Ordinary shares, $1.00 par value per share

430,973,995

Class

Outstanding at April 24, 2024

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

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

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

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

Emerging growth company

☐

Non-accelerated filer

☐

Smaller reporting company

☐

Large accelerated filer

☒

Accelerated filer

☐

Exchange Act.

growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the

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

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 has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-

90 days. Yes ☒ No ☐

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

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

Ordinary shares, $1.00 par value per share

FTI

New York Stock Exchange

Title of each class

Trading Symbol

Name of each exchange on which registered

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

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

(Registrant’s telephone number, including area code)

+1 281-591-4000

(Address of principal executive offices)

(Zip Code)

United States of America

77044

Houston, Texas

One Subsea Lane

(State or other jurisdiction of incorporation or organization)

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

United Kingdom

98-1283037

(Exact name of registrant as specified in its charter)

TechnipFMC plc

Commission File Number: 001-37983

For the transition period from \_\_\_\_\_ to \_\_\_\_\_ .

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

or

For the quarterly period ended March 31, 2024

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

FORM 10-Q

Washington, D.C. 20549

SECURITIES AND EXCHANGE COMMISSION

UNITED STATES

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Item 1. Financial Statements (Unaudited)

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extent required by law.

looking statements after the date they are made, whether as a result of new information, future events or otherwise, except to the

statements, which speak only as of the date hereof. We undertake no obligation to publicly update or revise any of our forward-

obtain sufficient bonding capacity for certain contracts. We caution you not to place undue reliance on any forward-looking

unfavorable currency exchange rates; risk in connection with our defined benefit pension plan commitments; and our inability to

authorities; potential departure of our key managers and employees; adverse seasonal, weather, and other climatic conditions;

company; uninsured claims and litigation against us; tax laws, treaties and regulations and any unfavorable findings by relevant tax

protection and data security; the additional restrictions on dividend payouts or share repurchases as an English public limited

and safety, labor and employment, import/export controls, currency exchange, bribery and corruption, taxation, privacy, data

comply with existing and future laws and regulations, including those related to environmental protection, climate change, health

vessels and manufacturing facilities; potential liabilities inherent in the industries in which we operate or have operated; our failure to

endangering our maritime employees and assets; any delays and cost overruns of new capital asset construction projects for

our subcontractors, suppliers or joint venture partners, including as a result of cyber-attacks; risks of pirates and maritime conflicts

backlog; our reliance on subcontractors, suppliers and our joint venture partners; a failure or breach of our IT infrastructure or that of

related to our investments in New Energy business; the risks caused by fixed-price contracts; our failure to timely deliver our

and divestiture activities; additional costs or risks from increasing scrutiny and expectations regarding ESG matters; uncertainties

restrictions on our operations by terms of the agreements governing our existing indebtedness; the risks caused by our acquisition

refusal of DTC to act as depository and clearing agency for our shares; the impact of our existing and future indebtedness and the

contracts; disruptions in the political, regulatory, economic and social conditions of the countries in which we conduct business; the

business; the cumulative loss of major contracts, customers or alliances and unfavorable credit and commercial terms of certain

technologies and services and intellectual property related thereto, including new technologies and services for our New Energy

competitive factors in our industry, including ongoing industry consolidation; our inability to develop, implement and protect new

unpredictable trends in the demand for and price of oil and natural gas; competition and unanticipated changes relating to

ended December 31, 2023 and Part II, Item 1A “Risk Factors” and elsewhere in this Quarterly Report on Form 10-Q, including

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

projections. Known material factors that could cause actual results to differ materially from those contemplated in the forward-

assumptions that could cause actual results to differ materially from our historical experience and our present expectations or

All of our forward-looking statements involve risks and uncertainties (some of which are significant or beyond our control) and

when made, there can be no assurance that future developments affecting us will be those that we anticipate.

conditions and their potential effect on us. While management believes these forward-looking statements are reasonable as and

statements are based on our current expectations, beliefs and assumptions concerning future developments and business

The absence of these words, however, does not mean that the statements are not forward-looking. These forward-looking

“intend,” “foresee,” “should,” “would,” “could,” “may,” “estimate,” “outlook” and similar expressions, including the negative thereof.

operations or operating results. Forward-looking statements are often identified by the words “believe,” “expect,” “anticipate,” “plan,”

growth and recovery, growth of our new energies business and anticipated revenues, earnings, cash flows or other aspects of our

Exchange Act of 1934, as amended (the “Exchange Act”). Forward-looking statements usually relate to future events, market

as defined in Section 27A of the United States Securities Act of 1933, as amended, and Section 21E of the United States Securities

This Quarterly Report on Form 10-Q of TechnipFMC plc (the “Company,” “we,” “us,” or “our”) contains “forward-looking statements”

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

4

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

Diluted

446.3

455.0

Basic

433.6

442.1

Weighted average shares outstanding (Note 6)

Diluted

$

0.35

$

0.00

Basic

$

0.36

$

0.00

Earnings per share attributable to TechnipFMC plc

Net income attributable to TechnipFMC plc

$

157.1

$

0.4

Net income attributable to non-controlling interests

(3.8)

(7.4)

Net income

160.9

7.8

Provision for income taxes (Note 16)

49.7

37.4

Income before income taxes

210.6

45.2

Interest expense

(26.4)

(27.0)

Interest income

13.7

8.3

Income before net interest expense and income taxes

223.3

63.9

Income from equity affiliates (Note 10)

1.4

14.2

Gain on disposal of Measurement Solutions business (Note 3)

75.2

—

Other income (expense), net

(12.3)

(1.3)

Total costs and expenses

1,883.0

1,666.4

Restructuring, impairment and other charges

5.0

0.6

Research and development expense

17.6

15.4

Selling, general and administrative expense

159.8

153.9

Cost of lease revenue

38.3

39.8

Cost of product revenue

643.2

654.7

Cost of service revenue

1,019.1

802.0

Costs and expenses

Total revenue

2,042.0

1,717.4

Lease revenue

62.3

54.2

Product revenue

813.9

795.1

Service revenue

$

1,165.8

$

868.1

Revenue

(In millions, except per share data)

2024

2023

March 31,

Three Months Ended

CONDENSED CONSOLIDATED STATEMENTS OF INCOME (UNAUDITED)

TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES

ITEM 1. FINANCIAL STATEMENTS

PART I — FINANCIAL INFORMATION

5

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

(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.

(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.

(a)

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

Comprehensive income attributable to TechnipFMC plc

$

72.3

$

14.0

Comprehensive (income) attributable to non-controlling interest

(3.9)

(5.4)

Comprehensive income

76.2

19.4

Other comprehensive income (loss), net of tax

(84.7)

11.6

Net pension and other post-retirement benefits

(c)

5.0

0.3

Reclassification adjustment for net gain included in net income

(2.3)

—

Reclassification adjustment for amortization of net actuarial loss included in net income

3.1

2.2

Reclassification adjustment for amortization of prior service cost included in net income

0.1

0.1

Net gains (losses) arising during the period

4.1

(2.0)

Pension and other post-retirement benefits

Net losses on hedging instruments

(b)

(37.5)

(4.5)

Reclassification adjustment for net (gains) losses included in net income

(3.1)

1.6

Net losses arising during the period

(34.4)

(6.1)

Net losses on hedging instruments

Foreign currency translation adjustments

(a)

(52.2)

15.8

Reclassification adjustment for net losses (gains) included in net income

10.5

(0.1)

Net unrealized gains (losses) arising during the period

(62.7)

15.9

Foreign currency translation adjustments

Net income attributable to TechnipFMC plc, including non-controlling interests

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

(In millions)

2024

2023

March 31,

Three Months Ended

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)

TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES

6

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

Total liabilities and equity

$

9,088.7

$

9,656.6

Total equity

3,045.2

3,172.1

Non-controlling interests

39.3

35.4

Total TechnipFMC plc stockholders’ equity

3,005.9

3,136.7

Accumulated other comprehensive loss

(1,326.8)

(1,242.0)

Accumulated deficit

(4,872.5)

(4,993.1)

Capital in excess of par value of ordinary shares

8,774.3

8,938.9

and outstanding in 2024 and 2023, respectively

430.9

432.9

Ordinary shares, $1.00 par value; 618.3 shares authorized in 2024 and 2023; 430.9 shares and 432.9 shares issued

Stockholders’ equity (Note 13)

Commitments and contingent liabilities (Note 15)

Total liabilities

6,043.5

6,484.5

Other liabilities

125.3

145.5

Derivative financial instruments (Note 17)

44.4

24.8

Accrued pension and other post-retirement benefits, less current portion

82.4

84.4

Deferred income taxes

76.6

92.2

Financing lease liabilities, less current portion

43.8

88.4

Operating lease liabilities, less current portion

654.9

667.1

Long-term debt, less current portion (Note 12)

887.2

913.5

Total current liabilities

4,128.9

4,468.6

Other current liabilities (Note 9)

589.8

748.0

Measurements Solutions business classified as liabilities held for sale (Note 3)

—

64.3

Income taxes payable

163.2

146.8

Derivative financial instruments (Note 17)

155.3

179.9

Accrued payroll

193.6

187.8

Contract liabilities

1,331.6

1,485.8

Accounts payable, trade

1,361.0

1,355.8

Finance lease liabilities

65.0

9.9

Operating lease liabilities

132.8

136.5

Short-term debt and current portion of long-term debt (Note 12)

$

136.6

$

153.8

Liabilities and equity

Total assets

$

9,088.7

$

9,656.6

Other assets

270.3

287.9

Derivative financial instruments (Note 17)

18.5

30.4

Deferred income taxes

135.9

164.8

Intangible assets, net of accumulated amortization of $744.8 in 2024 and $725.3 in 2023

579.9

601.6

Finance lease right-of-use assets

100.2

91.6

Operating lease right-of-use assets

724.9

739.6

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

Investments in equity affiliates (Note 10)

275.3

274.4

Total current assets

4,770.4

5,195.4

Other current assets (Note 9)

431.7

414.0

Measurements Solutions business classified as assets held for sale (Note 3)

—

152.1

Advances paid to suppliers

77.6

89.5

Income taxes receivable

143.1

156.2

Derivative financial instruments (Note 17)

119.3

183.4

Inventories, net (Note 8)

1,162.4

1,100.3

Contract assets, net of allowances of $1.3 in 2024 and $1.4 in 2023

1,062.7

1,010.1

Trade receivables, net of allowances of $33.2 in 2024 and $34.4 in 2023

1,076.8

1,138.1

Cash and cash equivalents

$

696.8

$

951.7

Assets

(In millions, except par value data)

2024

2023

March 31,

December 31,

CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)

TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES

7

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

Cash and cash equivalents, end of period

$

696.8

$

522.3

Cash and cash equivalents, beginning of period

951.7

1,057.1

Change in cash and cash equivalents

(254.9)

(534.8)

Effect of changes in foreign exchange rates on cash and cash equivalents

(8.3)

(8.3)

Cash required by financing activities

(256.2)

(87.5)

Other financing activities

(7.3)

(13.7)

Payments related to taxes withheld on share-based compensation

(49.7)

(14.6)

Dividends paid

(21.7)

—

Share repurchases

(150.1)

(50.0)

Net decrease in short-term debt

(27.4)

(9.2)

Cash required by financing activities

Cash provided (required) by investing activities

136.3

(52.8)

Other investing activities

2.2

4.5

Proceeds from sale of Measurement Solutions business

186.1

—

Capital expenditures

(52.0)

(57.3)

Cash provided (required) by investing activities

Cash required by operating activities

(126.7)

(386.2)

Other non-current assets and liabilities, net

48.0

(6.0)

Other current assets and liabilities, net

(199.6)

(148.4)

Income taxes payable, net

10.9

12.8

Contract liabilities

(134.0)

14.3

Accounts payable, trade

27.4

123.3

Inventories, net

(76.2)

(94.7)

Trade receivables, net and Contract assets, net

(19.5)

(392.1)

Changes in operating assets and liabilities, net of effects of acquisitions

Other non-cash items, net

32.5

18.0

Gain on disposal of Measurement Solutions business

(75.2)

—

Income from equity affiliates, net of dividends received

(1.4)

(14.2)

Depreciation and amortization

99.5

93.0

Adjustments to reconcile income to cash required by operating activities

Net income

$

160.9

$

7.8

Cash required by operating activities

(In millions)

2024

2023

Three Months Ended March 31,

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)

TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES

8

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

Balance as of March 31, 2024

$

430.9 $

8,774.3 $

(4,872.5) $

(1,326.8) $

39.3 $

3,045.2

Other

—

(0.1)

—

—

—

(0.1)

Dividends declared and paid

—

—

(21.7)

—

—

(21.7)

Shares repurchased and cancelled

(6.3)

(129.0)

(14.8)

—

—

(150.1)

Share-based compensation

—

18.5

—

—

—

18.5

withheld for tax

4.3

(54.0)

—

—

—

(49.7)

Issuance of ordinary shares, net of shares

Other comprehensive income (loss)

—

—

—

(84.8)

0.1

(84.7)

Net income

—

—

157.1

—

3.8

160.9

Balance as of December 31, 2023

$

432.9 $

8,938.9 $

(4,993.1) $

(1,242.0) $

35.4 $

3,172.1

Balance as of March 31, 2023

$

441.6 $

9,056.8 $

(5,009.5) $

(1,288.1) $

41.9 $

3,242.7

Other

—

—

0.1

—

—

0.1

Shares repurchased and cancelled

(3.3)

(46.7)

—

—

—

(50.0)

Share-based compensation

—

11.1

—

—

—

11.1

withheld for tax

2.7

(17.3)

—

—

—

(14.6)

Issuance of ordinary shares, net of shares

Other comprehensive income (loss)

—

—

—

13.6

(2.0)

11.6

Net income

—

—

0.4

—

7.4

7.8

Balance as of December 31, 2022

$

442.2 $

9,109.7 $

(5,010.0) $

(1,301.7) $

36.5 $

3,276.7

(In millions)

Shares

Ordinary Shares

Deficit

Income (Loss)

Interest

Equity

Ordinary

Value of

Accumulated

Comprehensive

controlling

Stockhold ers’

Excess of P ar

Accumulated Other

Non-

Total

Capital in

THREE MONTHS ENDED MARCH 31, 2024 and 2023

CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS’ EQUITY (UNAUDITED)

TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES

9

judicial resolution” of pending legal challenges. We are currently evaluating the impact of this rule on our disclosures.

conditions in the audited financial statements. On April 4, 2024, the SEC stayed its climate disclosure rule to “facilitate the orderly

of such risks. In addition, the rule includes requirements to disclose the financial effects of severe weather events and other natural

rule includes disclosures relating to climate-related risks and risk management as well as the board and management’s governance

Investors” designed to enhance public company disclosures related to the risks and impacts of climate-related matters. The final

On March 6, 2024, the SEC issued their final rule “The Enhancement and Standardization of Climate-Related Disclosures for

disclosures.

2026 for interim periods, with early adoption permitted. We are currently evaluating the impact of this standard on the related

guidance will be applied prospectively (with retrospective application permitted) and is effective in the 2025 annual period and in

disclosures about income taxes, primarily focused on the disclosure of income taxes paid and the rate reconciliation table. The new

In December 2023, the FASB issued ASU 2023-09, “Improvements to Income Tax Disclosures,” which requires significant additional

Recently Issued Accounting Standards under GAAP

after December 15, 2024. We are currently evaluating the impact of this standard on the related disclosures.

new guidance is effective for fiscal years beginning after December 31, 2024, and for interim periods within fiscal years beginning

disclose multiple measures of segment profit or loss if those measures are used to assess performance and allocate resources. The

decision maker and (2) included in the reported measure of segment profit or loss. The new standard also allows companies to

segment expenses that are (1) regularly provided to (or easily computed from information regularly provided to) the chief operating

definition of a segment or the guidance for determining reportable segments. The new guidance requires disclosure of significant

Segment Disclosures,” which requires incremental disclosures about a public entity’s reportable segments but does not change the

In November 2023, the Financial Accounting Standards Board (“the FASB”) issued ASU 2023-07, “Improvements to Reportable

Recently Adopted Accounting Standards under GAAP

NOTE 2. NEW ACCOUNTING STANDARDS

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

the year ending December 31, 2024.

and trends in these condensed consolidated financial statements may not be representative of the results that may be expected for

for the periods presented. Revenue, expenses, assets and liabilities can vary during each quarter of the year. Therefore, the results

consisting of normal recurring adjustments necessary for a fair statement of our financial condition and operating results as of and

In the opinion of management, the accompanying unaudited condensed consolidated financial statements reflect all adjustments,

from our estimates.

financial statements and the reported amounts of revenue and expenses during the reporting period. Ultimate results could differ

principles requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the

Our accounting policies are in accordance with GAAP. The preparation of financial statements in conformity with these accounting

ended December 31, 2023.

together with our audited consolidated financial statements contained in our Annual Report on Form 10-K (“Form 10-K”) for the year

required by GAAP have been condensed or omitted. These unaudited condensed consolidated financial statements should be read

interim financial information. As permitted under those rules, certain footnotes or other financial information that are normally

accounting principles (“GAAP”) and the rules and regulations of the Securities and Exchange Commission (“SEC”) pertaining to

(“TechnipFMC,” the “Company,” “we,” “us,” or “our”) have been prepared in accordance with United States generally accepted

The accompanying unaudited condensed consolidated financial statements of TechnipFMC plc and its consolidated subsidiaries

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

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

TECHNIPFMC PLC AND CONSOLIDATED SUBSIDIARIES

10

Total revenue

$

1,734.8

$

307.2

$

1,387.6

$

329.8

Middle East

(4.6)

84.1

36.4

84.7

Asia Pacific

91.0

23.2

71.9

17.9

Africa

295.7

12.8

210.5

9.7

North America

317.0

125.1

249.9

146.1

Europe and Central Asia

358.9

36.7

378.5

44.2

Latin America

$

676.8

$

25.3

$

440.4

$

27.2

(In millions)

Subsea

Technologies

Subsea

Technologies

Surface

Surface

March 31, 2024

March 31, 2023

Three Months Ended

Reportable segments

and 2023:

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

Revenues are disaggregated by geographic location and contract types.

Disaggregation of Revenue

providing services to customers involved in the exploration and production of oil and natural gas.

The majority of our revenue is from long-term contracts associated with designing and manufacturing products and systems and

NOTE 4. REVENUE

the responsibility to pay pension benefits still rests with the plan and the obligation is still recorded by the Company.

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,

FMC Technologies (UK) Pension Plan Buy-In

assumed liabilities as of the transaction closing date.

recognized a gain on disposal of $75.2 million. The purchase consideration was adjusted for various working capital balances and

On March 11, 2024, we completed the sale of equity interests and assets of MSB for cash proceeds of $186.1 million and

consolidated statement of income.

December 31, 2023. These transaction costs are included within impairment, restructuring and other expenses in our condensed

We recorded transaction costs associated with the sale of $5.2 million during each of the three months ended March 31, 2024 and

manufacturing locations in North America and Europe.

segment, MSB encompasses terminal management solutions and metering products and systems and includes engineering and

$205 million in cash, subject to customary adjustments at the closing of the transaction. As part of the Surface Technologies

In November 2023, TechnipFMC announced an agreement to sell the Company’s Measurement Solutions business (the “MSB”) for

Disposal of Measurement Solutions business

NOTE 3. DISPOSAL OF MEASUREMENT SOLUTIONS BUSINESS AND OTHER TRANSACTIONS

impact on our financial statements.

We assessed ASUs not listed above and determined that they either were not applicable or were not expected to have a material

11

the three months ended March 31, 2023, there were no projects with individually material impacts.

result of improved performance in the delivery and was offset by individually immaterial net negative impacts of $22.9 million. For

respectively. One project was materially and favorably impacted for the three months ended March 31, 2024 by $23.5 million as

favorable impact of $0.6 million and unfavorable impact of $(2.6) million for the three months ended March 31, 2024 and 2023,

In addition, net revenue recognized from our performance obligations satisfied or partially satisfied in previous periods had a

respectively.

was included in the contract liabilities balance as of December 31, 2023 and 2022 was $479.6 million and $347.7 million,

recognize increases the contract asset balance. Revenue recognized for the three months ended March 31, 2024 and 2023 that

liability balance outstanding at the beginning of the period until the revenue exceeds that balance. Any subsequent revenue we

In order to determine revenue recognized in the period from contract liabilities, we first allocate revenue to the individual contract

Net contract liabilities

$

(268.9)

$

(475.7)

Contract liabilities

(1,331.6)

(1,485.8)

Contract assets

$

1,062.7

$

1,010.1

(In millions)

2024

2023

March 31,

December 31,

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

contract liabilities.

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

uncompleted contracts are generally classified as current.

the passage of time. Amounts may not exceed their net realizable value. Costs and estimated earnings in excess of billings on

recognized over time and revenue recognized exceeds the amount billed to the customer, and right to payment is not just subject to

Contract Assets - Contract assets include unbilled amounts typically resulting from sales under long-term contracts when revenue is

recorded in the period in which they become probable.

uncompleted contracts (contract liabilities) on the condensed consolidated balance sheets. Any expected contract losses are

excess of billings on uncompleted contracts (contract assets), and billings in excess of costs and estimated earnings on

The timing of revenue recognition, billings and cash collections results in billed accounts receivable, costs and estimated earnings in

Contract Balances

Total revenue

$

1,734.8

$

307.2

$

1,387.6

$

329.8

Lease

19.7

42.6

7.5

46.7

Products

597.6

216.3

564.8

230.3

Services

$

1,117.5

$

48.3

$

815.3

$

52.8

(In millions)

Subsea

Technologies

Subsea

Technologies

Surface

Surface

March 31, 2024

March 31, 2023

Three Months Ended

Reportable segments

and 2023:

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

12

and income taxes.

corporate staff expense, foreign exchange gains (losses), net interest income (expense) associated with corporate debt facilities

investments is included in segment operating profit. The following items have been excluded in computing segment operating profit:

Segment operating profit is defined as total segment revenue less segment operating expenses. Income (loss) from equity method

Technologies segments.

assets and the remaining $160.9 million changes in working capital, and foreign exchange within both the Subsea and Surface

$152.1 million of assets held for sale. Other changes are mainly related to decline in cash of $254.9 million within the corporate

The decline in total assets of $567.9 million is mainly attributable to the sale of MSB within the Surface Technologies segment of

testing services.

technologically advanced high-pressure valves and fittings for oilfield service companies; and also provides flowback and well

involved in land and shallow water exploration and production of oil and natural gas; designs, manufactures and supplies

• Surface Technologies - designs and manufactures products and systems and provides services used by oil and gas companies

provides services used by oil and gas companies involved in offshore exploration and production of oil and natural gas.

• Subsea - designs and manufactures products and systems, performs engineering, procurement and project management, and

under two reporting segments, Subsea and Surface Technologies:

Officer, as our chief operating decision maker, reviews and evaluates operating performance and allocates resources. We operate

the differences in the products and services we provide, which corresponds to the manner in which our Chair and Chief Executive

Management’s determination of our reporting segments was made on the basis of our strategic priorities within each segment and

NOTE 5. BUSINESS SEGMENTS

Total order backlog

$

4,737.4

$

4,095.2

$

4,659.9

Surface Technologies

422.4

219.2

395.4

Subsea

$

4,315.0

$

3,876.0

$

4,264.5

(In millions)

2024

2025

Thereafter

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

revenue on approximately 35.1% of the order backlog through 2024 and 64.9% thereafter.

2024, the aggregate amount of the transaction price allocated to order backlog was $13.5 billion. TechnipFMC expects to recognize

transaction price of order backlog related to unfilled, confirmed customer orders is estimated at each reporting date. As of March 31,

contracts for which we recognize revenue at the amount to which we have the right to invoice for services performed. The

the base transaction price, variable consideration and changes in transaction price. The order backlog table does not include

services for which we have a material right, but work has not been performed. The transaction price of the order backlog includes

Remaining unsatisfied performance obligations (“RUPO” or “order backlog”) represent the transaction price for products and

Transaction Price Allocated to the Remaining Unsatisfied Performance Obligations

13

Diluted

$

0.35 $

0.00

Basic

$

0.36 $

0.00

Earnings per share attributable to TechnipFMC plc

Basic and diluted earnings per share attributable to TechnipFMC plc:

Total shares and dilutive securities

446.3

455.0

Dilutive effect of performance shares

7.6

5.9

Dilutive effect of stock options

0.1

—

Dilutive effect of restricted stock units

5.0

7.0

Weighted average number of shares outstanding

433.6

442.1

Net income attributable to TechnipFMC plc

$

157.1 $

0.4

(In millions, except per share data)

2024

2023

March 31,

Three Months Ended

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

NOTE 6. EARNINGS PER SHARE

(c)

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

(b)

Includes amounts attributable to non-controlling interests.

(a)

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

Income before income taxes

(b)

$

210.6

$

45.2

Total corporate items

(49.4)

(44.0)

Foreign exchange gains (losses)

(4.5)

2.1

Net interest expense

(12.7)

(18.7)

Corporate expense

(a)

(32.2)

(27.4)

Corporate items

Total segment operating profit

$

260.0

$

89.2

Surface Technologies

(c)

103.4

22.4

Subsea

$

156.6

$

66.8

Segment operating profit

Total segment revenue

$

2,042.0

$

1,717.4

Surface Technologies

307.2

329.8

Subsea

$

1,734.8

$

1,387.6

Segment revenue

(In millions)

2024

2023

March 31,

Three Months Ended

Segment revenue and segment operating profit were as follows:

14

considered to have low credit risk at the reporting date using available, reasonable and supportable information.

For loans receivable and other and held-to-maturity debt securities at amortized cost, we evaluate whether these securities are

determine lifetime expected losses.

and adjust these historical credit loss trends for forward-looking factors specific to the debtors and the economic environment to

data. We develop loss-rate statistics on the basis of the amount written-off over the life of the financial assets and contract assets

For contract assets and trade receivables, we have elected to calculate an expected credit loss based on loss rates from historical

Credit Losses

Total financial assets

$

139.6

$

139.5

cost

—

Moody’s rating B3

2021

1.4

Debt securities at amortized

Loans receivables and other

Ba2

2020-2023

$

139.6

-Ba2

2020-2023

$

138.1

Moody’s rating A3 -

Moody’s rating Aa3

(In millions)

Credit rating

Year of origination

Balance

Credit rating

Year of origination

Balance

March 31, 2024

December 31, 2023

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

maturity debt securities consist of government bonds.

We manage our held-to-maturity debt securities using published credit ratings as a key credit quality indicator as our held-to-

expenditure purposes, or security deposits for lease arrangements.

Our loans receivable and other are related to sales of long-lived assets or businesses, loans to related parties for capital

We manage our receivables portfolios using published default risk as a key credit quality indicator for our loans and receivables.

NOTE 7. RECEIVABLES

Total

0.9

2.6

Performance shares

0.4

0.5

Restricted share units

—

0.7

Share option awards

0.5

1.4

(Millions of shares)

2024

2023

March 31,

Three Months Ended

weighted average number of shares, because their effect would be anti-dilutive:

weighted average number of shares, where the assumed proceeds exceed the average market price from the calculation of diluted

Weighted average shares of the following share-based compensation awards were excluded from the calculation of diluted

15

Total other current assets

$

431.7

$

414.0

Other

30.6

27.3

Held-to-maturity investments

—

1.3

Current financial assets at amortized cost

11.7

9.1

Withholding tax and other receivables

88.9

96.8

Prepaid expenses

115.7

83.5

Value-added tax receivables

$

184.8

$

196.0

(In millions)

2024

2023

March 31,

December 31,

Other current assets consisted of the following:

NOTE 9. OTHER CURRENT ASSETS & OTHER CURRENT LIABILITIES

Inventories, net

$

1,162.4

$

1,100.3

Finished goods

560.6

550.8

Work in process

174.9

148.2

Raw materials

$

426.9

$

401.3

(In millions)

2024

2023

March 31,

December 31,

Inventories consisted of the following:

NOTE 8. INVENTORIES

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.

Allowance for credit losses at March 31, 2023

$

34.0 $

1.6 $

0.5

Recoveries

(0.6)

—

—

Current period provision (release) for expected credit losses

0.5

0.5

—

Allowance for credit losses at December 31, 2022

$

34.1 $

1.1 $

0.5

(In millions)

Trade receivables

Contract assets

other

Loans receivable and

Balance as of March 31, 2023

Allowance for credit losses at March 31, 2024

$

33.2 $

1.3 $

9.6

Current period provision (release) for expected credit losses

(1.2)

(0.1)

7.3

Allowance for credit losses at December 31, 2023

$

34.4 $

1.4 $

2.3

(In millions)

Trade receivables

Contract assets

other

Loans receivable and

Balance as of March 31, 2024

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

16

that were other than temporary.

did not record an impairment on the carrying value of our investment as we did not note any impairment indicators from the incident

vessel is scheduled to be back in operation during the second half of 2024. We

Porto do Açu in Brazil. Repairs on the vessel started during the fourth quarter of 2023 and are progressing according to plan. The

TechDof Brasil AS owns and operates the Skandi Buzios vessel. During June 2023, a fire occurred onboard the vessel alongside

guarantees for the debts and our share of the guarantees was $367.0 million as of March 31, 2024.

Dofcon Navegacao Ltda and Techdof Brasil AS have debts related to loans on their vessels. TechnipFMC and DOF provide

December 31, 2023.

date of June 26, 2028 and is included in other assets on our condensed consolidated balance sheets as of March 31, 2024 and

a result of this conversion, we converted our 50% share of this dividend receivable into a long-term loan receivable that has a due

agreed and signed the agreement to convert their outstanding dividend receivable into a long-term loan receivable from Dofcon. As

recorded within other current assets on our consolidated balance sheets until December 2023 when the joint venture partners

In June 2023, Dofcon Brasil AS declared a $170.0 million dividend to its joint venture partners. The dividend receivable was

using the equity method of accounting with results reported in our Subsea segment.

support from other parties. We are not the primary beneficiary of the VIE. As such, we have accounted for our 50% investment

interest entity (“VIE”) because it does not have sufficient equity to finance its activities without additional subordinated financial

Dofcon provides Pipe-Laying Support Vessels for work in oil and natural gas fields offshore Brazil. Dofcon is considered a variable

owns 100% of both Dofcon Navegacao Ltda and Techdof Brasil AS. All joint venture entities are collectively referred to as “Dofcon.”

Ltda. Dofcon Brasil AS is the joint venture holding company and is owned 50% by DOF and 50% by TechnipFMC. Dofcon Brasil AS

founded in 2006. The joint venture is composed of three legal entities: Dofcon Brasil AS, Techdof Brasil AS and Dofcon Navegacao

Dofcon Brasil AS is an affiliated company in the form of a joint venture between TechnipFMC and DOF Subsea (“DOF”) and was

Our major equity method investment is as follows:

income from equity affiliates was $1.4 million and $14.2 million, respectively.

Our income from equity affiliates is included in our Subsea segment. During the three months ended March 31, 2024 and 2023, our

NOTE 10. INVESTMENTS

(a) See Note 15 for additional details.

Total other current liabilities

$

589.8

$

748.0

Other accrued liabilities

145.2

141.1

Current portion of accrued pension and other post-retirement benefits

4.6

4.4

Provisions

9.9

16.2

Compensation accrual

33.8

136.2

Legal provisions

54.4

57.7

Warranty accruals and project contingencies

57.7

60.9

Value-added tax and other taxes payable

63.2

78.5

Social security liability

109.5

81.9

Legal settlement liability

(a)

$

111.5

$

171.1

(In millions)

2024

2023

March 31,

December 31,

Other current liabilities consisted of the following:

17

March 31, 2024, there were no letters of credit outstanding, and our availability under the Credit Agreement was $1,250.0 million.

Availability of borrowings under the Credit Agreement is reduced by the outstanding letters of credit issued against the facility. As of

interest expense over the term of the Credit Agreement.

are included in other assets in our condensed consolidated balance sheets. The deferred debt issuance costs are amortized to

incurred $16.7 million of debt issuance costs in connection with the Amendment No. 5. These debt issuance costs are deferred and

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

“Credit Agreement”), which increased the commitments available to the Company to $1.25 billion and extended the term to five

On April 24, 2023, we entered into a fifth amendment (the “Amendment No. 5”) to the Revolving Credit Facility (as amended, the

costs are amortized to interest expense over the term of the Revolving Credit Facility.

costs are deferred and are included in other assets in our condensed consolidated balance sheets. The deferred debt issuance

Facility”). We incurred $34.8 million of debt issuance costs in connection with the Revolving Credit Facility. These debt issuance

senior secured multi-currency revolving credit facility, including a $450.0 million letter of credit sub-facility (the “Revolving Credit

Revolving Credit Facility - On February 16, 2021, we entered into a credit agreement, which provided for a $1.0 billion three-year

Credit Facilities and Debt

Long-term debt

$

887.2

$

913.5

Less: current borrowings

136.6

153.8

Total debt

1,023.8

1,067.3

Unamortized debt issuance costs and discounts

(7.5)

(8.1)

Bank borrowings and other

314.9

347.6

3.75% 2013 Private Placement Notes due 2033

108.1

110.5

4.00% 2012 Private Placement Notes due 2032

108.1

110.5

4.00% 2012 Private Placement Notes due 2027

81.1

82.9

6.50% Senior notes due 2026

202.9

202.9

5.75% 2020 Private Placement Notes due 2025

$

216.2

$

221.0

(In millions)

2024

2023

March 31,

December 31,

Long-term debt consisted of the following:

Overview

NOTE 12. DEBT

$1.8 million has been recorded during the three months ended March 31, 2024 and nil for the three months ended March 31, 2023.

Loan receivables as of March 31, 2024 and December 31, 2023 include $85.0 million to Dofcon, for which interest income of

the partners of our consolidated joint ventures.

periods of the prior year. Related parties are defined as entities related to our directors, officers, and main shareholders as well as

transactions with related parties, were not material as of and for the three months ended March 31, 2024 and the comparable

Receivables, payables, revenues and expenses, which are included in our condensed consolidated financial statements for all

NOTE 11. RELATED PARTY TRANSACTIONS

18

upon the local national market.

utilize these facilities for asset financing and to provide a more efficient daily source of liquidity. The effective interest rates depend

Foreign committed credit - We have committed credit lines at many of our international subsidiaries for immaterial amounts. We

our foreign committed credit lines.

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

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

interest expense over the term of the 2021 Notes, which approximates the effective interest method.

included in long-term debt in our condensed consolidated balance sheets. The deferred debt issuance costs are amortized to

$25.7 million of debt issuance costs in connection with issuance of the 2021 Notes. These debt issuance costs are deferred and are

subsidiaries and non-U.S. subsidiaries in Brazil, the Netherlands, Norway, Singapore and the United Kingdom. We incurred

senior unsecured obligations and are guaranteed on a senior unsecured basis by substantially all of our wholly owned U.S.

2021 Notes is paid semi-annually on February 1 and August 1 of each year, beginning on August 1, 2021. The 2021 Notes are

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

be automatically released and certain negative covenants will no longer apply to the Company.

Agreement and the Performance LC Credit Agreement and the guarantees provided by certain subsidiaries of the Company shall

(as defined in the Credit Agreement) and the satisfaction of certain other conditions precedent, the collateral securing the Credit

Upon the occurrence of an Investment Grade Debt Rating (as defined in the Credit Agreement) by any two of three Rating Agencies

Agreement on a pari passu basis.

provisions and financial covenants as the Credit Agreement and benefits from the same guarantees and security as the Credit

contains substantially the same customary representations and warranties, covenants, events of default, mandatory repayment

currencies to support the contracting activities with counterparties that require or request a performance or similar guarantee. It

Agreement permits the Company and its subsidiaries to have access to performance letters of credit denominated in a variety of

may be increased to $1.0 billion, subject to the satisfaction of certain customary conditions precedent. The Performance LC Credit

letters of credit facility (the “Performance LC Credit Agreement”). The commitments under the Performance LC Credit Agreement

Letter of Credit Facility - On April 24, 2023, the Company entered into a new $500 million five-year senior secured performance

mandatory repayment provisions and financial covenants.

basis points. The Credit Agreement is subject to customary representations and warranties, covenants, events of default,

Baa3/BBB- by two out of three rating agencies, the rates for Term Benchmark loans and for base rate loans would decrease by 100

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

The applicable margin for borrowings under the Credit Agreement ranges from 2.50% to 3.50% for Term Benchmark (as defined in

•

Euro-denominated loans bear interest on an adjusted rate linked to the Euro interbank offered rate.

•

British pound-denominated loans bear interest on an adjusted rate linked to the British pound interbank offered rate; and

Secured Overnight Financing Rate (“Adjusted Term SOFR”);

•

U.S. dollar-denominated loans bear interest, at the Company’s option, at a base rate or an adjusted rate linked to the

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

19

March 31, 2024

$

(1,172.8) $

(16.6) $

(137.4) $

(1,326.8) $

(5.9)

Other comprehensive income (loss), net of tax

(52.3)

(37.5)

5.0

(84.8)

0.1

in net income, net of tax

10.5

(3.1)

0.9

8.3

—

Reclassification adjustment for net (gains) losses included

reclassifications, net of tax

(62.8)

(34.4)

4.1

(93.1)

0.1

Other comprehensive income (loss) before

December 31, 2023

$

(1,120.5) $

20.9 $

(142.4) $

(1,242.0) $

(6.0)

March 31, 2023

$

(1,159.9) $

(21.6) $

(106.6) $

(1,288.1) $

(11.8)

Other comprehensive income (loss), net of tax

17.8

(4.5)

0.3

13.6

(2.0)

in net income (loss), net of tax

(0.1)

1.6

2.3

3.8

—

Reclassification adjustment for net (gains) losses included

reclassifications, net of tax

17.9

(6.1)

(2.0)

9.8

(2.0)

Other comprehensive income (loss) before

December 31, 2022

$

(1,177.7) $

(17.1) $

(106.9) $

(1,301.7) $

(9.8)

(In millions)

Translation

Hedging

Benefits

TechnipFMC plc

Interest

Currency

Post-Retirement

Loss Attributable to

to Non-Controlling

Foreign

and Other

Comprehensive

Loss Attributable

Defined Pension

Accumulated Other

Comprehensive

Accumulated Other

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

cancelled.

an aggregate amount of $455.4 million of ordinary shares through March 31, 2024. All repurchased shares were immediately

during the three months ended March 31, 2024. Since the initial share repurchase authorization in July 2022, we have purchased

our share repurchase program. Pursuant to this share repurchase program, we repurchased $150.1 million of ordinary shares

and the Company’s total share repurchase authorization was increased to $800.0 million of our outstanding ordinary shares under

share repurchase program. On July 26, 2023, the Board of Directors authorized additional share repurchase of up to $400.0 million,

In July 2022, the Board of Directors authorized the repurchase of up to $400.0 million of our outstanding ordinary shares under our

balance sheet. Therefore, we are not permitted to pay dividends out of share capital, which includes share premium.

Directors, provided that such dividends on issued share capital may be paid only out of our “distributable reserves” on our statutory

reported amount (e.g., retained earnings). The declaration and payment of dividends require the authorization of our Board of

repurchases or pay dividends to shareholders. Distributable reserves are a statutory requirement and are not linked to a GAAP

As an English public limited company, we are required under U.K. law to have available “distributable reserves” to conduct share

annualized basis. The cash dividend paid during the three months ended March 31, 2024 was $21.7 million.

per share. The Company intends to pay dividends on a quarterly basis, and this dividend represents $0.20 per share on an

On July 26, 2023, the Company announced that its Board of Directors authorized the initiation of a quarterly cash dividend of $0.05

NOTE 13. STOCKHOLDERS’ EQUITY

20

results of operations or cash flows.

financial instruments to result in losses that would have a material adverse effect on our condensed consolidated financial position,

other parties. The majority of these financial instruments expire within five years. Management does not expect any of these

performance bonds, surety bonds and other guarantees with financial institutions for the benefit of our customers, vendors and

Contingent liabilities associated with guarantees - In the ordinary course of business, we enter into standby letters of credit,

NOTE 15. COMMITMENTS AND CONTINGENT LIABILITIES

were $135.3 million and $132.9 million, respectively.

statements of cash flows. As of March 31, 2024 and December 31, 2023, the amounts due to suppliers participating in the SCF

consolidated balance sheets, and the associated payments are included in operating activities within our condensed consolidated

All outstanding amounts related to suppliers participating in the SCF are recorded within Accounts payable, trade in our condensed

maturity dates as consistent with our other Accounts payables.

impacted by a supplier’s participation in the SCF. We agree to pay the SCF bank based on the original invoice amounts and

receivable(s) directly with the SCF bank. We are not a party to those agreements and the terms of our payment obligations are not

suppliers to sell their receivables from the Company to the SCF bank. These participating suppliers negotiate their outstanding

We facilitate a supply chain finance program (“SCF”) that is administered by a third-party financial institution, which allows qualifying

NOTE 14. SUPPLIER FINANCE PROGRAM OBLIGATIONS

(a)

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

Net income (loss)

$

(0.9) $

(2.3)

1.0

(1.0) Provision for income taxes

0.1

(3.3) Income (loss) before income taxes

Reclassification adjustment for net gain included in net income

2.3

— Other income (expense), net

(a)

Amortization of net actuarial loss

(2.1)

(3.2) Other income (expense), net

(a)

Amortization of prior service credit (cost)

$

(0.1) $

(0.1) Other income (expense), net

(a)

Pension and other post-retirement benefits

$

3.1 $

(1.6) Net income (loss)

1.2

(0.7) Provision for income taxes

4.3

(2.3) Income (loss) before income taxes

2.8

(4.1) Other income (expense), net

0.6

3.5 Cost of sales

Foreign exchange contracts

$

0.9 $

(1.7) Revenue

Gains (losses) on hedging instruments

$

(10.5) $

—

Release of CTA loss

(10.5)

— Other income (expense), net

Components

Income (Loss)

Consolidated Statements of Income

Details about Accumulated Other Comprehensive Income (loss)

Comprehensive

Affected Line Item in the Condensed

Accumulated Other

Amount Reclassified out of

(In millions)

2024

2023

March 31,

Three Months Ended

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

21

higher tax rates than in the United Kingdom.

Our effective tax rate can fluctuate depending on our country mix of earnings, since our foreign earnings are generally subject to

assets.

adjustments related to the reassessment of prior year tax accruals and changes in valuation allowances on some of our deferred tax

82.7%, respectively. The change in the effective tax rate was largely due to the change in geographical profit mix year over year, tax

Our provision for income taxes for the three months ended March 31, 2024 and 2023 reflected effective tax rates of 23.6% and

NOTE 16. INCOME TAXES

of operations or cash flows.

2023, and that the ultimate resolution of such matters will not materially affect our condensed consolidated financial position, results

management believes we have appropriately recognized probable liquidated damages as of March 31, 2024 and December 31,

against us for liquidated damages. Based upon the evaluation of our performance and other commercial and legal analysis,

conforming claim under these provisions. These contracts define the conditions under which our customers may make claims

damages if we are responsible for the failure to meet specified contractual milestone dates and the applicable customer asserts a

Contingent liabilities associated with liquidated damages - Some of our contracts contain provisions that require us to pay liquidated

President of the Tribunal Judiciaire of Paris at a hearing on June 28, 2023.

TechnipFMC fully cooperated with the PNF and was not required to retain a monitor. The CJIP received final approval by the

consolidated balance sheets as of March 31, 2024.

outstanding balance of €103.2 million that is translated to $111.5 million and is recorded in other current liabilities in our condensed

scheduled installment payments of €24.7 million and €51.6 million on July 13, 2023 and January 15, 2024, respectively, we have an

€29.45 million. During the three-months ended June 30, 2023, we recorded an incremental liability of $126.5 million. After making

for €179.45 million to be paid in installments through July 2024, and Technip Energies is responsible for the remaining

€54.1 million, respectively, for a total of €208.9 million. Under the companies’ separation agreements, TechnipFMC is responsible

Under the terms of the CJIP, Technip UK and Technip Energies France will pay a public interest fine of €154.8 million and

not involve any admission of liability or guilt.

Equatorial Guinea, Ghana, and Angola. The resolution took the form of a convention judiciaire d'interet public (“CJIP”), which does

Energies NV, reached a resolution with the PNF of all outstanding matters, including its investigations into historical projects in

22, 2023, the Company, through its subsidiary Technip UK Limited, along with Technip Energies SAS, a subsidiary of Technip

The Company has resolved an anti-corruption investigation by French authorities (the Parquet National Financier (“PNF”)). On June

consolidated financial position, results of operations or cash flows.

believe that the most probable, ultimate resolution of these matters will not have a material adverse effect on our condensed

call options. We are unable to predict the ultimate outcome of these actions because of their inherent uncertainty. However, we

partners, and can include claims related to payment of fees, service quality and ownership arrangements, including certain put or

disputes in the ordinary course of our business. These actions and disputes can involve our agents, suppliers, clients and venture

Contingent liabilities associated with legal and tax matters - We are involved in various pending or potential legal and tax actions or

financial position, results of operations, or cash flows.

We believe the ultimate resolution of our known contingencies will not materially adversely affect our condensed consolidated

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.

(b)

Performance guarantees represent contracts that contingently require a guarantor to make payments to a guaranteed party based on another entity's failure to

financial obligations.

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

(a)

Financial guarantees represent contracts that contingently require a guarantor to make payments to a guaranteed party based on changes in an underlying

Maximum potential undiscounted payments

$

2,010.9

$

2,053.6

Performance guarantees

(b)

1,826.7

1,821.7

Financial guarantees

(a)

$

184.2

$

231.9

(In millions)

2024

2023

March 31,

December 31,

Guarantees made by our consolidated subsidiaries consisted of the following:

22

U.S. dollar

(2,367.0)

(2,367.0)

British pound

(264.0)

(334.0)

Indonesian rupiah

(723,464.0)

(46.0)

Polish zloty

22.0

6.0

Indian rupee

607.0

7.0

Canadian dollar

12.0

9.0

Swedish krona

103.0

10.0

Czech koruna

383.0

16.0

Malaysian ringgit

229.0

48.0

Singapore dollar

118.0

87.0

Australian dollar

285.0

186.0

Brazilian real

2,194.0

439.0

Norwegian krone

5,120.0

473.0

Euro

1,150.0

1,243.0

(In millions)

USD Equivalent

Bought (Sold)

Net Notional Amount

consolidated balance sheets. As of March 31, 2024, we held the following material net positions:

anticipated purchase or sale commitments denominated in foreign currencies and recorded assets and liabilities in our condensed

Foreign exchange rate forward contracts - The purpose of these instruments is to hedge the risk of changes in future cash flows of

We hold the following types of derivative instruments:

instruments, any change in the fair value of those instruments is reflected in earnings in the period such change occurs.

same period or periods during which the hedged transaction affects earnings. For derivative instruments not designated as hedging

forward currency rate, is reported as a component of other comprehensive income (“OCI”) and reclassified into earnings in the

cash flow hedge, the effective portion of the gain or loss of the derivative, which does not include the time value component of a

are expected to be offset by corresponding changes in the fair value of the derivatives. For derivative instruments that qualify as a

Generally, we enter into hedging relationships such that changes in the fair values or cash flows of the transactions being hedged

currency purchases and sales created in the normal course of business, and not for speculative purposes.

currency exchange rates. Our policy is to hold derivatives only for the purpose of hedging risks associated with anticipated foreign

The types of risks hedged are those relating to the variability of future earnings and cash flows caused by movements in foreign

certain identifiable and anticipated transactions and recorded assets and liabilities in our condensed consolidated balance sheets.

For purposes of mitigating the effect of changes in exchange rates, we hold derivative financial instruments to hedge the risks of

NOTE 17. DERIVATIVE FINANCIAL INSTRUMENTS

23

Foreign exchange contracts

$

(39.8) $

(2.4)

(In millions)

2024

2023

Three Months Ended March 31,

Gain (Loss) Recognized in OCI

designated as cash flow hedges:

The following table presents the gains (losses) recognized in other comprehensive income related to derivative instruments

expected to occur by the second half of 2027.

the next 12 months when the anticipated transactions actually occur. All anticipated transactions currently being hedged are

December 31, 2023, respectively. We expect to transfer an approximate $4.8 million gain from accumulated OCI to earnings during

comprehensive loss of $16.8 million and accumulated other comprehensive income of $19.5 million as of March 31, 2024 and

Cash flow hedges of forecasted transactions, net of tax, which qualify for hedge accounting, resulted in accumulated other

Total derivatives

$

137.8

$

199.7

$

213.8

$

204.7

Total derivatives not designated as hedging instruments

(0.2)

17.6

(0.1)

12.0

Long-term - Derivative financial instruments

—

2.2

—

—

Current - Derivative financial instruments

(0.2)

15.4

(0.1)

12.0

Foreign exchange contracts

Derivatives not designated as hedging instruments

Total derivatives designated as hedging instruments

138.0

182.1

213.9

192.7

Long-term - Derivative financial instruments

18.5

42.2

30.4

24.8

Current - Derivative financial instruments

$

119.5

$

139.9

$

183.5

$

167.9

Foreign exchange contracts

Derivatives designated as hedging instruments

(In millions)

Assets

Liabilities

Assets

Liabilities

March 31, 2024

December 31, 2023

balance sheets:

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

ultimately incur when these contracts are settled.

indicative of the amounts we would realize in a current market exchange and may not be indicative of the gains or losses we may

commonly accepted valuation methodologies. See Note 18 for further details. Accordingly, the estimates presented may not be

Fair value amounts for all outstanding derivative instruments have been determined using available market information and

U.S. dollar

4.4

4.4

Euro

(10.7)

(11.5)

Norwegian krone

9.6

0.9

Brazilian real

33.4

6.7

(In millions)

USD Equivalent

Bought (Sold)

Net Notional Amount

positions:

purchase goods in certain countries. As of March 31, 2024, our portfolio of these instruments included the following material net

offsetting currency payments and receipts for particular projects or comply with government restrictions on the currency used to

Foreign exchange rate instruments embedded in purchase and sale contracts - The purpose of these instruments is to match

24

Derivative liabilities

$

199.7

$

(91.9)

$

107.8

$

204.7

$

(103.4)

$

101.3

Derivative assets

$

137.8

$

(91.9)

$

45.9

$

213.8

$

(103.4)

$

110.4

(In millions)

Recognized

Agreements

Net Amount

Recognized

Agreements

Net Amount

Gross Amount

Master Netting

Gross Amount

Master Netting

Permitted Under

Permitted Under

Not Offset,

Not Offset,

Gross Amounts

Gross Amounts

March 31, 2024

December 31, 2023

contracts. The following tables present both gross and net information of recognized derivative instruments:

and assets and liabilities are not offset. As of March 31, 2024 and December 31, 2023, we had no collateralized derivative

permits net settlement of the gross derivative assets against gross derivative liabilities. Each instrument is accounted for individually

Balance Sheet Offsetting - We execute derivative contracts with counterparties that consent to a master netting agreement, which

2023.

(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

Total

(a)

$

8.1

$

5.5

$

(23.5)

$

(0.1)

$

(4.6)

$

44.8

designated as hedging instruments

0.2

—

(21.4)

(0.1)

0.3

8.8

Gain (loss) recognized in income on derivatives not

income

7.9

5.5

(2.1)

—

(4.9)

36.0

Total cash flow hedge gain (loss) recognized in

Amounts excluded from effectiveness testing

7.0

4.9

(4.9)

1.7

(8.4)

40.1

income (loss)

$

0.9

$

0.6

$

2.8

$

(1.7)

$

3.5

$

(4.1)

Amounts reclassified from accumulated OCI to

Foreign Exchange Contracts

Cash Flow hedge gain (loss) recognized in income

income associated with hedges and derivatives

Revenue

Cost of sales

(expense), net

Revenue

Cost of sales

(expense), net

the condensed consolidated statements of

Other income

Other income

Total amount of income (expense) presented in

(In millions)

Three Months Ended March 31, 2024

Three Months Ended March 31, 2023

three months ended March 31, 2024 and 2023:

The following table represents the effect of cash flow hedge accounting in the condensed consolidated statements of income for the

25

$670.9 million and $683.4 million as of March 31, 2024 and December 31, 2023, respectively.

which results in a Level 2 fair value measurement. The estimated fair value of our private placement notes and senior notes was

Fair value of debt - We use a market approach to determine the fair value of our fixed-rate debt using observable market data,

definition of financial instruments, approximate fair value.

bank borrowings, credit facilities, as well as amounts included in other current assets and other current liabilities that meet the

The carrying amounts of cash and cash equivalents, trade receivables, accounts payable, short-term debt, debt associated with our

Other fair value disclosures

post collateral for derivative positions in a liability position. See Note 17 for further details.

We currently have no credit-risk-related contingent features in our agreements with the financial institutions that would require us to

and with the same credit rating.

counterparties not publicly available, are approximated by using the spread of similar companies in the same industry, of similar size

same calculation; however, a spread representing our credit spread is used. Our credit spread, and the credit spread of other

the present value of the portfolio by the counterparty’s published credit spread. Portfolios in a liability position are adjusted by the

notional values. Credit risk is then incorporated by reducing the derivative’s fair value in asset positions by the result of multiplying

measuring the change from the derivative contract rate and the published market indicative currency rate, multiplied by the contract

currency derivative instruments on a recurring basis. This approach calculates the present value of the future cash flow by

Derivative financial instruments - We use the income approach as the valuation technique to measure the fair value of foreign

approximates fair value.

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

using net asset value per share (or its equivalent) have not been classified in the fair value hierarchy.

These funds include fixed income and other investments measured at fair value. Certain investments that are measured at fair value

which is based on the fair value of the underlying investments using information reported by our investment advisor at quarter-end.

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,

in public markets.

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

Total liabilities

$

199.7

$

—

$

199.7

$

—

$

204.7

$

—

$

204.7

$

—

Foreign exchange contracts

199.7

—

199.7

—

204.7

—

204.7

—

Derivative financial instruments

Liabilities

Total assets

$

166.7

$

26.6

$

139.7

$

—

$

240.2

$

24.3

$

215.5

$

—

Foreign exchange contracts

137.8

—

137.8

—

213.8

—

213.8

—

Derivative financial instruments

Money market and stable value funds

2.3

—

1.9

—

2.1

—

1.7

—

Equity securities

$

26.6

$

26.6

$

—

$

—

$

24.3

$

24.3

$

—

$

—

Investments

Assets

(In millions)

Total

Level 1

Level 2

Level 3

Total

Level 1

Level 2

Level 3

March 31, 2024

December 31, 2023

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

NOTE 18. FAIR VALUE MEASUREMENTS

26

21, 2024. The ex-dividend date is May 20, 2024.

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

On April 23, 2024, the Company announced that its Board of Directors authorized and declared a quarterly cash dividend of $0.05

NOTE 19. SUBSEQUENT EVENTS

net settlement of gross derivative assets against gross derivative liabilities.

derivative contracts by executing contracts only with counterparties that consent to a master netting agreement, which permits the

Allowances for losses on trade receivables are established based on collectability assessments. We mitigate credit risk on

in the event of non-performance by the counterparty is limited to the amount drawn and outstanding on the financial instrument.

requiring credit approvals and credit limits and monitoring counterparties’ financial condition. Our maximum exposure to credit loss

credit risk on financial instruments by transacting only with what management believes are financially secure counterparties,

instruments that potentially subject us to credit risk primarily consist of trade receivables and derivative contracts. We manage the

Credit risk - By their nature, financial instruments involve risk, including credit risk, for non-performance by counterparties. Financial

27

efficient design and installation of the entire subsea field architecture. Our integrated commercial

Subsea - Innovative approaches to subsea projects, like our iEPCI solution, have improved project economics through more

mature our offering, particularly in carbon transportation and storage.

our unique combination of innovative technologies and integrated execution as we continue to further refine our positioning and

collect and feed the pressurized gas into an aquifer for permanent storage. The NEP project demonstrates our ability to leverage

transportation and storage infrastructure for carbon capture projects in the U.K.’s East Coast Cluster. Our all-electric solution will

2

Endurance Partnership (“NEP”). The partnership, which is a joint venture between bp, Equinor, and TotalEnergies, is building CO

More recently, we were selected to deliver the first all-electric subsea iEPCI for carbon capture and storage from the Northern

orders – nearly two years earlier than previously anticipated.

improvement in project economics. With this award, our New Energy business has now achieved more than $1 billion of inbound

moving the gas processing entirely to the seafloor, future FPSO and topside designs can be further simplified, driving significant

debottlenecking the gas processing plant that currently resides on the floating production storage and offloading unit (“FPSO”). By

In addition to reducing greenhouse gas emission intensity, HISEP® technologies will increase production capacity by

dense gases directly from the well stream for injection back into the reservoir, with all of the infrastructure residing on the seafloor.

2

this project for the subsea industry cannot be overstated. This will be the first project to use subsea processing to capture CO rich

award of the Mero 3 HISEP® project, which is the first iEPCI™ (“iEPCI”) contract ever awarded by Petrobras. The significance of

Our leadership in subsea processing, technology innovation, and integrated solutions was recognized earlier this year with the

alliances to further position ourselves as the leading architect for offshore energy.

removal, offshore floating renewables and hydrogen solutions. We have also been successful in building on our partnerships and

resources and reduction of carbon emissions. We are making real progress through our three main pillars of greenhouse gas

committed to the energy transition. Here, we believe that offshore will play a meaningful role in the transition to renewable energy

While we are confident that conventional resources will remain a large part of the energy mix for an extended period, we are also

of integrated solutions, differentiated technologies, and the industry’s most comprehensive subsea services offering.

subsea services, driven by the needs of growing and aging infrastructure. These trends allow TechnipFMC to leverage our full suite

technologies to drive further innovation and market expansion, particularly in the offshore market. And third, an expanded role for

flows, which we believe will largely be directed to the offshore and Middle East markets. Second, an increased role for new

to grow. However, we believe the market’s evolution will differ from the past, driven by three major trends. First, a shift in capital

We see continued strength ahead, driven by the resiliency and durability of the current market. The demand for energy will continue

spending, lending support to a constructive view on the longer-term outlook for oil and natural gas prices.

(“MMBD”). An extended period of underinvestment also contributed to a supply deficit that has required increased upstream

Aramco’s recent decision to forego an expansion in its production capacity above the current level of 12 million barrels per day

for OPEC+ countries focused on production levels that support both economic growth and energy investment. This includes

The price of oil has been supported by regional geopolitical tensions and the industry’s more disciplined capital spend, particularly

for hydrocarbons today to ensure the continuity of affordable energy while also playing an essential role in the energy transition.

greater energy security across the globe. As a result, the energy industry has accelerated its efforts to address the essential need

With long-term energy demand also forecast to increase, the conflicts in Ukraine and Israel have further highlighted the need for

in 2024.

efforts to balance price stability and economic growth. These actions are anticipated to support continued growth in energy demand

undertaken to curb high inflation. Inflation has eased, but interest rates remain elevated and central banks remain diligent in their

Overall Outlook - The global economy remains resilient despite multiple headwinds, including aggressive monetary tightening

BUSINESS OUTLOOK

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

28

meeting increased natural gas demand due in part to sanctions placed upon Russian supply.

surface market, led by large natural gas projects in the Middle East. We also expect North America to play an important role in

between current conventional energy supply and future renewable energy supply. The transition is expected to drive growth in the

The shift to renewable energy resources will take time. During this transition, we believe that natural gas will provide a bridge

National Oil Company.

up in production at our Saudi Arabia facility, as well as successful execution on our 10-year framework agreement with Abu Dhabi

companies that tend to maintain a longer-term view that exhibits less variability in capital spend. We experienced a continued ramp

Drilling activity in international markets is less cyclical than in North America as most activities are undertaken by national oil

for us to extend our leadership positions.

capabilities in these markets, which demand higher specification equipment, global services, and local content, provide a platform

2023. We continue to benefit from our exposure to the North Sea, Asia Pacific, and the Middle East. TechnipFMC’s unique

Surface Technologies - International markets comprise a significant portion of segment revenue, representing 59% of the total in

Subsea inbound orders will reach $30 billion over the three-year period ending 2025.

with high quality inbound supportive of further improvement in our financial returns. Looking ahead, we continue to believe that

more than 70% of total segment orders. This growth in orders also drove a 50% increase in Subsea backlog to over $12.2 billion,

from a record level of iEPCI projects, and when including all other direct awards and Subsea Services, the combination represented

Our Subsea inbound orders grew to $9.7 billion in 2023, an increase of 45% versus the prior year. The robust inbound benefited

production.

oil production will be required by 2040 to meet future energy demand, including approximately 10 MMBD of new deepwater

Offshore development is likely to remain a significant part of many of our customers’ portfolios. We estimate over 35 MMBD of new

countries will become producers of deepwater resources during this decade.

In Namibia, there has also been a major discovery with multiple operators beginning their drilling campaigns. We believe additional

the successful appraisal of two oilfields, with confirmed combined recoverable resources of approximately 700 million barrels of oil.

There is also exploration activity occurring in new offshore frontiers. In Suriname, five major discoveries have been made through

pioneered by our company.

today’s oil prices. We believe these changes are fundamental and sustainable as a result of new business models and technology

Given the significant improvement in project economics, many offshore discoveries can be developed economically well below

model, enabling an enterprise-wide way of working.

equipment – savings that are both real and sustainable. This has paved the way for other products to adopt a similar operating

manufacturing flow, resulting in up to 25% lower product cost and a shortened 12-month delivery time for subsea production

transformational to the future of our company. CTO has allowed us to redefine our sourcing strategy and transform our

With CTO, we have designed an architecture, process, culture, and tools that are scalable and, more importantly, are

economics of our customers’ projects while driving greater efficiencies for TechnipFMC.

provides simplification of unique project requirements by leveraging a configure-to-order (“CTO”) model that further improves the

and further reduce costs. An example of this is Subsea 2.0 , our pre-engineered configurable product offering. This technology

TM

As the subsea industry continues to evolve, we are driving simplification, standardization, and industrialization to reduce cycle times

opportunity set for our clients and has grown to represent nearly one-third of the addressable subsea market.

umbilicals, risers, and flowlines (“SURF”) and installation vessels. iEPCI created a new market and helped expand the deepwater

model, iEPCI, brought together the complementary work scopes of the subsea production system (“SPS”) with the subsea

29

non-operating losses.

$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

gains and losses on sales of property, plant and equipment and non-operating gains and losses. The net increase in expense of

Other income (expense), net, includes gains and losses associated with the remeasurement of net monetary assets and liabilities,

Other Income (Expense), Net

the same period in 2023, as a result of increased activity in both reporting segments.

Selling, general and administrative expense increased by $5.9 million during the three months ended March 31, 2024, compared to

Selling, General and Administrative Expense

in North America were offset by improved profitability in the rest of the world.

activity mix. Surface Technologies gross profit was flat compared to the same period in 2023, as the sale of MSB and lower activity

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

Gross profit (revenue less cost of sales) increased to $341.4 million in 2024 compared to $220.9 million in 2023. Subsea gross profit

Gross Profit

activity in North America driven by lower levels of drilling and completion activity.

$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

installation activities, sales of subsea production equipment and supply of flexible pipe. Surface Technologies revenue decreased by

31, 2023, when compared to December 31, 2022, particularly in Brazil, Guyana, Angola, and the United States from higher

Subsea revenue increased by $347.2 million, driven by conversion of increased backlog, which was 49.6% higher as of December

Revenue increased by $324.6 million during the three months ended March 31, 2024, compared to the same period in 2023.

Revenue

Net income attributable to TechnipFMC plc

$

157.1

$

0.4

$

156.7

39,175.0

Net income attributable to non-controlling interests

(3.8)

(7.4)

3.6

48.6

Net income

160.9

7.8

153.1

1,962.8

Provision for income taxes

49.7

37.4

12.3

32.9

Income before income taxes

210.6

45.2

165.4

365.9

Net interest expense

(12.7)

(18.7)

6.0

32.1

Income from equity affiliates

1.4

14.2

(12.8)

(90.1)

Gain on disposal of Measurement Solutions business

75.2

—

75.2

—

Other income (expense), net

(12.3)

(1.3)

(11.0)

(846.2)

Total costs and expenses

1,883.0

1,666.4

216.6

13.0

Restructuring, impairment and other charges

5.0

0.6

4.4

733.3

Research and development expense

17.6

15.4

2.2

14.3

Selling, general and administrative expense

159.8

153.9

5.9

3.8

Cost of sales

1,700.6

1,496.5

204.1

13.6

Costs and expenses

Revenue

$

2,042.0

$

1,717.4

$

324.6

18.9

(In millions, except %)

2024

2023

$

%

March 31,

Change

Three Months Ended

THREE MONTHS ENDED MARCH 31, 2024 AND 2023

CONSOLIDATED RESULTS OF OPERATIONS OF TECHNIPFMC PLC

30

related to the higher activity.

volume, combined with $43.8 million due to a favorable activity mix, partially offset by a $24.7 million increase in operating expense

Subsea operating profit for the three months ended March 31, 2024, increased by $89.8 million, of which $70.7 million came from

rest of the world primarily from lower activity as projects reached completion.

increased supply of flexible pipe. The increased revenue in these geographies was offset by a net $36.6 million decrease from the

Angola, and $66.5 million from the United States, due to higher installation activities, sales of subsea production equipment, and

commercial offerings. $152.6 million of the increase in revenue came from Brazil, $83.8 million from Guyana, $80.9 million from

driven by increased backlog during 2023, related to higher energy demand and upstream spending, further aided by our unique

Subsea revenue increased by $347.2 million during the three months ended March 31, 2024, compared to the same period in 2023,

Operating profit as a percentage of revenue

9.0 %

4.8 %

4.2 pts.

Operating profit

$

156.6

$

66.8

$

89.8

134.4

Revenue

$

1,734.8

$

1,387.6

$

347.2

25.0

(In millions, except %)

2024

2023

$

%

March 31,

Change

Three Months Ended

Subsea

THREE MONTHS ENDED MARCH 31, 2024 AND 2023

SEGMENT RESULTS OF OPERATIONS OF TECHNIPFMC PLC

higher tax rates than in the United Kingdom.

Our effective tax rate can fluctuate depending on our country mix of earnings, since our foreign earnings are generally subject to

assets.

adjustments related to the reassessment of prior year tax accruals and changes in valuation allowances on some of our deferred tax

82.7%, respectively. The change in the effective tax rate was largely due to the change in geographical profit mix year over year, tax

Our provision for income taxes for the three months ended March 31, 2024 and 2023 reflected effective tax rates of 23.6% and

Provision for Income Taxes

period in 2023, due to a reduction in outstanding debt and higher interest income.

Net interest expense of $12.7 million decreased by $6.0 million in the three months ended March 31, 2024, compared to the same

Net Interest Expense

million, respectively, driven by a decrease in operational activity of our joint ventures.

For the three months ended March 31, 2024 and 2023, we recorded income from equity method affiliates of $1.4 million and $14.2

Income from Equity Affiliates

MSB.

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

Gain on Disposal of Measurement Solutions Business

31

Total inbound orders

$

2,774.4

$

2,858.9

Surface Technologies

370.6

322.4

Subsea

$

2,403.8

$

2,536.5

(In millions)

2024

2023

Three Months Ended March 31,

Inbound Orders

period.

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

INBOUND ORDERS AND ORDER BACKLOG

$5.2 million of transaction costs associated with the sale of MSB.

Corporate expense increased by $4.8 million, or 17.5%, compared to the same period in the prior year, primarily driven by

Corporate expense

$

(32.2)

$

(27.4)

$

(4.8)

(17.5)

(In millions, except %)

2024

2023

$

%

March 31,

Change

Three Months Ended

Corporate Expense

world.

$2.6 million was related to business in the Middle East, and $3.2 million from improved operational performance in the rest of the

Surface Technologies operating profit increased by $81.0 million. $75.2 million of the increase was due to the sale of MSB,

deliveries this quarter of well service pumps.

This revenue decrease was offset by a $4.7 million increase from the rest of the world, primarily in Asia Pacific, driven by higher

activity in North America driven by lower levels of drilling and completion activity in the U.S. and the exit of Canadian operations.

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

Surface Technologies revenue decreased by $22.6 million during the three months ended March 31, 2024, compared to the same

Operating profit as a percentage of revenue

33.7 %

6.8 %

26.9 pts.

Operating profit

$

103.4

$

22.4

$

81.0

361.6

Revenue

$

307.2

$

329.8

$

(22.6)

(6.9)

(In millions, except %)

2024

2023

$

%

March 31,

Change

Three Months Ended

Surface Technologies

32

ended March 31, 2024.

from investing activities was primarily due to $186.1 million in proceeds received from the sale of MSB during the three months

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

Investing cash flows - Investing activities provided $136.3 million of cash during the three months ended March 31, 2024 as

derivative assets and liabilities and timing of income tax payments.

2024, as compared to 2023, was due to timing differences on project milestones, payments to vendors for inventory, fluctuations in

three months ended March 31, 2024 and 2023, respectively. The decrease of $259.5 million in cash used by operating activities in

Operating cash flows - We used $126.7 million and $386.2 million in operating cash flows from continuing operations during the

Cash Flows

Net debt

$

(327.0)

$

(115.6)

Long-term debt, less current portion

(887.2)

(913.5)

Short-term debt and current portion of long-term debt

(136.6)

(153.8)

Cash and cash equivalents

$

696.8

$

951.7

(In millions)

2024

2023

March 31,

December 31,

condensed consolidated balance sheets:

The following table provides a reconciliation of our cash and cash equivalents to net debt, utilizing details of classifications from our

in accordance with GAAP or as an indicator of our operating performance or liquidity.

structure. Net debt should not be considered an alternative to, or more meaningful than, cash and cash equivalents as determined

measure that may assist investors in understanding our financial condition and recognizing underlying trends in our capital

GAAP financial measure to evaluate our capital structure and financial leverage. We believe net debt is a meaningful financial

Net Debt - Net debt is a non-GAAP financial measure reflecting cash and cash equivalents, net of debt. Management uses this non-

various jurisdictions to best meet the liquidity needs of our global operations.

Most of our cash is managed centrally and flows through bank accounts controlled and maintained by TechnipFMC globally in

LIQUIDITY AND CAPITAL RESOURCES

the Middle East, namely Aramco and ADNOC. The remaining backlog was composed of various projects in the rest of the world.

December 31, 2023. Surface Technologies’ backlog of $1,037.0 million as of March 31, 2024, was composed primarily of projects in

Surface Technologies - Order backlog for Surface Technologies as of March 31, 2024 decreased by $29.9 million compared to

Rose; Equinor Raia and Rosebank; ENI Merakes East; Woodside Trion and OMV Berling.

Mozambique LNG and GirLiFlex; ExxonMobil Uaru; AkerBP Utsira High; Azule Energy Agogo; Shell Sparta, Husky West White

and was composed of various subsea projects, including Petrobras Buzios 6, Mero II, and, Mero 3 HISEP®; TotalEnergies

Subsea - Subsea backlog of $12,455.5 million as of March 31, 2024 increased by $291.4 million compared to December 31, 2023,

Total order backlog

$

13,492.5

$

13,231.0

Surface Technologies

1,037.0

1,066.9

Subsea

$

12,455.5

$

12,164.1

(In millions)

2024

2023

March 31,

December 31,

Order Backlog

performed. See Note 4 for further details.

date. Backlog reflects the transaction price for products and services for which we have a material right, but work has not been

Order backlog - Order backlog is calculated as the estimated sales value of unfilled, confirmed customer orders at the reporting

33

representing our credit spread is used.

the counterparty’s published credit spread. Portfolios in a liability position are adjusted by the same calculation; however, a spread

incorporated by reducing the derivative’s fair value in asset positions by the result of multiplying the present value of the portfolio by

contract rate and the published market indicative currency rate, multiplied by the contract notional values. Credit risk is then

recurring basis. This approach calculates the present value of the future cash flow by measuring the change from the derivative

The income approach was used as the valuation technique to measure the fair value of foreign currency derivative instruments on a

related to credit risk were not material for any period presented.

net credit differential between the counterparties to the derivative contract. Adjustments to our derivative assets and liabilities

values must also take into account our credit standing, thus including the valuation of the derivative instrument and the value of the

derivative assets and liabilities reflect the fair value of the instruments, including the values associated with counterparty risk. These

For the purposes of mitigating the effect of the changes in exchange rates, we hold derivative financial instruments. Valuations of

Credit Risk Analysis

repurchase. All shares repurchased were immediately cancelled.

of $344.6 million and the closing stock price as of March 31, 2024, approximately 13.7 million ordinary shares could be subject to

an aggregate amount of $455.4 million of ordinary shares through March 31, 2024. Based upon the remaining repurchase authority

during the three months ended March 31, 2024. Since the initial share repurchase authorization in July 2022, we have purchased

our share repurchase program. Pursuant to this share repurchase program, we repurchased $150.1 million of ordinary shares

existing program, our total share repurchase authorization was increased to $800.0 million of our outstanding ordinary shares under

On July 26, 2023, our Board of Directors authorized an additional share repurchase of up to $400.0 million. Together with the then

May 21, 2024. The ex-dividend date is May 20, 2024.

per share, payable on June 5, 2024 to shareholders of record as of the close of business on the New York Stock Exchange on

On April 23, 2024, the Company announced that its Board of Directors authorized and declared a quarterly cash dividend of $0.05

intend to pay dividends on a quarterly basis, and this dividend represents $0.20 per share on an annualized basis.

Stock Exchange on March 19, 2024. The cash dividend paid during the three months ended March 31, 2024 was $21.7 million. We

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

On February 20, 2024, our Board of Directors authorized and declared a quarterly cash dividend of $0.05 per share. The cash

credit as well as the issue-level ratings on the Company’s senior unsecured notes.

2024, S&P Global Ratings upgraded TechnipFMC to investment grade, raising its rating to ‘BBB-’ from ‘BB+’ for both the issuer

with Moody’s is Ba1 for our long-term unsecured, guaranteed debt. See Note 12 for further details regarding our debt. On March 7,

Notes) and BBB- for our 2012 and 2020 long-term unsecured debt (the 2012 and 2020 Private Placement Notes). Our credit rating

Credit Ratings - Our credit ratings with Standard and Poor’s (“S&P”) are BBB- for our long-term unsecured, guaranteed debt (2021

Facility was $1,250.0 million.

As of March 31, 2024, there were no letters of credit outstanding, and our availability of borrowings under the Revolving Credit

Availability of borrowings under the Revolving Credit Facility is reduced by the outstanding letters of credit issued against the facility.

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.

We are committed to maintaining a capital structure that provides sufficient cash resources to support future operating and

Debt and Liquidity

million and dividends paid of $21.7 million during the three months ended March 31, 2024.

$100.1 million in share repurchases, an increase of payments related to taxes withheld on share-based compensation of $35.1

and 2023, respectively. The increase of $168.7 million in cash used by financing activities was primarily due to an increase of

Financing cash flows - Financing activities used $256.2 million and $87.5 million during the three months ended March 31, 2024

34

€54.1 million, respectively, for a total of €208.9 million. Under the companies’ separation

Under the terms of the CJIP, Technip UK and Technip Energies France will pay a public interest fine of €154.8 million and

(“CJIP”), which does not involve any admission of liability or guilt.

historical projects in Equatorial Guinea, Ghana, and Angola. The resolution took the form of a convention judiciaire d'interet public

subsidiary of Technip Energies NV, reached a resolution with the PNF of all outstanding matters, including its investigations into

Financier (“PNF”)). On June 22, 2023, the Company, through its subsidiary Technip UK Limited, along with Technip Energies SAS, a

As previously disclosed, we have also resolved an anti-corruption investigation by French authorities (the Parquet National

the United States and Brazil have been completed and the Company has been unconditionally released by both jurisdictions.

the Court on January 4, 2023, thereby closing the case. All obligations to regulatory authorities related to the enforcement matters in

the Court that the Company had fully met and completed all of its obligations under the DPA. The Dismissal Order was signed by

27, 2022, the DOJ filed a Motion to Dismiss the charges against TechnipFMC related to conspiracy to violate the FCPA, noting to

successfully completed all of the self-reporting requirements in the leniency agreements and the case was closed. On December

On December 8, 2022, the Company received notice of the official release from all obligations and charges by CGU, having

commitment to cooperation and transparency with the compliance community in Brazil and globally.

certain enhancements to the compliance programs in Brazil during the two-year self-reporting period, which aligned with our

Flexíveis Ltda. entered into leniency agreements with both the MPF and the CGU/AGU. We made, as part of those agreements,

In Brazil, on June 25, 2019, our subsidiaries Technip Brasil - Engenharia, Instalações E Apoio Marítimo Ltda. and Flexibrás Tubos

Administrative Order issued by the SEC related to Unaoil.

guilty to one count of conspiracy to violate the FCPA related to conduct in Brazil. We also consented to the entry of an

conspiracy to violate the FCPA related to conduct in Brazil and with Unaoil. In addition, Technip USA, Inc., a U.S. subsidiary, pled

As part of this resolution, we entered into a three-year Deferred Prosecution Agreement (“DPA”) with the DOJ related to charges of

respectively.

monitor and instead, provided reports on our anti-corruption program to the Brazilian and U.S. authorities for two and three years,

and historic conduct by FMC Technologies concerning services provided by a vendor, Unaoil S.A.M. We were not required to have a

Attorney General of Brazil (“AGU”) to resolve these anti-corruption investigations related to historic conduct by Technip S.A. in Brazil

SEC, and Brazilian authorities (Federal Prosecution Service (“MPF”) and the Comptroller General of Brazil (“CGU”) and the

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

OTHER MATTERS

estimates. During the three months ended March 31, 2024, there were no changes to our identified 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

CRITICAL ACCOUNTING ESTIMATES

for investment in growth and distribution to shareholders through the business cycle.

maintaining our commitment to sustainable leverage and liquidity, we expect to be able to continue to generate cash flow available

Projected capital expenditures do not include all contingent capital that may be needed to respond to contract awards. In

capital throughout the cycle. Our capital expenditures can be adjusted and managed to match market demand and activity levels.

through growth, cyclicality and unforeseen events. We continue to maintain and drive sustainable leverage to preserve access to

We are committed to a strong balance sheet. We continue to maintain sufficient liquidity to support the needs of the business

Financial Position Outlook

to post collateral for derivative positions in a liability position.

At this time, we have no credit-risk-related contingent features in our agreements with the financial institutions that would require us

companies in the same industry, of similar size, and with the same credit rating. See Notes 17 and 18 for further details.

Our credit spread, and the credit spread of other counterparties not publicly available, are approximated using the spread of similar

35

materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

There were no changes in our internal control over financial reporting during the three months ended March 31, 2024 that have

Changes in Internal Controls over Financial Reporting

procedures were effective as of March 31, 2024.

Based upon this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and

effectiveness of our disclosure controls and procedures, as defined in Rule 13a-15(e) and 15d-15(e) under the Exchange Act.

As of March 31, 2024, under the direction of our Chief Executive Officer and Chief Financial Officer, we have evaluated the

Evaluation of Disclosure Controls and Procedures

ITEM 4. CONTROLS AND PROCEDURES

exposure to market risk has not changed materially since December 31, 2023.

Qualitative Disclosures About Market Risk,” in our Annual Report on Form 10-K for the year ended December 31, 2023. Our

For quantitative and qualitative disclosures about market risk affecting the Company, see Part II, Item 7A, “Quantitative and

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

President of the Tribunal Judiciaire of Paris at a hearing on June 28, 2023.

TechnipFMC fully cooperated with the PNF and was not required to retain a monitor. The CJIP received final approval by the

current liabilities in our condensed consolidated balance sheets as of March 31, 2024.

2024, respectively, we have an outstanding balance of €103.2 million that is translated to $111.5 million and is recorded in other

$126.5 million. After making scheduled installment payments of €24.7 million and €51.6 million on July 13, 2023 and January 15,

responsible for the remaining €29.45 million. During the three months ended June 30, 2023, we recorded an incremental liability of

agreements, TechnipFMC is responsible for €179.45 million to be paid in installments through July 2024, and Technip Energies is

36

None.

ITEM 4. MINE SAFETY DISCLOSURES

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

(b)

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

of $150.1 million at an average price of $24.02 per share.

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

(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

Total

6,245,154 $

24.02

6,245,154

13,723,705

March 1, 2024 to March 31, 2024

6,245,154 $

24.02

6,245,154

13,723,705

February 1, 2024 to February 29, 2024

— $

—

—

—

January 1, 2024 to January 31, 2024

— $

—

—

—

Period

Purchased

(a)

Share

Programs

Programs

(b)

Shares

Paid per

Announced Plans or

Under the Plans or

Total Number of

Average Price

Part of Publicly

Yet Be Purchased

Shares Purchased as

of Shares That May

Total Number of

Maximum Number

ISSUER PURCHASES OF EQUITY SECURITIES

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

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

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

I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2023.

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

ITEM 1A. RISK FACTORS

operations or cash flows.

resolution of these matters will not have a material adverse effect on our condensed consolidated financial position, results of

outcome of these actions because of their inherent uncertainty. However, management believes that the most probable, ultimate

service quality and ownership arrangements, including certain put or call options. Management is unable to predict the ultimate

disputes can involve our agents, suppliers, clients and joint venture partners and can include claims related to payment of fees,

We are involved in various pending or potential legal actions or disputes in the ordinary course of our business. These actions and

ITEM 1. LEGAL PROCEEDINGS

PART II — OTHER INFORMATION

37

\*

Furnished herewith.

Commission upon request.

+

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

^

Indicates a management contract or compensatory plan or arrangement.

104

Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

101.PRE

Inline XBRL Taxonomy Extension Presentation Linkbase Document.

101.LAB

Inline XBRL Taxonomy Extension Label Linkbase Document.

101.DEF

Inline XBRL Taxonomy Extension Definition Linkbase Document.

101.CAL

Inline XBRL Taxonomy Extension Calculation Linkbase Document.

101.SCH

Inline XBRL Taxonomy Extension Schema Document.

the Inline XBRL document.

101.INS

XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within

32.2\*

Certification of Chief Financial Officer Under Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. 1350.

32.1\*

Certification of Chief Executive Officer Under Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. 1350.

31.2

Certification of Chief Financial Officer Pursuant to Rule 13a-14(a) and Rule 15d-14(a).

31.1

Certification of Chief Executive Officer Pursuant to Rule 13a-14(a) and Rule 15d-14(a).

Annual Report on Form 10-K filed on February 27, 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

filed on January 29, 2024) (File No. 001-37983)

10.4^

Form of TechnipFMC plc Executive Severance Agreement (incorporated by reference from Exhibit 10.1 to the Current Report on Form 8-K

10.3^

+

Form of Performance Stock Unit Agreement pursuant to the Amended and Restated TechnipFMC plc Incentive Award Plan (Employee)

10.2^

Form of Restricted Stock Unit Agreement pursuant to the Amended and Restated TechnipFMC plc Incentive Award Plan (Employee)

Director)

10.1^

Form of Restricted Stock Unit Agreement pursuant to the Amended and Restated TechnipFMC plc Incentive Award Plan (Non-Employee

Exhibit Number

Exhibit Description

ITEM 6. EXHIBITS

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

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

Chief Accounting Officer

(ii) March 26, 2025

Senior Vice President, Controller and

Adoption

03/27/2024

X

5,928

securities under the plan are sold and

364

The earlier of (i) the date when all

David Light

Name and Title

Action

Date

1

(1)

10b5-1

(2)

to be Sold

Expiration

days)

Rule 10b5-

Non-Rule

of Ordinary Shares

Duration (in

Maximum Number

Plans

require a waiting period of at least 90 days prior to the first trade.

discretionary written plan adopted at a time when the director or officer is not in possession of material, nonpublic information and

(each, a “Rule 10b5-1 Plan”). Rule 10b5-1 Plans allow our directors or officers to transact in Company equity pursuant to a non-

During the three months ended March 31, 2024, certain of our directors or officers adopted Rule 10b5-1 trading arrangements

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

ITEM 5. OTHER INFORMATION

38

Date: April 26, 2024

(Chief Accounting Officer and a Duly Authorized Officer)

Senior Vice President, Controller and Chief Accounting Officer

David Light

/s/ David Light

(Registrant)

TechnipFMC plc

behalf by the undersigned thereunto duly authorized.

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

SIGNATURES

Page 1

4.

Rights and Obligations as Stockholder.

consummation of the Change in Control.

3.

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

to result in death or that can be expected to last for a continuous period of not less than twelve (12) months.

substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected

(60) days, following the date of such death or Disability. “Disability” means Participant’s inability to engage in any

below) prior to the Vesting Date, the RSUs will vest in full and be payable as soon as practicable, but not more than sixty

2.

Death or Disability. Notwithstanding Section 1, in the event of Participant’s death or Disability (as defined

Date, an Award remains subject to substantial risk of forfeiture.

Termination of Service before the Vesting Date other than as provided in Sections 2 or 3 below. Prior to the Vesting

otherwise provided in Section 2 and 3 below (the “Settlement Date”). All RSUs will be forfeited upon Participant’s

Compensation Plan, or if no such election is made, then upon termination of service from the Board of Directors, unless

elected by the Participant pursuant to a timely filed Award Election Form under the TechnipFMC plc Directors Deferred

Participant’s continued service as a Director of the Company through the Vesting Date. The RSUs will be payable as

1.

Vesting. The RSUs will vest one year following the Grant Date (the “Vesting Date”), subject to the

“RSUs”) of the Company’s ordinary shares (the “Shares”). The award is made upon the following terms and conditions:

The Committee, on behalf of the Company, grants to the Participant an award of [] restricted stock units (the

Participant as an inducement to remain in the service of the Company.

it would be in the interest of the Company and its stockholders to grant an award of restricted stock units to the

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

provisions of the Plan will prevail.

have the meanings provided in the Plan. To the extent there is a conflict between the Plan and this Agreement, the

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

time, is incorporated by reference and made a part of this Agreement and will control the rights and obligations of the

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

“Participant”).

plc, a public limited company incorporated under the laws of England and Wales (the “Company”) and [] (the

This Restricted Stock Unit Agreement (the “Agreement”) is made as of [] (the “Grant Date”) by TechnipFMC

Directors

TECHNIPFMC PLC 2022 INCENTIVE AWARD PLAN

PURSUANT TO THE

RESTRICTED STOCK UNIT AGREEMENT

Page 2

(with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

deemed to be duly given when sent via email or when sent by certified mail (return receipt requested) and deposited

now on file with the Company, or to such other address as either may designate to the other in writing. Any notice will be

the Participant (or other person entitled to receive the RSUs) will be addressed to such person at the Participant’s address

Secretary, TechnipFMC plc, John T. Gremp Campus, 13450 Lockwood Road, Houston, Texas 77044, and any notice to

9.

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

following the Settlement Date.

Shares on the Settlement Date, or, if the Settlement Date is not a business day, the next business day immediately

withholding, Fair Market Value shall be equal to the closing price (as reported on the New York Stock Exchange) of the

to the taxes required to be withheld, determined based upon the Fair Market Value of the Shares. For purposes of

withhold a portion of the Shares to which the Participant or beneficiary otherwise would be entitled equivalent in value

withholding tax laws, and will be entitled to take any action necessary to effectuate such compliance. The Company may

8.

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

securities exchanges as may be required.

subject to all applicable laws, rules and regulations and to such approvals by any governmental agencies or national

7.

Government Regulation. The Company’s obligation to deliver Shares following the Vesting Date will be

time.

a Director, or as affecting in any way the right of the Company to terminate the appointment of the Participant at any

guarantee, agreement or understanding of any kind or nature that the Company will continue to appoint the Participant as

6.

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

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

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

5.

No Limitation on Rights of the Company. The granting of RSUs will not in any way affect the right or

Regulations 2019.

Securities Exchange Act, the Market Abuse Regulation ((EU) No 596/2014 (MAR) and the UK Market Abuse Exit

Business Conduct and the Insider Trading Policy and the insider trading and anti-market abuse rules of the U.S.

policies and procedures related to trading in the Company’s Shares, including, but not limited to, the Company’s Code of

(b)

After the Settlement Date, the Participant agrees to comply with any and all of the Company’s

shall be paid to the Participant as soon as practicable, but no later than sixty days following the Settlement Date.

Dividend Equivalents paid on unvested RSUs shall be held by the Company until such RSUs become vested RSUs and

provided, however, that no Dividend Equivalents shall be payable prior to the Vesting Date on any unvested RSUs. All

hypothecate or otherwise dispose of any of the RSUs. The Participant will receive Dividend Equivalents on the RSUs,

(a)

Prior to the Settlement Date, the Participant may not vote, sell, exchange, transfer, pledge,

Page 3

Participant must

documents if the attempted electronic delivery of such documents fails. Similarly, the Participant understands that the

in writing. The Participant further acknowledges that the Participant will be provided with a paper copy of any

copy of any documents delivered electronically at no cost to the Participant by contacting the Company by telephone or

(b)

Paper Copies. Participant acknowledges that he or she may receive form the Company a paper

Plan and this Agreement.

signature and accordingly, shall bind the Participant and the Company to all of the terms and conditions set forth in the

described herein. Electronic execution of this Agreement shall have the same binding effect as a written or hard copy

mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents

by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic

address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time

Participant may revoke his or her consent to the electronic delivery of documents or may change the electronic mail

delivery of the document via e-mail or such other means of electronic delivery specified by the Company. The

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

may designate from time to time. Such means of electronic delivery may include but do not necessarily include the

electronically the Agreement to the Company or to such third party involved in administering the Plan as the Company

Company’s stockholders, may be delivered to the Participant electronically. In addition, the Participant may deliver

include: the Plan, this Agreement, the Plan’s prospectus, and any reports of the Company provided generally to the

(a)

Description of Electronic Delivery. The Plan documents, which may include but do not necessarily

other address as such party may designate in writing from time to time to the other party.

postage and fees prepaid, addressed to the other party at the address shown below that party’s signature hereto or at such

postal service, by registered or certified mail, or with an internationally recognized overnight courier service, with

at the e-mail address, if any, provided for the Participant by the Company, or upon deposit in a government sponsored

Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery

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

13.

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

written agreement between the Company and the Participant.

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

12.

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

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

11.

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

conditions of the Plan, if any, a copy of which has been made available to the Participant.

10.

Administration. The Participant’s rights under this Agreement are expressly subject to the terms and

Page 4

These entities

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

may be required or appropriate for the Purposes. Data may also be made available to public authorities where required by

securities depositories, stock exchanges, etc.), their respective auditors, advisors and consultants and any other parties as

Data may be disclosed to third-party stock plan administrators (including banks, brokers, custodians, central

and/or to exercise a (legal) claim.

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

threatening dispute and/or (legal) claim, investigation by a relevant supervisory authority, litigation or arbitration, to

reporting and other legal requirements, and (ii) on the basis of its legitimate interest in case of a pending and/or

In addition to the Purposes, Company uses the Data (i) in order to comply with securities law and financial

collected directly from the Participant or are provided by the Company.

The Company, having its registered office at [], is the data controller for such processing. As the case may be, Data are

national identification number, nationality, any shares of stock held in the Company and details of all Awards (“Data”).

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

manage and administer the Plan and the Agreement (“Purposes”), it is necessary to collect and process certain personal

16.

Data Privacy. Participant acknowledges, agrees and consents, in order to perform, including to implement,

the laws of the State of Delaware.

15.

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

requirements of Section 409A.

or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the

policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary

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

sole discretion (without any obligation to do so or to indemnify the Participant or any other person for failure to do so) to

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

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

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

payment will be delayed until the first business day following the six month anniversary of such separation from service,

the meaning of Section 409A and if the Participant is a “specified employee” as defined in Section 409A, then such

employment or service, then such payment will only be made if such termination is a “separation from service” within

of taxes under Section 409A on the Participant, and payment of the Award is made upon the Participant’s termination of

Award (or any portion thereof) may be subject to Section 409A, then (a) to the extent necessary to avoid any imposition

Notwithstanding any other provision of the Plan or this Agreement, if at any time the Administrator determines that this

without limitation any such regulations or other guidance that may be issued after the date hereof, “Section 409A”).

(together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including

14.

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

electronic delivery or execution of such document fails.

provide the Company or any designated third party administrator with a paper copy of any documents if the attempted

Page 5

settled or paid during the Significant Misconduct Period by: (a) cancelling any Award, in whole or in part,

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

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

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

regulations promulgated thereunder). In addition, in the event the Participant engages in Significant Misconduct, the

Applicable Law (including the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or

Company clawback policy as in effect from time to time, including any clawback policy adopted to comply with

Award or the vesting, exercise, settlement or resale of any Shares underlying any Awards) will be subject to any

proceeds, gains or other economic benefit the Participant actually or constructively receives upon receipt of the

18.

Clawback Provisions. The RSUs and any other Awards granted to the Participant (including any

17.

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

obligations and administer the Plan and the Agreement.

accepts that in the event he or she chooses to withdraw his or her consent, Company may not be able to perform its

the TechnipFMC Data Protection Office at privacy@TechnipFMC.com. Participant acknowledges, agrees and

described in this Section 16. At any time, Participant may withdraw the consent given herein in writing by contacting

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

If Participant is located outside of the European Economic Area and to the extent consent to the processing

Plan or this Agreement.

Data requested or restrict the processing of the Data, Company will not be able to perform its obligations under the

It is obligatory for the Participant to provide any Data requested. If the Participant chooses not to furnish any

the TechnipFMC Data Protection Office at privacy@TechnipFMC.com.

longer periods. Participant may request further information on retention period applicable to the Data by contacting

necessary for defending their interests in the context of judicial proceedings, the Company will store the Data for

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

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

addressed by contacting the TechnipFMC Data Protection Office at privacy@TechnipFMC.com.

claims with the competent data protection authority. Requests regarding the Data, questions or complaints may be

Articles 15 to 21 of the GDPR or other similar applicable regulations and has the right to file complaints and/or

restrict processing of the Data, to object to the processing of the Data, as well as request Data portability pursuant to

Participant may request to have access to the his or her Data, to rectify any such Data, to erase the Data, to

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

European Commission. Participant may request a copy of such safeguards by contacting the TechnipFMC Data

protection of the Data when disclosing the Data to a third party, such as the standard contractual clauses proposed by the

residence. Where relevant, the Company and its Subsidiaries will implement appropriate safeguards to ensure the

including in territories where data protection laws may not be as protective as in the Participant’s jurisdiction of

and authorities may be located in the United States, the United Kingdom, the European Economic Area, or elsewhere,

Page 6

occurrence, discovery, or public disclosure of Significant Misconduct.

(b)

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

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

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

(a)

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

19.

Unless otherwise provided on Schedule A:

of vesting, exercise, settlement or sale, as applicable, and/or (c) reducing or offsetting future incentive compensation.

received upon the vesting, exercise or settlement of the Award or sale of the underlying Shares valued as of the date

whether or not vested or deferred, (b) requiring the Participant repay to the Company any gain realized or payment

Page 7

Securities Act of 1933.

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

Signed Electronically Via Online Process

Name:

Executive Vice President, People & Culture

[Participant Name]

By:

Nisha Rai

TechnipFMC plc

Executed as of the Grant Date.

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

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

Page 8

directorship, consultancy or employment contract or relationship.

(f)

The value of the RSUs is an extraordinary item of compensation that is outside of the scope of any

(e)

Participation in the Plan is voluntary.

discretion of the Administrator.

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

(d)

All determinations with respect to any future awards, including, but not limited to, the times when awards

repeatedly in the past.

contractual or other right to receive RSUs or benefits in lieu of RSUs in the future, even if a Participant has received RSUs

(c)

The grant of the RSUs under the Plan is voluntary and occasional and does not give Participant any

cancel or terminate the Plan at any time.

(b)

The Plan is discretionary in nature and that, subject to the terms of the Plan, the Company can amend,

COMPANY OR ANY SUBSIDIARY.

DIRECTORSHIP, EMPLOYMENT OR OTHER SERVICE AGREEMENT BETWEEN A PARTICIPANT AND THE

ANY REASON, NOR SHALL IT BE CONSTRUED TO AMEND OR MODIFY THE TERMS OF ANY CONSULTANCY,

OF THE COMPANY OR ANY SUBSIDIARY TO EFFECT A TERMINATION OF SERVICES AT ANY TIME,AND FOR

VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH THE RIGHT

EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A DIRECTOR OR EMPLOYEE FOR THE

TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE DO NOT CONSTITUTE AN

APPLICABLE VESTING DATE UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THE AGREEMENT. THE

DIRECTOR, OR EMPLOYEE (AS APPLICABLE) OF THE COMPANY OR A SUBSIDIARY THROUGH THE

PURSUANT TO THE VESTING SCHEDULE WILL OCCUR ONLY IF THE PARTICIPANT CONTINUES AS A

(a)

No Guarantee of Continued Service. THE VESTING OF THE RESTRICTED STOCK UNITS

Award, the Participant acknowledges and agrees that:

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

laws in the country of residence may apply to Awards.

Participants are advised to seek appropriate professional advice as to how the relevant exchange control and tax

this Schedule A without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail. Any capitalized term used in

addition to those set forth in the Agreement, unless otherwise noted, and to the extent there are any inconsistencies between these

applicable to Participants providing services to the Company in the countries identified below. These terms and conditions are in

This Schedule A includes (i) additional terms and conditions applicable to all Participants, and (ii) additional terms

COUNTRY SCHEDULE

RESTRICTED STOCK UNIT AWARD AGREEMENT

TO TECHNIPFMC PLC 2022 INCENTIVE AWARD PLAN

SCHEDULE A

Page 9

such Participant understands and agrees that the provisions for such country apply and are incorporated into the Agreement.

(q)

To the extent the Participant is providing services in a country identified in Section II of this Schedule A,

exclusive discretion to determine when the Participant is no longer actively providing services for purposes of the RSUs.

Applicable Laws (including, but not limited to statutory law, regulatory law and/or common law); the Company shall have the

she is no longer actively providing services, regardless of any notice period or period of pay in lieu of such notice required under

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

(p)

The Participant’s right to vest in the RSUs will terminate effective as of the date that is the earlier of (1)

waives any requirement for the Company to provide these documents in any other language.

Plan and the RSUs, including, without limitation, this Agreement and this Schedule A, which were provided in English, and

take precedence. By acceptance of the RSUs, the Participant confirms having read and understood the documents relating to the

language other than English, and if the translated version is different from the English version, the English language version will

(o)

If this Agreement, the Plan, any website or any other document related to the RSUs is translated into a

of a U.S. brokerage account.

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

ownership and possible sale of any Shares issued upon vesting of the RSUs, including, but not limited to, tax reporting, the

(n) The Participant shall be responsible for legal compliance requirements relating to the RSUs or the

limitation, reporting or repatriation requirements.

applicable to the RSUs and the sale of Shares issued upon vesting of the RSUs and any resulting funds including, without

(m) It shall be the Participant’s responsibility to comply with any and all exchange control requirements

issued upon vesting of the RSUs.

currency exchange rates in connection with this Award, including without limitation in connection with the sale of any Shares

(l)

The Participant shall bear any and all risk associated with the exchange of currency and the fluctuation of

to participation in the Plan, the receipt of the RSUs or the acquisition or sale of Shares upon receipt of RSUs.

Schedule A or the Plan. Neither the Company nor any Subsidiary is making, nor have they made, any recommendations relating

specific tax, legal or financial advice with respect to the RSUs, the Shares issuable upon vesting of RSUs, this Agreement, this

(k) Neither the Company nor any Subsidiary has provided, nor will they provide, any Participant with

of the RSUs or any portion thereof.

(j)

No claim or entitlement to compensation or damages arises from the expiration, termination or forfeiture

predicted with any certainty.

(i)

The future value of the Shares that may be issued upon vesting of the RSUs is unknown and cannot be

otherwise explicitly provided in this Agreement as may be modified by this Schedule A and/or the Plan.

(h)

The RSUs shall expire, terminate and be forfeited upon Termination of Services for any reason, except as

retirement benefits, or similar payments.

limitation, calculating severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or

(g)

The RSUs are not part of normal or expected compensation or salary for any purpose, including, without

Page 10

Brazilian financial institution responsible for the remittance.

and information related to the Participant’s participation in the Plan, and present additional supporting documents required by the

powers to sign foreign exchange contracts, provide to the Brazilian financial institution the Participant’s personal information

foreign exchange transactions with the Brazilian financial institution responsible for the remittance, including, but not limited to,

his or her representative with special powers to perform any and all acts necessary for the contracting and formalization of the

purposes of such foreign exchange transactions, in accepting this Agreement, each Participant appoints the relevant Employer as

and paying any applicable Tax on Foreign Exchange Transactions and remitting the net amount after such deduction. For the

Brazilian financial institution authorized to operate in the foreign exchange market, which shall be responsible for withholding

5.

Remittances. Any remittances from or to Brazil in connection with the Plan can only be carried out by means of a

negotiable in Brazil.

means of any public communication services. The Shares deliverable upon settlement of the RSUs under the Plan are not

this Agreement are only addressed to the Participant and other selected Employees and have not been offered or solicited by

4.

Securities Restrictions. Awards granted under the Plan do not constitute a public offer of the Shares. The Plan and

without limitation, any claw-back policy adopted to comply with the requirements of Applicable Law.

acknowledges being subject to the provisions of any forfeiture and claw-back policy implemented by the Company, including,

3.

Acknowledgment of Forfeiture and Claw-Back Provisions. In accepting this Agreement, Participant

threshold may be changed annually.

such assets and rights is equal to or greater than the applicable statutory threshold from time to time. Please note that the

submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of

2.

Exchange Control Information. If Participant is a resident or domiciled in Brazil, Participant will be required to

longer actively employed for purposes of Participant’s RSUs.

“garden leave” or notice period). The Administrator shall have the exclusive discretion to determine when Participant is no

extended by any notice period mandated under applicable local laws (e.g., active employment would not include a period of

RSUs under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be

event of termination of Participant’s employment (whether or not in breach of local labor laws), Participant’s rights to unvested

1.

Acknowledgment of Nature of Plan and RSUs. In accepting this Agreement, Participant acknowledges that in the

securities law purposes.

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Brazil for tax, labour or

The provisions of this Country Schedule for Brazil provide additional definitions and conditions for the purpose of

BRAZIL

IN THE IDENTIFIED COUNTRIES

II. COUNTRY SPECIFIC PROVISIONS APPLICABLE TO PARTICIPANTS WHO PROVIDE SERVICES

Page 11

determine when the Participant is no longer actively employed or appointed for purposes of Participant’s RSUs.

notice period, delay in public registration or agreed “garden leave”; the Administrator shall have the exclusive discretion to

termination notice for employees or the date of cessation of appointment for directors. Vesting rights will not be extended by any

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

acknowledges that, in the event of termination of the Participant’s employment, or the cessation of the Participant’s appointment to

1. Acknowledgment of Nature of Plan and RSUs. In accepting this Agreement, the Participant

or securities law purposes.

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Norway for tax, labour

The provisions of this Country Schedule for Norway provide additional definitions and conditions for the purpose of

NORWAY

repayment related to the scenario set forth in clause 18 above.

derives from, the PSUs, (2) the Participant’s acquisition of Shares, (3) the disposal of any Shares; or (4) in the event of any

and any other employment related taxes in Brazil, that is attributable to (1) the grant or vesting of, or any benefit the Participant

6.

Tax Withholding. The Participant shall be responsible for collecting and paying any income tax, withholding tax

Service prior to any Vesting Date for a reason

in Sections 1 and 2, payable on the applicable Vesting Date; provided, however, in the event of the Participant’s Termination of

(a)

assumes or continues the Award, the RSUs shall continue to be subject to vesting and forfeiture as provided

any parent corporation thereof:

3.

Change in Control. Notwithstanding the foregoing, upon a Change in Control where the surviving corporation or

Vesting Date, the Participant will retain the right to receive vested RSUs on each applicable Vesting Date.

(b)

Notwithstanding Section 1 hereof, in the event of Participant’s Retirement (as defined below) prior to any

to any Vesting Date, the unvested RSUs will vest and be immediately transferable as of the date of such death or Disability.

(a)

Notwithstanding Section 1 hereof, in the event of Participant’s death or Disability (as defined below) prior

2.

Death, Disability or Retirement.

Vesting Date, the unvested portion of the Award remains subject to substantial risk of forfeiture.

upon Participant’s Termination of Service before any Vesting Date other than as provided in Sections 2 or 3 below. Prior to any

Shares as the number of RSUs that vest on such Vesting Date as freely transferable Shares. All unvested RSUs will be forfeited

Date, unless otherwise provided in Sections 2 or 3 below. On each Vesting Date, the Company will deliver an equal number of

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

1.

Vesting. One third (1/3) of the RSUs will vest on each of the first, second and third anniversaries of the Grant Date

Company’s ordinary shares (the “Shares”). The award is made upon the following terms and conditions:

The Committee, on behalf of the Company, grants to the Participant an award of [] restricted stock units (the “RSUs”) of the

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

be to the competitive advantage and interest of the Company and its stockholders to grant an award of restricted stock units to the

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

Country Schedules applicable to the Participant as set forth on Schedule A.

The provisions of this Agreement are replaced, superseded and/or supplemented, as applicable, by the provisions of the

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

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

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

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

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

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

TECHNIPFMC PLC 2022 INCENTIVE AWARD PLAN

PURSUANT TO THE

RESTRICTED STOCK UNIT AGREEMENT

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

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

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

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

9.

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

may be required.

all Applicable Laws, rules and regulations and to such approvals by any governmental agencies or national securities exchanges as

8.

Government Regulation. The Company’s obligation to deliver Shares following any Vesting Date will be subject to

time.

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

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

7.

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

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

Company to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate,

6.

No Limitation on Rights of the Company. The granting of RSUs will not in any way affect the right or power of the

Policies (as defined in Section 20) and all other applicable Company policies regarding trading in the Shares received.

(b)

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

unvested RSUs shall be held by the Company until such RSUs become vested RSUs.

that no Dividend Equivalents shall be payable prior to any Vesting Date on any unvested RSUs. All Dividend Equivalents paid on

otherwise dispose of any of the unvested RSUs. The Participant will receive Dividend Equivalents on the RSUs, provided, however,

(a)

Prior to any Vesting Date, the Participant may not vote, sell, exchange, transfer, pledge, hypothecate or

5.

Rights and Obligations as Stockholder.

set forth on Exhibit A, which is incorporated herein by reference.

the terms and conditions of the Confidentiality and Non-Compete Agreement (the “Confidentiality and Non-Compete Agreement”)

specialized and that it is essential that they be protected. Accordingly, by acceptance of the RSU, Participant agrees to be bound by

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

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

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

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

4.

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

of the Change in Control.

(b)

does not assume or continue the Award, such RSUs shall vest in full and be payable on the consummation

Section 16; or

RSUs shall be payable upon the date of Participant’s Termination of Service, subject to any required delay as provided under

below) and within the twenty-four month period following the consummation of a Change in Control (the “Protection Period”), such

(i) other than Participant’s engaging in a Detrimental Activity (as defined below) or (ii) by Participant for Good Reason (as defined

3

any designated

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

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

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

16.

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

bind the Participant and the Company to all of the terms and conditions set forth in the Plan and this Agreement.

Electronic execution of this Agreement shall have the same binding effect as a written or hard copy signature and accordingly, shall

Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents described herein.

time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail.

electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any

specified by the Company. The Participant may revoke his or her consent to the electronic delivery of documents or may change the

third party involved in administering the Plan, the delivery of the document via email or such other means of electronic delivery

electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the internet site of a

Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of

may be delivered to the Participant electronically. In addition, the Participant may deliver electronically the Agreement to the

Plan, this Agreement, the Plan’s prospectus, and any reports of the Company provided generally to the Company’s stockholders,

15.

Description of Electronic Delivery. The Plan documents, which may include but do not necessarily include: the

time to the other party.

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

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

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

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

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

14.

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

the Company and the Participant.

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

13.

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

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

12.

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

Participant.

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

with the Equity Plan Committee Grant Policy adopted by the Committee. The Participant’s rights under this Agreement are

11.

Administration. The Committee administers the Plan and delegates certain administrative authority in accordance

provided in Section 13.

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

other person entitled to receive the RSUs) will be addressed to such person at the Participant’s address last on file with the

TechnipFMC plc, John T. Gremp Campus, 13450 Lockwood Road, Houston, Texas 77044, and any notice to the Participant (or

10.

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

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

4

of all Awards (“Data”). Company, having its registered office

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

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

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

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

20.

Data Privacy. This clause cancels and supersedes clause 11.8 of the Plan. Each Participant acknowledges that, in

of the State of Delaware.

19.

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

incentive compensation.

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

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

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

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

benefit the Participant actually or constructively receives upon receipt of the Award or the vesting, exercise, settlement or resale of

Committee may, in its sole discretion, recover the RSUs and any other Awards (including any proceeds, gains or other economic

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

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

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

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

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

18.

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

exempt from the application of Section 409A or to comply with the requirements of Section 409A.

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

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

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

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

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

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

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

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

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

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

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

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

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

17.

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

fails.

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

5

At any time, Participant may withdraw the consent given herein in writing by contacting the TechnipFMC Data Protection Office

of the Agreement), Participant hereby consents to such processing and/or transfer as described in this clause 20 of the Agreement.

consent to the processing and/or the transfer of Data is required by applicable law (see country-specific information in Schedule A

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

including but not limited to the contact details of the local Data Protection Officer, if any.

Participant may find further country-specific information on the processing of the Data under Schedule A of the Agreement,

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

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

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

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

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

obligations under the Plan.

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

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

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

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

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

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

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

Participant’s local human resources representative.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

by the Employer.

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

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

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

(b)

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

(iv)

the Participant’s breach of any provision of the Confidentiality and Non-Compete Agreement.

federal or state law; or

(iii)

the Participant’s having been convicted of, or pleading guilty or nolo contendere to, a felony under

to the Company or an affiliate;

(ii)

the Participant’s willfully engaging in other conduct which is demonstrably and materially injurious

duties on a continuous basis within thirty (30) calendar days of receiving such demand;

failed to perform the Participant’s duties, and after the Participant has failed to resume substantial performance of the Participant’s

performance is delivered to the Participant that specifically identifies the manner in which the Company believes the Participant has

duties in any material respect (other than any such failure resulting from Disability), after a written demand for substantial

(i)

the Participant’s willful and continued failure to substantially perform the Participant’s employment

(a)

“Detrimental Activity” means

Unless otherwise provided on Schedule A:

23.

Definitions.

any EBT, or to have the RSUs settled on behalf of the Company in any Shares held by an EBT.

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

administrative convenience of the Company for the purpose of issuing Shares in settlement on behalf of the Company of Awards

settle the RSUs through newly issued Shares, treasury Shares or Shares held in an employee benefit trust (EBT) established for the

22.

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

responsibility to comply with the Company Policies and the Insider Trading Rules.

acknowledges having read and understood this Securities Law Notification and further acknowledges that it is Participant’s

non-public inside information. By accepting this Agreement, the RSUs granted hereunder and participating in the Plan, Participant

material non-public inside information and/or engage in or attempt to engage in market manipulation while in possession of material

recommending to other persons to engage in insider trading or induce other persons to engage in insider trading, unlawfully disclose

material nonpublic inside information regarding the Company. In addition, the Insider Trading Rules prohibit the Participant from

“Insider Trading Rules”), may impact the ability to sell Shares acquired under this Agreement and the Plan while the Participant has

the Market Abuse Regulation ((EU) No 596/2014 (MAR) and the UK Market Abuse Exit Regulations 2019 (collectively the

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

21.

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

administer the Plan and the Agreement.

that in the event he or she chooses to withdraw his or her consent, Company may not be able to perform its obligations and

at privacy@TechnipFMC.com or Participant’s local human resources representative. Participants acknowledges, agrees and accepts

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age of 62.

(d)

“Retirement” means the termination of Participant’s employment on or after the date Participant reaches the

Section 3(a).

end of the Protection Period, and such termination will be treated as if it occurred during the Protection Period for purposes of

must occur during the Protection Period, but Participant’s actual termination of employment for Good Reason may occur after the

after the original occurrence of the “Good Reason” event. For sake of clarity, the event giving rise to a Good Reason termination

written notice; and the Participant separates from employment with the Company effective not later than twenty four (24) months

above listed events; the Company fails to cure the event within thirty (30) days following the Company’s receipt of Participant’s

will exist only if: the Participant provides written notice to the Company within ninety (90) days of the occurrence of any of the

with respect to any circumstance constituting Good Reason; however, “Good Reason” for Participant’s separation from employment

illness not constituting a Disability. The Participant’s continued employment will not constitute a waiver of the Participant’s rights

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

termination of the Participant’s employment.

written notice of termination which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for

(v)

any termination of Participant’s employment by the Company that is not effected pursuant to a

preceding the year of the Change in Control and (c) on the date immediately preceding the Change in Control; or

Participant participates from the greatest of the levels in place (a) on the Grant Date, (b) during the fiscal year immediately

long-term incentive compensation plans, or employee benefit or retirement plans, policies, practices, or arrangements in which the

(iv)

a material reduction in the Participant’s level of participation in any of the Company’s short- and/or

be increased during the Protection Period;

annual salary (excluding amounts received under incentive or other bonus plans), as in effect on the Grant Date or as the same may

(iii)

a material reduction by the Company in the Participant’s then current salary of record paid as

the Grant Date or as the same may be changed from time to time prior to a Change in Control;

for required travel on the Company’s business to an extent substantially consistent with the Participant’s business obligations as of

(100) miles further from the Participant’s then current assigned work location immediately prior to the Change in Control, except

(ii)

the Company’s requiring the Participant to be based at a location which is at least one hundred

of the Change in Control, and (z) on the date immediately preceding the Change in Control;

responsibilities from the greatest of those in effect (x) on the Grant Date, (y) during the fiscal year immediately preceding the year

Directors of a publicly traded company), or a reduction or alteration in the nature or status of the Participant’s authorities, duties, or

change in the Participant’s reporting relationship, such as the chairman or chief executive officer ceasing to report to the Board of

the Company ceasing to be publicly traded or of the Company becoming a subsidiary of another entity, or any material adverse

employee of the Company (including, without limitation, any material adverse change in duties or status as a result of the stock of

authorities, duties, responsibilities, and status (including, without limitation, offices, titles and reporting requirements) as an

(i)

the assignment to the Participant of duties that result in a material diminution of the Participant’s

of the following during the Protection Period:

(c)

“Good Reason” means, without the Participant’s express written consent, the occurrence of any one or more

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discovery, or public disclosure of Significant Misconduct.

(f)

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

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

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

(e)

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

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1933.

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

Signed Electronically Via Online Process

Name:

Executive Vice President, People & Culture

[Participant Name]

By:

Nisha Rai

TechnipFMC plc

Executed as of the Grant Date.

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

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

25-Apr-2024

1

“Restricted Entity”):

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

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

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

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

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

(a)

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

terms of Clause 3, Participant agrees that:

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

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

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

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

2.

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

hours.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c)

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

any of its clients; or

(b)

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

(a)

divulge or communicate to any person;

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

1.

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

CONFIDENTIALITY AND NON-COMPETE

EXHIBIT A

25-Apr-2024

2

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

(b)

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

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

(a)

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

3.

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

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

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

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

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

(b)

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

Restricted Area.

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

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

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

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

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

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

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

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

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

(iii)

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

such inquiries have not been concluded;

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

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

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

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

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

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

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

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

(ii)

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

approve the taking of such actions by any other Person;

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

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

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

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

(i)

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

25-Apr-2024

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

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

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

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

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

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

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

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

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

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

5.

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

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

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

4.

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

into the restrictions in Clauses 1 and 2.

(g)

Consideration. Participant acknowledges that the grant of the RSUs is sufficient consideration for entering

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

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

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

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

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

(f)

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

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

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

deletion(s) or reduction(s) as may be necessary to make it or them valid and effective. To the extent that any of the restrictions may

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

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

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

(e)

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

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

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

(d)

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

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

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

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

(c)

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

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consultancy or employment contract or relationship.

(f)

The value of the RSUs is an extraordinary item of compensation that is outside of the scope of any directorship,

(e)

Participation in the Plan is voluntary.

the Administrator.

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

(d)

All determinations with respect to any future awards, including, but not limited to, the times when awards under the

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.

(c)

The grant of the RSUs under the Plan is voluntary and occasional and does not give Participant any contractual or

terminate the Plan at any time.

(b)

The Plan is discretionary in nature and that, subject to the terms of the Plan, the Company can amend, cancel or

AGREEMENT BETWEEN A PARTICIPANT AND THE COMPANY OR ANY SUBSIDIARY.

OR MODIFY THE TERMS OF ANY CONSULTANCY, DIRECTORSHIP, EMPLOYMENT OR OTHER SERVICE

TERMINATION OF SERVICES AT ANY TIME, AND FOR ANY REASON, NOR SHALL IT BE CONSTRUED TO AMEND

WILL NOT INTERFERE IN ANY WAY WITH THE RIGHT OF THE COMPANY OR ANY SUBSIDIARY TO EFFECT A

ENGAGEMENT AS A DIRECTOR OR EMPLOYEE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND

AND THE VESTING SCHEDULE DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED

OTHERWISE SPECIFICALLY PROVIDED IN THE AGREEMENT. THE TRANSACTIONS CONTEMPLATED HEREUNDER

(AS APPLICABLE) OF THE COMPANY OR A SUBSIDIARY THROUGH THE APPLICABLE VESTING DATE UNLESS

THE VESTING SCHEDULE WILL OCCUR ONLY IF THE PARTICIPANT CONTINUES AS A DIRECTOR, OR EMPLOYEE

(a)

No Guarantee of Continued Service. THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO

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

I.

GLOBAL PROVISIONS APPLICABLE TO ALL PARTICIPANTS

laws in the country of residence may apply to Awards.

Participants are advised to seek appropriate professional advice as to how the relevant exchange control and tax

Schedule A without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

conditions and those set forth in the Agreement, these terms and conditions shall prevail. Any capitalized term used in this

set forth in the Agreement, unless otherwise noted, and to the extent there are any inconsistencies between these terms and

Participants providing services to the Company in the countries identified below. These terms and conditions are in addition to those

This Schedule A includes (i) additional terms and conditions applicable to all Participants, and (ii) additional terms applicable to

COUNTRY SCHEDULE

RESTRICTED STOCK UNIT AWARD AGREEMENT

TO TECHNIPFMC PLC 2022 INCENTIVE AWARD PLAN

SCHEDULE A

2

Participant understands and agrees that the provisions for such country apply and are incorporated into the Agreement.

(q)

To the extent the Participant is providing services in a country identified in Section II of this Schedule A, such

exclusive discretion to determine when the Participant is no longer actively providing services for purposes of the RSUs.

Applicable Laws (including, but not limited to statutory law, regulatory law and/or common law); the Company shall have the

no longer actively providing services, regardless of any notice period or period of pay in lieu of such notice required under

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

(p)

The Participant’s right to vest in the RSUs will terminate effective as of the date that is the earlier of (1) the

requirement for the Company to provide these documents in any other language.

the RSUs, including, without limitation, this Agreement and this Schedule A, which were provided in English, and waives any

precedence. By acceptance of the RSUs, the Participant confirms having read and understood the documents relating to the Plan and

other than English, and if the translated version is different from the English version, the English language version will take

(o)

If this Agreement, the Plan, any website or any other document related to the RSUs is translated into a language

U.S. brokerage account.

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

possible sale of any Shares issued upon vesting of the RSUs, including, but not limited to, tax reporting, the exchange of

(n)

The Participant shall be responsible for legal compliance requirements relating to the RSUs or the ownership and

repatriation requirements.

the RSUs and the sale of Shares issued upon vesting of the RSUs and any resulting funds including, without limitation, reporting or

(m)

It shall be the Participant’s responsibility to comply with any and all exchange control requirements applicable to

vesting of the RSUs.

exchange rates in connection with this Award, including without limitation in connection with the sale of any Shares issued upon

(l)

The Participant shall bear any and all risk associated with the exchange of currency and the fluctuation of currency

Plan, the receipt of the RSUs or the acquisition or sale of Shares upon receipt of RSUs.

Plan. Neither the Company nor any Subsidiary is making, nor have they made, any recommendations relating to participation in the

legal or financial advice with respect to the RSUs, the Shares issuable upon vesting of RSUs, this Agreement, this Schedule A or the

(k)

Neither the Company nor any Subsidiary has provided, nor will they provide, any Participant with specific tax,

RSUs or any portion thereof.

(j)

No claim or entitlement to compensation or damages arises from the expiration, termination or forfeiture of the

with any certainty.

(i)

The future value of the Shares that may be issued upon vesting of the RSUs is unknown and cannot be predicted

explicitly provided in this Agreement as may be modified by this Schedule A and/or the Plan.

(h)

The RSUs shall expire, terminate and be forfeited upon Termination of Services for any reason, except as otherwise

benefits, or similar payments.

calculating severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement

(g)

The RSUs are not part of normal or expected compensation or salary for any purpose, including, without limitation,

3

repayment related to the scenario set forth in clause 18 above.

derives from, the PSUs, (2) the Participant’s acquisition of Shares, (3) the disposal of any Shares, or (4) in the event of any

and any other employment related taxes in Brazil, that is attributable to (1) the grant or vesting of, or any benefit the Participant

6.

Tax Withholding. The Participant shall be responsible for collecting and paying any income tax, withholding tax

institution responsible for the remittance.

related to the Participant’s participation in the Plan, and present additional supporting documents required by the Brazilian financial

sign foreign exchange contracts, provide to the Brazilian financial institution the Participant’s personal information and information

exchange transactions with the Brazilian financial institution responsible for the remittance, including, but not limited to, powers to

representative with special powers to perform any and all acts necessary for the contracting and formalization of the foreign

such foreign exchange transactions, in accepting this Agreement, each Participant appoints the relevant Employer as his or her

paying any applicable Tax on Foreign Exchange Transactions and remitting the net amount after such deduction. For the purposes of

Brazilian financial institution authorized to operate in the foreign exchange market, which shall be responsible for withholding and

5.

Remittances. Any remittances from or to Brazil in connection with the Plan can only be carried out by means of a

Brazil.

of any public communication services. The Shares deliverable upon settlement of the RSUs under the Plan are not negotiable in

this Agreement are only addressed to the Participant and other selected Employees and have not been offered or solicited by means

4.

Securities Restrictions. Awards granted under the Plan do not constitute a public offer of the Shares. The Plan and

any claw-back policy adopted to comply with the requirements of Applicable Law.

being subject to the provisions of any forfeiture and claw-back policy implemented by the Company, including, without limitation,

3.

Acknowledgment of Forfeiture and Claw-Back Provisions. In accepting this Agreement, Participant acknowledges

be changed annually.

assets and rights is equal to or greater than the applicable statutory threshold from time to time. Please note that the threshold may

submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such

2.

Exchange Control Information. If Participant is a resident or domiciled in Brazil, Participant will be required to

employed for purposes of Participant’s RSUs.

leave” or notice period). The Administrator shall have the exclusive discretion to determine when Participant is no longer actively

extended by any notice period mandated under applicable local laws (e.g., active employment would not include a period of “garden

RSUs under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be

event of termination of Participant’s employment (whether or not in breach of local labor laws), Participant’s rights to unvested

1.

Acknowledgment of Nature of Plan and RSUs. In accepting this Agreement, Participant acknowledges that in the

securities law purposes.

granting RSUs which are intended to be granted to Employees and corporate officers who are resident in Brazil for tax, labour or

The provisions of this Country Schedule for Brazil provide additional definitions and conditions for the purpose of

BRAZIL

IDENTIFIED COUNTRIES

II.

COUNTRY SPECIFIC PROVISIONS APPLICABLE TO PARTICIPANTS WHO PROVIDE SERVICES IN THE

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

arbitration shall be English.

be one. The seat, or legal place, of arbitration shall be Dubai International Financial Centre The language to be used in the

LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall

existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC –

2.

Jurisdiction. Any dispute arising out of or in connection with this Agreement, including any question regarding its

other contract of whatsoever nature within the territory of the United Arab Emirates.

information contained in this Agreement and the Plan is not intended to lead to the issue of any securities or the conclusion of any

provided to any person other than the original recipient and may not be reproduced or used for any other purpose. Further, the

issued from outside the United Arab Emirates to a limited number of Employees of a Subsidiary of the Company and must not be

Commodities Authority or any other licensing authority or governmental agencies in the United Arab Emirates. This offer is being

confidential and the terms of the Agreement and the Plan have not been reviewed by, deposited or registered with the Securities and

other relevant licensing authorities or governmental agencies in the United Arab Emirates. This Agreement is strictly private and

1.

Disclaimer. This Agreement has not been approved or licensed by the Securities and Commodities Authority or any

tax, labour or securities law purposes.

purpose of granting RSUs which are intended to be granted to Employees and corporate officers who are resident in the UAE for

The provisions of this Country Schedule for United Arab Emirates provide additional definitions and conditions for the

UNITED ARAB EMIRATES

Date shall in no event be later than the date that is two and

following the later of the Certification Date or the Vesting Date (the “Settlement Date”); provided, however, that the Settlement

(b)

Shares equal to the vested and Earned PSUs will be delivered to the Participant on the third business day

Sections 2 or 3 below. Prior to the Vesting Date, an Award remains subject to substantial risk of forfeiture.

below. All PSUs will be forfeited upon Participant’s Termination of Service before the Vesting Date other than as provided in

Participant’s continued employment, appointment or service through the Vesting Date, other than as provided in Sections 2 or 3

(a)

The PSUs will vest on [] and after the conclusion of the Performance Period (the “Vesting Date”), subject to

1.

Vesting and Settlement.

The award is made upon the following terms and conditions:

Date”.

against the Performance Goals. The date the Compensation Committee certifies achievement of such goals is the “Certification

“Earned PSUs.” No PSUs will be considered Earned PSUs unless and until the Compensation Committee certifies achievement

achievement against the Performance Goals. The number of Shares earned based on satisfaction of the Performance Goals being the

total number of Shares to be delivered will vary between 0% and 200% of the Target PSUs depending on the Company’s

Committee will review and approve the Company’s calculation of the Company’s performance against the Performance Goals. The

Participant will be determined at a meeting of the Committee following the completion of the Performance Period, at which time the

“Performance Goals”) over the performance period set forth therein (the “Performance Period”). The number of PSUs earned by the

Participant will depend upon the satisfaction of the performance goals and in the amounts set forth on Exhibit A hereto (the

achievement of Target Performance as set forth on Exhibit A (the “Target PSUs”). The actual number of Shares earned by the

(the “PSUs”) of the Company’s ordinary shares (the “Shares”), which reflects the number of Shares to be delivered based on

The Committee, on behalf of the Company, grants to the Participant an award of [] performance-based restricted stock units

Company or one of its affiliates (collectively, the “Employer”).

Participant, the amount of which will vary based on the Company’s performance, as an inducement to remain in the service of the

be to the competitive advantage and interest of the Company and its stockholders to grant an award of restricted stock units to the

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

Country Schedules applicable to the Participant as set forth in Schedule A.

The provisions of this Agreement are replaced, superseded and/or supplemented, as applicable, by the provisions of the

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

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

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

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

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

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

TECHNIPFMC PLC 2022 INCENTIVE AWARD PLAN

PURSUANT TO THE

PERFORMANCE STOCK UNIT AGREEMENT

CONFIDENTIAL: [\*\*\*]

NOT MATERIAL AND THE REGISTRANT CUSTOMARILY AND ACTUALLY TREATS SUCH INFORMATION AS PRIVATE OR

PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH

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

2

Policies (as defined in Section 20) and all other applicable Company policies regarding trading in the Shares received.

(b)

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

Settlement Date.

country annex for exceptions). Dividend Equivalents will be payable in cash only with respect to Earned PSUs and only on the

otherwise dispose of any of the PSUs. The Participant will receive Dividend Equivalents on Earned PSUs, where applicable (see

(a)

Prior to the Settlement Date, the Participant may not vote, sell, exchange, transfer, pledge, hypothecate or

5.

Rights and Obligations as Stockholder.

set forth on Exhibit B, which is incorporated herein by reference.

the terms and conditions of the Confidentiality and Non-Compete Agreement (the “Confidentiality and Non-Compete Agreement”)

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

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

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

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

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

4.

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

Change in Control.

(b)

does not assume or continue the Award, such Earned PSUs shall be payable on the consummation of the

to Section 14.

Control (the “Protection Period”), such Earned PSUs shall be payable upon the date of Participant’s Termination of Service, subject

(ii) by Participant for Good Reason (as defined below) within twenty-four (24) months following the consummation of a Change in

Service prior to the Vesting Date for a reason (i) other than Participant’s engaging in a Detrimental Activity (as defined below) or

provided in Sections 1 and 2, payable on the Vesting Date; provided, however, in the event of the Participant’s Termination of

(a)

assumes or continues the Award, such Earned PSUs shall continue to be subject to vesting and forfeiture as

“Earned PSUs” will equal the Target PSUs and, where the surviving corporation or any parent corporation thereof:

3.

Change in Control. Notwithstanding anything in this Agreement to the contrary, upon a Change in Control the

the Vesting Date, the Participant 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

Earned PSUs on the Settlement Date.

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

(a)

Notwithstanding Section 1 hereof, in the event of the Participant’s death or Disability (as defined below)

2.

Death, Disability or Retirement.

with the “short-term deferral” exception from Section 409A of the Code).

one-half months following the last day of the Performance Period (for the avoidance of doubt, this deadline is intended to comply

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time to the other party.

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

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

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

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

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

14.

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

the Company and the Participant.

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

13.

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

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

12.

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

Participant.

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

with the Equity Plan Committee Grant Policy adopted by the Committee. The Participant’s rights under this Agreement are

11.

Administration. The Committee administers the Plan and delegates certain administrative authority in accordance

provided in Section 13.

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

other person entitled to receive the PSUs) will be addressed to such person at the Participant’s address now on file with the

TechnipFMC plc, John T. Gremp Campus, 13450 Lockwood Road, Houston, Texas 77044, and any notice to the Participant (or

10.

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

following the Settlement Date.

pursuant to this award on the Settlement Date, or, if the Settlement Date is not a business day, the next business day immediately

equal to the closing price (as reported on the New York Stock Exchange) of the amount of the Shares earned by the Participant

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

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

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

9.

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

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

8.

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

time.

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

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

7.

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

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

Company to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate,

6.

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

4

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

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

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

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

18.

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

exempt from the application of Section 409A or to comply with the requirements of Section 409A.

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

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

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

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

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

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

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

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

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

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

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

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

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

17.

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

such document fails.

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

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

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

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

16.

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

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

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

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

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

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

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

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

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

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

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

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

15.

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

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

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

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

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

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

Participant’s local human resources representative.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Data are collected directly from the Participant or are provided by the Employer.

of all Awards (“Data”). Company, having its registered office at [], is the data controller for such processing. As the case may be,

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

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

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

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

20.

Data Privacy. This clause cancels and supersedes clause 11.8 of the Plan. Each Participant acknowledges that, in

of the State of Delaware.

19.

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

offsetting future incentive compensation.

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

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

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

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

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

Significant Misconduct, the Committee may, in its sole discretion, recover the PSUs and any other Awards (including any proceeds,

Consumer Protection Act and any rules or regulations promulgated thereunder. In addition, in the event the Participant engages in

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(a)

“Detrimental Activity” means

Unless otherwise provided on Schedule A, the Country Schedule:

23.

Definitions.

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

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

administrative convenience of the Company for the purpose of issuing Shares in settlement on behalf of the Company of Awards

the PSUs through newly issued Shares, treasury Shares or Shares held in an employee benefit trust (EBT) established for the

22.

Funding. The PSUs represent an unfunded promise to pay and deliver Shares in the future. The Company may settle

responsibility to comply with the Company Policies and the Insider Trading Rules.

acknowledges having read and understood this Securities Law Notification and further acknowledges that it is Participant’s

non-public inside information. By accepting this Agreement, the PSUs granted hereunder and participating in the Plan, Participant

material non-public inside information and/or engage in or attempt to engage in market manipulation while in possession of material

recommending to other persons to engage in insider trading or induce other persons to engage in insider trading, unlawfully disclose

material nonpublic inside information regarding the Company. In addition, the Insider Trading Rules prohibit the Participant from

“Insider Trading Rules”), may impact the ability to sell Shares acquired under this Agreement and the Plan while the Participant has

the Market Abuse Regulation ((EU) No 596/2014 (MAR) and the UK Market Abuse Exit Regulations 2019 (collectively the

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

21.

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

administer the Plan and the Agreement.

that in the event he or she chooses to withdraw his or her consent, Company may not be able to perform its obligations and

privacy@TechnipFMC.com or Participant’s local human resources representative. Participants acknowledges, agrees and accepts

At any time, Participant may withdraw the consent given herein in writing by contacting the TechnipFMC Data Protection Office at

of the Agreement), Participant hereby consents to such processing and/or transfer as described in this clause 20 of the Agreement.

consent to the processing and/or the transfer of Data is required by applicable law (see country-specific information in Schedule A

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

including but not limited to the contact details of the local Data Protection Officer, if any.

Participant may find further country-specific information on the processing of the Data under Schedule A of the Agreement,

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

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

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

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

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

obligations under the Plan.

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

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

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preceding the year of the Change in Control and (z) on the date immediately preceding the Change in Control; or

Participant participates from the greatest of the levels in place (x) on the Grant Date, (y) during the fiscal year immediately

long-term incentive compensation plans, or employee benefit or retirement plans, policies, practices, or arrangements in which the

(iv)

a material reduction in the Participant’s level of participation in any of the Company’s short- and/or

be increased during the Protection Period;

annual salary (excluding amounts received under incentive or other bonus plans), as in effect on the Grant Date or as the same may

(iii)

a material reduction by the Company in the Participant’s then current salary of record paid as

the Grant Date or as the same may be changed from time to time prior to a Change in Control;

for required travel on the Company’s business to an extent substantially consistent with the Participant’s business obligations as of

(100) miles further from the Participant’s then current assigned work location immediately prior to the Change in Control, except

(ii)

the Company’s requiring the Participant to be based at a location which is at least one hundred

of the Change in Control, and (z) on the date immediately preceding the Change in Control;

responsibilities from the greatest of those in effect (x) on the Grant Date, (y) during the fiscal year immediately preceding the year

Directors of a publicly traded company), or a reduction or alteration in the nature or status of the Participant’s authorities, duties, or

change in the Participant’s reporting relationship, such as the chairman or chief executive officer ceasing to report to the Board of

the Company ceasing to be publicly traded or of the Company becoming a subsidiary of another entity, or any material adverse

employee of the Company (including, without limitation, any material adverse change in duties or status as a result of the stock of

authorities, duties, responsibilities, and status (including, without limitation, offices, titles and reporting requirements) as an

(i)

the assignment to the Participant of duties that result in a material diminution of the Participant’s

of the following during the Protection Period:

(c)

“Good Reason” means, without the Participant’s express written consent, the occurrence of any one or more

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

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

(b)

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

(iv)

the Participant’s breach of any provision of the Confidentiality and Non-Compete Agreement.

federal or state law; or

(iii)

the Participant’s having been convicted of, or pleading guilty or nolo contendere to, a felony under

to the Company or an affiliate;

(ii)

the Participant’s willfully engaging in other conduct which is demonstrably and materially injurious

duties on a continuous basis within thirty (30) calendar days of receiving such demand;

failed to perform the Participant’s duties, and after the Participant has failed to resume substantial performance of the Participant’s

performance is delivered to the Participant that specifically identifies the manner in which the Company believes the Participant has

duties in any material respect (other than any such failure resulting from Disability), after a written demand for substantial

(i)

the Participant’s willful and continued failure to substantially perform the Participant’s employment

8

discovery, or public disclosure of Significant Misconduct.

(f)

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

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

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

(e)

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

reaches the age of 62.

(d)

“Retirement” means termination of the Participant’s employment on or after the date that the Participant

purposes of Section 3.

occur after the end of the Protection Period, and such termination will be treated as if it occurred during the Protection Period for

termination must occur during the Protection Period, but Participant’s actual termination of employment for Good Reason may

(24) months after the original occurrence of the “Good Reason” event. For sake of clarity, the event giving rise to a Good Reason

Participant’s written notice; and the Participant separates from employment with the Company effective not later than twenty four

any of the above listed events; the Company fails to cure the event within thirty (30) days following the Company’s receipt of

employment will exist only if: the Participant provides written notice to the Company within ninety (90) days of the occurrence of

with respect to any circumstance constituting Good Reason; however, “Good Reason” for Participant’s separation from

illness not constituting a Disability. The Participant’s continued employment will not constitute a waiver of the Participant’s rights

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

termination of the Participant’s employment.

written notice of termination which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for

(v)

any termination of Participant’s employment by the Company that is not effected pursuant to a

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1933.

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

Process

Signed Electronically Via Online

People & Culture

Name: Executive Vice President,

[Participant Name]

By:

Nisha Rai

TechnipFMC plc

Executed as of the Grant Date.

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

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

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[\*\*\*]

Performance Goals and Earned PSUs

Performance Period: []

EXHIBIT A

11

“Restricted Entity”):

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

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

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

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

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

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

terms of Clause 3, Participant agrees that:

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

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

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

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

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

employment Participant agrees to return all Confidential Information in whatever form to the Company within 24 hours.

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

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

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

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

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

by anyone not authorized to receive such information, Participant will notify the Company within 24 hours. Except as required in

any Confidential Information. Participant further agrees that if Participant is questioned about information subject to this Agreement

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

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

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

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

Confidential Information does not include any information that (i) is or becomes generally available to the public other than as a

confidential, or proprietary information relating to the Company or any Subsidiary or any of its clients (“Confidential Information”).

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

of its clients; or

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

(a) divulge or communicate to any person;

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

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

CONFIDENTIALITY AND NON-COMPETE

EXHIBIT B

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

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

shall be limited to the period of Participant’s employment with the Employer.

(a) If Participant is a resident of California on the Grant Date, the “Restricted Period” for purposes of Clause 2(a)

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

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

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

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

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

(b) During the Restricted Period, Participant will not employ or engage or otherwise solicit, entice, or induce any

Restricted Area.

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

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

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

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

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

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

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

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

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

(iii)

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

such inquiries have not been concluded;

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

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

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

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

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

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

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

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

(ii)

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

approve the taking of such actions by any other Person;

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

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

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

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

(i)

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

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

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

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

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

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

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

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

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

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

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

6.

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

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

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

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

restrictions in Clauses 1 and 2.

4. Consideration. Participant acknowledges that the grant of the PSUs is sufficient consideration for entering into the

skills and expertise without breaching the restrictions contained within Clause 2.

legitimate business interests, while allowing Participant to reasonably perform a business activity in line with Participant’s acquired

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

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

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

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

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

modified and would otherwise be unenforceable, then such restriction may be stricken from this Agreement without nullifying this

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

reasonable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) or

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

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

(e) Each of the restrictions in Clause 2 are separate and severable restrictions and are considered by the parties to

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

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

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

post-termination restrictions shall not exceed 12 months.

employment during which the restrictions shall apply shall be reduced so that the aggregate of the period of the suspension and the

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

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

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directorship, consultancy or employment contract or relationship.

(f)

The value of the PSUs is an extraordinary item of compensation that is outside of the scope any

(e)

Participation in the Plan is voluntary.

discretion of the Administrator.

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

(d)

All determinations with respect to any future awards, including, but not limited to, the times when awards

repeatedly in the past.

contractual or other right to receive PSUs or benefits in lieu of PSUs in the future, even if a Participant has have received PSUs

(c)

The grant of the PSUs under the Plan is voluntary and occasional and does not give Participant any

cancel or terminate the Plan at any time.

(b)

The Plan is discretionary in nature and that, subject to the terms of the Plan, the Company can amend,

AGREEMENT BETWEEN A PARTICIPANT AND THE COMPANY OR ANY SUBSIDIARY.

AMEND OR MODIFY THE TERMS OF ANY CONSULTANCY, DIRECTORSHIP, EMPLOYMENT OR OTHER SERVICE

EFFECT A TERMINATION OF SERVICES AT ANY TIME, AND FOR ANY REASON, NOR SHALL IT BE CONSTRUED TO

ALL, AND WILL NOT INTERFERE IN ANY WAY WITH THE RIGHT OF THE COMPANY OR ANY SUBSIDIARY TO

CONTINUED ENGAGEMENT AS A DIRECTOR OR EMPLOYEE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT

HEREUNDER AND THE VESTING SCHEDULE DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF

DATE, OTHER THAN AS SPECIFICALLY PROVIDED IN THE AGREEMENT. THE TRANSACTIONS CONTEMPLATED

OR EMPLOYEE (AS APPLICABLE) OF THE COMPANY OR A SUBSIDIARY THROUGH THE APPLICABLE VESTING

PURSUANT TO THE VESTING SCHEDULE WILL OCCUR ONLY IF THE PARTICIPANT CONTINUES AS A DIRECTOR,

(a)

No Guarantee of Continued Service. THE VESTING OF THE PERFORMANCE SHARE UNITS

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

I.

GLOBAL PROVISIONS APPLICABLE TO ALL PARTICIPANTS

country of residence may apply to Awards.

Participants are advised to seek appropriate professional advice as to how the relevant exchange control and tax laws in the

such term in the Plan or the Agreement, as applicable.

and conditions shall prevail. Any capitalized term used in this Schedule A without definition shall have the meaning ascribed to

and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms

countries identified below. These terms and conditions are in addition to those set forth in the Agreement, unless otherwise noted,

Company outside the United States, and (ii) additional terms applicable to Participants providing services to the Company in the

This Schedule A includes (i) additional terms and conditions applicable to all Participants providing services to the

COUNTRY SCHEDULE

PERFORMANCE STOCK UNIT AWARD AGREEMENT

TO TECHNIPFMC PLC 2022 INCENTIVE AWARD PLAN

SCHEDULE A

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such Participant understands and agrees that the provisions for such country apply and are incorporated into the Agreement.

(q)

To the extent the Participant is providing services in a country identified in Section II of this Schedule A,

discretion to determine when the Participant is no longer actively providing services for purposes of the PSUs.

Laws (including, but not limited to statutory law, regulatory law and/or common law); the Company shall have the exclusive

longer actively providing services, regardless of any notice period or period of pay in lieu of such notice required under Applicable

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

(p)

The Participant’s right to vest in the PSUs will terminate effective as of the date that is the earlier of (1) the

requirement for the Company to provide these documents in any other language.

and the PSUs, including, without limitation, this Agreement and this Schedule A, which were provided in English, and waives any

take precedence. By acceptance of the PSUs, the Participant confirms having read and understood the documents relating to the Plan

language other than English, and if the translated version is different from the English version, the English language version will

(o)

If this Agreement, the Plan, any website or any other document related to the PSUs is translated into a

U.S. brokerage account.

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

ownership and possible sale of any Shares issued upon settlement of the PSUs, including, but not limited to, tax reporting, the

(n)

The Participant shall be responsible for legal compliance requirements relating to the PSUs or the

limitation, reporting or repatriation requirements.

applicable to the PSUs and the sale of Shares issued upon settlement of the PSUs and any resulting funds including, without

(m)

It shall be the Participant’s responsibility to comply with any and all exchange control requirements

upon settlement of the PSUs.

currency exchange rates in connection with this Award, including without limitation in connection with the sale of any Shares issued

(l)

The Participant shall bear any and all risk associated with the exchange of currency and the fluctuation of

the Plan, the receipt of the PSUs or the acquisition or sale of Shares upon receipt of PSUs.

the Plan. Neither the Company nor any Subsidiary is making, nor have they made any recommendations relating to participation in

tax, legal or financial advice with respect to the PSUs, the Shares issuable upon vesting of PSUs, this Agreement, this Schedule A or

(k)

Neither the Company nor any Subsidiary has provided, nor will they provide, any Participant with specific

the PSUs or any portion thereof.

(j)

No claim or entitlement to compensation or damages arises from the expiration, termination or forfeiture of

predicted with any certainty.

(i)

The future value of the Shares that may be issued upon vesting of the PSUs is unknown and cannot be

otherwise explicitly provided in this Agreement as may be modified by this Schedule A and/or the Plan.

(h)

The PSUs shall expire, terminate and be forfeited upon Termination of Services for any reason, except as

retirement benefits, or similar payments.

limitation, calculating severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or

(g)

The PSUs are not part of normal or expected compensation or salary for any purpose, including, without

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repayment related to the scenario set forth in clause 18 above.

derives from, the PSUs, (2) the Participant’s acquisition of Shares, (3) the disposal of any Shares, or (4) in the event of any

and any other employment related taxes in Brazil, that is attributable to (1) the grant or vesting of, or any benefit the Participant

6.

Tax Withholding. The Participant shall be responsible for collecting and paying any income tax, withholding tax

institution responsible for the remittance.

related to the Participant’s participation in the Plan, and present additional supporting documents required by the Brazilian financial

sign foreign exchange contracts, provide to the Brazilian financial institution the Participant’s personal information and information

exchange transactions with the Brazilian financial institution responsible for the remittance, including, but not limited to, powers to

representative with special powers to perform any and all acts necessary for the contracting and formalization of the foreign

such foreign exchange transactions, in accepting this Agreement, each Participant appoints the relevant Employer as his or her

paying any applicable Tax on Foreign Exchange Transactions and remitting the net amount after such deduction. For the purposes of

Brazilian financial institution authorized to operate in the foreign exchange market, which shall be responsible for withholding and

5.

Remittances. Any remittances from or to Brazil in connection with the Plan can only be carried out by means of a

Brazil.

of any public communication services. The Shares deliverable upon settlement of the PSUs under the Plan are not negotiable in

this Agreement are only addressed to the Participant and other selected Employees and have not been offered or solicited by means

4.

Securities Restrictions. Awards granted under the Plan do not constitute a public offer of the Shares. The Plan and

any claw-back policy adopted to comply with the requirements of Applicable Law.

being subject to the provisions of any forfeiture and claw-back policy implemented by the Company, including, without limitation,

3.

Acknowledgment of Forfeiture and Claw-Back Provisions. In accepting this Agreement, Participant acknowledges

be changed annually.

assets and rights is equal to or greater than the applicable statutory threshold from time to time. Please note that the threshold may

submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such

2.

Exchange Control Information. If Participant is a resident or domiciled in Brazil, Participant will be required to

employed for purposes of Participant’s PSUs.

leave” or notice period). The Administrator shall have the exclusive discretion to determine when Participant is no longer actively

extended by any notice period mandated under applicable local laws (e.g., active employment would not include a period of “garden

PSUs under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be

event of termination of Participant’s employment (whether or not in breach of local labor laws), Participant’s rights to unvested

1.

Acknowledgment of Nature of Plan and PSUs. In accepting this Agreement, Participant acknowledges that in the

securities law purposes.

granting PSUs which are intended to be granted to Employees and corporate officers who are resident in Brazil for tax, labour or

The provisions of this Country Schedule for Brazil provide additional definitions and conditions for the purpose of

BRAZIL

IDENTIFIED COUNTRIES

II.

COUNTRY SPECIFIC PROVISIONS APPLICABLE TO PARTICIPANTS WHO PROVIDE SERVICES IN THE

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

arbitration shall be English.

be one. The seat, or legal place, of arbitration shall be Dubai International Financial Centre The language to be used in the

LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall

existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC –

2.

Jurisdiction. Any dispute arising out of or in connection with this Agreement, including any question regarding its

other contract of whatsoever nature within the territory of the United Arab Emirates.

information contained in this Agreement and the Plan is not intended to lead to the issue of any securities or the conclusion of any

provided to any person other than the original recipient and may not be reproduced or used for any other purpose. Further, the

issued from outside the United Arab Emirates to a limited number of Employees of a Subsidiary of the Company and must not be

Commodities Authority or any other licensing authority or governmental agencies in the United Arab Emirates. This offer is being

confidential and the terms of the Agreement and the Plan have not been reviewed by, deposited or registered with the Securities and

other relevant licensing authorities or governmental agencies in the United Arab Emirates. This Agreement is strictly private and

1.

Disclaimer. This Agreement has not been approved or licensed by the Securities and Commodities Authority or any

tax, labour or securities law purposes.

purpose of granting PSUs which are intended to be granted to Employees and corporate officers who are resident in the UAE for

The provisions of this Country Schedule for United Arab Emirates provide additional definitions and conditions for the

UNITED ARAB EMIRATES

(Principal Executive Officer)

Executive Chairman and Chief Executive Officer

Douglas J. Pferdehirt

/s/ DOUGLAS J. PFERDEHIRT

Date: April 26, 2024

internal control over financial reporting.

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s

and

are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information;

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which

functions):

reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent

5.

The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial

affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially

(d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the

such evaluation; and

about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on

(c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions

financial statements for external purposes in accordance with generally accepted accounting principles;

under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed

known to us by others within those entities, particularly during the period in which this report is being prepared;

our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under

13a-15(f) and 15d-15(f)) for the registrant and have:

defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules

4.

The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as

respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

3.

Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material

period covered by this report;

make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the

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

1.

I have reviewed this quarterly report on Form 10-Q for the period ended March 31, 2024 of TechnipFMC plc (the “registrant”);

I, Douglas J. Pferdehirt, certify that:

OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

PURSUANT TO RULE 13A-14(A) AND RULE 15D-14(A)

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

Exhibit 31.1

(Principal Financial Officer)

Executive Vice President and Chief Financial Officer

Alf Melin

/s/ ALF MELIN

Date: April 26, 2024

internal control over financial reporting.

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s

and

are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information;

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which

functions):

reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent

5.

The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial

affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially

(d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the

such evaluation; and

about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on

(c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions

financial statements for external purposes in accordance with generally accepted accounting principles;

under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed

known to us by others within those entities, particularly during the period in which this report is being prepared;

our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under

13a-15(f) and 15d-15(f)) for the registrant and have:

defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules

4.

The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as

respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

3.

Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material

period covered by this report;

make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the

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

1.

I have reviewed this quarterly report on Form 10-Q for the period ended March 31, 2024 of TechnipFMC plc (the “registrant”);

I, Alf Melin, certify that:

OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

PURSUANT TO RULE 13A-14(A) AND RULE 15D-14(A)

CERTIFICATION OF CHIEF FINANCIAL OFFICER

Exhibit 31.2

(Principal Executive Officer)

Executive Chairman and Chief Executive Officer

Douglas J. Pferdehirt

/s/ DOUGLAS J. PFERDEHIRT

Date: April 26, 2024

Company.

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

and

Commission (the “Report”), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended;

(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

U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

I, Douglas J. Pferdehirt, Executive Chairman and Chief Executive Officer of TechnipFMC plc (the “Company”), do hereby certify, pursuant to 18

ACT OF 2002, 18 U.S.C. SECTION 1350

UNDER SECTION 906 OF THE SARBANES-OXLEY

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

Exhibit 32.1

(Principal Financial Officer)

Executive Vice President and Chief Financial Officer

Alf Melin

/s/ ALF MELIN

Date: April 26, 2024

Company.

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

and

Commission (the “Report”), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended;

(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

Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

I, Alf Melin, Executive Vice President and Chief Financial Officer of TechnipFMC plc (the “Company”), do hereby certify, pursuant to 18 U.S.C.

ACT OF 2002, 18 U.S.C. SECTION 1350

UNDER SECTION 906 OF THE SARBANES-OXLEY

CERTIFICATION OF CHIEF FINANCIAL OFFICER

Exhibit 32.2