agreement and the Plan is not intended to lead to the issue of any securities or the conclusion of any other contract of whatsoever nature within the territory of the United Arab Emirates.

2. Jurisdiction. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC – LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Dubai International Financial Centre The language to be used in the arbitration shall be English.

This Agreement does not form part of the Participant's employment for any purposes whatsoever.

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13A-14(A) AND RULE 15D-14(A)
OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED**

I, Douglas J. Pferdehirt, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the period ended March 31, 2024 of TechnipFMC plc (the "registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 26, 2024

/s/ DOUGLAS J. PFERDEHIRT

Douglas J. Pferdehirt
Executive Chairman and Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO RULE 13A-14(A) AND RULE 15D-14(A)
OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED**

I, Alf Melin, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the period ended March 31, 2024 of TechnipFMC plc (the "registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 26, 2024

/s/ ALF MELIN

Alf Melin

Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
UNDER SECTION 906 OF THE SARBANES-OXLEY
ACT OF 2002, 18 U.S.C. SECTION 1350**

I, Douglas J. Pferdehirt, Executive Chairman and Chief Executive Officer of TechnipFMC plc (the "Company"), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

(a) The Quarterly Report on Form 10-Q of the Company for the period ended March 31, 2024, as filed with the Securities and Exchange Commission (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 26, 2024

/s/ DOUGLAS J. PFERDEHIRT

Douglas J. Pferdehirt
Executive Chairman and Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
UNDER SECTION 906 OF THE SARBANES-OXLEY
ACT OF 2002, 18 U.S.C. SECTION 1350**

I, Alf Melin, Executive Vice President and Chief Financial Officer of TechnipFMC plc (the "Company"), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

(a) The Quarterly Report on Form 10-Q of the Company for the period ended March 31, 2024, as filed with the Securities and Exchange Commission (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 26, 2024

/s/ ALF MELIN

Alf Melin

Executive Vice President and Chief Financial Officer

(Principal Financial Officer)