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## Technip

General meeting of shareholders to approve the financial statements for the year ended December 31, 2014

**Statutory auditors' report  
on related party agreements and commitments**

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Commissaire aux Comptes  
Membre de la compagnie  
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Commissaire aux Comptes  
Membre de la compagnie  
régionale de Versailles

## Technip

General meeting of shareholders to approve the financial statements for the year ended December 31, 2014

### **Statutory auditors' report on related party agreements and commitments**

To the Shareholders,

In our capacity as statutory auditors of your company, we hereby report on certain related party agreements and commitments.

We are required to inform you, on the basis of the information provided to us, of the terms and conditions of those agreements and commitments indicated to us, or that we may have identified in the performance of our engagement. We are not required to comment as to whether they are beneficial or appropriate or to ascertain the existence of any such agreements and commitments. It is your responsibility, in accordance with article R. 225-31 of the French commercial code (*Code de commerce*), to evaluate the benefits resulting from these agreements and commitments prior to their approval.

In addition, we are required, where applicable, to inform you in accordance with article R. 225-31 of the French commercial code (*Code de commerce*) concerning the implementation, during the year, of the agreements and commitments already approved by the general meeting of shareholders.

We performed those procedures which we considered necessary to comply with professional guidance issued by the national auditing body (*Compagnie nationale des commissaires aux comptes*) relating to this type of engagement. These procedures consisted in verifying that the information provided to us is consistent with the documentation from which it has been extracted.

### **Agreements and commitments submitted for approval by the general meeting of shareholders**

We hereby inform you that we have not been advised of any agreement or commitment authorized in the course of the year to be submitted to the general meeting of shareholders for approval in accordance with article L. 225-38 of the French commercial code (*Code de commerce*).

### **Agreements and commitments already approved by the general meeting of shareholders**

We hereby inform you that we have not been advised of any agreements or commitments already approved by the general meeting of shareholders, whose implementation continued during the year.

**In addition**, we have been advised that the following agreements and commitments which were approved by the general meeting of shareholders in prior years were not implemented during the year.

**Commitments entered into with Mr Thierry Pilenko in connection with the renewal of his term of office as chairman and chief executive officer, previously approved by your board of directors held on 28 April, 2011**

***Non-compete agreement***

A worldwide non-compete agreement for a two-year period has been set up between Technip and Mr Pilenko.

In case of departure and whatever the reason thereof, Technip is committed to pay Mr Pilenko an indemnity capped to two years gross compensation based on the highest overall annual compensation (fixed + variable) received over the last three years.

***Supplementary retirement plan***

Mr Pilenko benefits from the supplementary retirement plan for group executives with fixed contributions of 8% of the annual gross compensation paid up to income bracket 3, capped to eight times the annual French social security (*Sécurité sociale*) limit (approximately € 300,000 as of now) as well as from your company's existing supplementary retirement plan for executive committee members: a retirement income guarantee of 1.8% per year of service, up to a limit of fifteen years, on income bracket 4 of the annual gross compensation paid, i.e., exceeding eight times the French social security limit.

The amount of gross compensation to which this retirement income guarantee applies to the average of the gross base compensation received over the five complete financial years prior to the date of departure from the company. The retirement income guarantee will only be due in the following events: a departure from the company after his 60<sup>th</sup> birthday; a departure from the company as a result of a second or third category disability; a departure from the company after his 55<sup>th</sup> birthday provided that such departure is not the result of gross misconduct or negligence on his part and that no salaried activity is resumed between leaving the company and receiving a pension under the general French social security scheme.

In 2014, the contribution paid by your company for the supplementary pension plan of Mr Pilenko amounted to € 24,030.

Neuilly-sur-Seine and Paris-La Défense, March 5, 2015

The statutory auditors  
*French original signed by*

PricewaterhouseCoopers Audit

ERNST & YOUNG et Autres

Edouard Sattler

Edouard Demarcq

Nour-Eddine Zanouda