

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS

JOSEPH PRAUSE, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

v.

TECHNIPFMC PLC, TORE HALVORSEN,
and DIANNE B. RALSTON,

Defendants.

Case No. 4:17-cv-02368

**NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT;
(II) SETTLEMENT FAIRNESS HEARING; AND (III) MOTION FOR AN AWARD OF
ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES**

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights may be affected by the above-captioned securities class action (the “Action”) pending in the United States District Court for the Southern District of Texas (the “Court”), if, during the period between January 16, 2017 and July 24, 2017, inclusive (the “Settlement Class Period”), you purchased or otherwise acquired TechnipFMC Securities and were damaged thereby.¹

NOTICE OF SETTLEMENT: Please also be advised that Class Representative Joseph Prause (the “Class Representative”), individually and on behalf of the Settlement Class (as defined in ¶ 22 below), has reached a proposed settlement of the Action for \$19,500,000 in cash that, if approved, will resolve all claims in the Action (the “Settlement”).

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the Settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.

If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact TechnipFMC, any other Defendants in the Action, or their counsel. All questions should be directed to Class Counsel or the Claims Administrator (see ¶ 84 below).

1. **Description of the Action and the Settlement Class:** This Notice relates to a proposed Settlement of claims in a pending securities class action brought by investors alleging, among other

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement dated December 13, 2020 (the “Stipulation”), which is available at www.TechnipFMCSecuritiesLitigation.com.

things, that defendants TechnipFMC plc, Tore Halvorsen, and Dianne B. Ralston (collectively, the “Defendants”)² violated the federal securities laws by making false and misleading statements regarding TechnipFMC’s financial condition in certain registration statements. A more detailed description of the Action is set forth in paragraphs 11-22 below. The proposed Settlement, if approved by the Court, will settle claims of the Settlement Class, as defined in paragraph 22 below.

2. **Statement of the Settlement Class’s Recovery:** Subject to Court approval, the Class Representative, individually and on behalf of the Settlement Class, has agreed to settle the Action in exchange for a settlement payment of \$19,500,000 in cash (the “Settlement Amount”) to be deposited into an escrow account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the “Settlement Fund”) less (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, and (d) any attorneys’ fees awarded by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Settlement Class. The proposed plan of allocation (the “Plan of Allocation”) is set forth on pages 13-18 below.

3. **Estimate of Average Amount of Recovery Per Share:** Based on the Class Representative’s damages expert’s estimates of the number of TechnipFMC Securities purchased during the Settlement Class Period that may have been affected by the conduct at issue in the Action and assuming that all Settlement Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses and costs as described herein) per eligible share of common stock is \$0.04. Settlement Class Members should note, however, that the foregoing average recovery per share is only an estimate. Some Settlement Class Members may recover more or less than this estimated amount depending on, among other factors, when and at what prices they purchased/acquired or sold their TechnipFMC Securities, and the total number of valid Claim Forms submitted. Distributions to Settlement Class Members will be made based on the Plan of Allocation set forth herein (*see* pages 13-18 below) or such other plan of allocation as may be ordered by the Court.

4. **Average Amount of Damages Per Share:** The Parties do not agree on the average amount of damages per share that would be recoverable if the Class Representative were to prevail in the Action. Among other things, Defendants do not agree with the assertion that they violated the federal securities laws or that any damages were suffered by any members of the Settlement Class as a result of their conduct.

5. **Attorneys’ Fees and Expenses Sought:** Class Counsel, which have been prosecuting the Action on a wholly contingent basis since its inception in 2017, have not received any payment of attorneys’ fees for their representation of the Settlement Class and have advanced the funds to pay expenses necessarily incurred to prosecute this Action. Class Counsel, Pomerantz LLP and The Briscoe Law Firm, PLLC, will apply to the Court for an award of attorneys’ fees in an amount not to exceed 33% of the Settlement Fund. In addition, Class Counsel will apply for reimbursement

² Defendants Tore Halverson and Dianne B. Ralston are collectively referred to herein as the “Individual Defendants.”

of Litigation Expenses paid or incurred in connection with the institution, prosecution and resolution of the claims against the Defendants, in an amount not to exceed \$850,000.00, which may include an application for reimbursement of the reasonable costs and expenses incurred by the Class Representative directly related to his representation of the Settlement Class. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses. Estimates of the average cost per affected share of TechnipFMC Securities, if the Court approves Class Counsel’s fee and expense application, is \$0.002 per share of eligible common stock.

6. **Identification of Attorneys’ Representatives:** The Class Representative and the Settlement Class are represented by: Jeremy A. Lieberman, Esq. of Pomerantz LLP, 600 Third Avenue, 20th Floor, New York, NY 10016, (212) 661-1100, jalieberman@pomlaw.com; and Willie C. Briscoe, Esq. of The Briscoe Law Firm, PLLC, 3131 McKinney Avenue, Suite 600, Dallas, TX 75204, (214) 643-6011, wbriscoe@thebriscoelawfirm.com.

7. **Reasons for the Settlement:** The Class Representative’s principal reason for entering into the Settlement is the substantial immediate cash benefit for the Settlement Class without the risk or the delays inherent in further litigation. Moreover, the substantial cash benefit provided under the Settlement must be considered against the significant risk that a smaller recovery – or indeed no recovery at all – might be achieved after contested motions, a trial of the Action, and the likely appeals that would follow a trial. This process could be expected to last several years. Defendants, who deny all allegations of wrongdoing or liability whatsoever, are entering into the Settlement solely to eliminate the uncertainty, burden and expense of further protracted litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
SUBMIT A CLAIM FORM POSTMARKED NO LATER THAN MAY 15, 2021.	This is the only way to be eligible to receive a payment from the Settlement Fund. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs’ Claims (defined in ¶ 31 below) that you have against Defendants and the other Defendants’ Releasees (defined in ¶ 32 below), so it is in your interest to submit a Claim Form.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN FEBRUARY 26, 2021.	If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against any of the Defendants or the other Defendants’ Releasees concerning the Released Plaintiffs’ Claims.

Questions? Visit www.TechnipFMCSecuritiesLitigation.com or call toll-free at (877) 545-0232

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:

<p>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN FEBRUARY 26, 2021.</p>	<p>If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys’ fees and reimbursement of Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.</p>
<p>ATTEND HEARING ON MARCH 19, 2021 AT 10:00 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN FEBRUARY 26, 2021.</p>	<p>Filing a written objection and notice of intention to appear by February 26, 2021 allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys’ fees and reimbursement of Litigation Expenses. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.</p>
<p>DO NOTHING.</p>	<p>If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.</p>

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WHY DID I GET THIS NOTICE?

8. The Court directed that this Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased or otherwise acquired one or more TechnipFMC Securities during the Settlement Class Period. The Court also directed that this Notice be posted online at www.TechnipFMCSecuritiesLitigation.com and mailed to you upon request to the Claims Administrator. The Court has directed us to disseminate these notices because, as a potential Settlement Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how this class action lawsuit may generally affect your legal rights. If the Court approves the Settlement, and the Plan of Allocation (or some other plan of allocation), the claims administrator selected by the Class Representative and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement Class if you wish to do so. It is also being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation and the motion by Class Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses (the "Settlement Hearing"). See paragraph 75 below for details about the Settlement Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

WHAT IS THIS CASE ABOUT?

11. On August 3, 2017, a putative class action complaint was filed in the United States District Court for the Southern District of Texas (the "Southern District of Texas") against TechnipFMC plc, Douglas J. Pferdehirt ("Pferdehirt"), and Maryann T. Mannen ("Mannen"), styled as *Prause v. TechnipFMC plc, et al.*, No. 4:17-cv-2368 (S.D. Tex.).

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12. By Order dated December 8, 2017, the Southern District of Texas appointed the Class Representative as Lead Plaintiff for the Action and approved the Class Representative's selection of Pomerantz LLP and Lead Counsel.

13. On January 22, 2018, the Class Representative, as Lead Plaintiff, filed and served an Amended Class Action Complaint (the "Complaint") individually and on behalf of all persons or entities similarly situated, asserting claims against TechnipFMC, Pferdehirt and Mannen arising under Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 promulgated thereunder, and against Pferdehirt and Mannen arising under Section 20(a) of the Exchange Act. In addition, the Complaint also asserted claims against TechnipFMC, Halvorsen and Ralston arising under Section 11 of the Securities Act of 1933 (the "Securities Act") and against Halvorsen and Ralston arising under Section 15 of the Securities Act. Among other things and in relevant part, the Complaint alleged that all of the TechnipFMC Securities issued between January 16, 2017 and July 24, 2017, inclusive (the "Settlement Class Period"), were issued pursuant to certain registration statements that contained material misstatements and misrepresentations, including material overstatements of TechnipFMC's financial data. The Complaint further alleged that Halvorsen and Ralston were liable for the material misstatements and misrepresentations in TechnipFMC's registration statements by virtue of their status as control persons.

14. On March 8, 2018, pursuant to Judge Bennett's Order approving the Parties' stipulated scheduling order dated January 2, 2018, TechnipFMC, Mannen, Pferdehirt, and Ralston moved to dismiss the Complaint. On June 6, 2018, Halvorsen joined in the motion to dismiss. On June 15, 2018, the Court heard argument on the motion to dismiss.

15. By Order dated January 18, 2019, the Court dismissed the Exchange Act claims as against TechnipFMC, Mannen, and Pferdehirt, and dismissed claims against Halvorsen and Ralston arising under Section 15 of the Securities Act. The Court ordered TechnipFMC, Halvorsen, and Ralston to answer the Complaint as to the Section 11 claims arising under the Securities Act. On February 15, 2019, Defendants answered the operative Complaint.

16. On April 3, 2019, the Class Representative, as Lead Plaintiff, moved the Court to certify the Action as a class action, to appoint then-Lead Plaintiff as the Class Representative and to appoint Pomerantz LLP and The Briscoe Law Firm, PLLC as Class Counsel. Defendants opposed the motion on June 24, 2019. On September 13, 2019, the Court heard argument on the motion for class certification.

17. By Order dated March 9, 2020, the Court granted the motion to certify the Action as a class action, appointed the Class Representative, and appointed Pomerantz LLP as Class Counsel, and The Briscoe Law Firm, PLLC as Liaison Counsel.

18. On September 20, 2019, Class Counsel and Defendants' Counsel participated in a full-day mediation session before experienced mediators former Judge Daniel Weinstein and former Ambassador David Carden. In advance of that session, the Parties exchanged detailed mediation statements, which outlining their respective analyses of the claims and defenses in the Action, and provided the same to Mr. Weinstein and Mr. Carden. The session was not successful. Class Counsel and Defendants' Counsel participated in another full-day mediation session before Mr. Weinstein

and Mr. Carden on March 18, 2020. In advance of the March 18, 2020 mediation, the Parties again submitted and exchanged extensive mediation briefs. The mediation was not successful. On November 12, 2020, Class Counsel and Defendants' Counsel, with assistance from Judge Weinstein and Ambassador Carden, reached an agreement-in-principle to settle the Action.

19. Based on the investigation and mediation of the case and the Class Representative's direct oversight of the prosecution of this matter and with the advice of his counsel, the Class Representative has agreed to settle and release the claims raised in the Action pursuant to the terms and provisions of the Stipulation, after considering, among other things, (a) the substantial financial benefit that the Class Representative and the other members of the Settlement Class will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation and trial.

20. Defendants are entering into the Stipulation solely to eliminate the burden, expense, uncertainty, and risk of further litigation. Defendants expressly have denied and continue to deny all allegations of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action, and the Stipulation shall in no event be construed as, or deemed to be evidence of, an admission or concession on the part of the Defendants, or any other of the Defendants' Releasees (defined in ¶ 32 below), with respect to any claim of any liability, fault, wrongdoing or damage whatsoever, or any infirmity in any defense that the Defendants have or could have asserted. Similarly, the Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of the Class Representative of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Defendants' defenses to liability had any merit.

21. On December 16, 2020, the Court preliminarily approved the Settlement, authorized this Notice to be mailed to potential Settlement Class Members and this Notice to be posted online, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

<p style="text-align: center;">HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT? WHO IS INCLUDED IN THE SETTLEMENT CLASS?</p>
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22. If you are a member of the Settlement Class, you are subject to the Settlement, unless you timely request to be excluded. The Settlement Class consists of:

all persons or entities that purchase or otherwise acquired TechnipFMC Common Stock in the United States, including but not limited to shares acquired through the merger of FMC Technologies Inc., FMC Technologies SIS Limited and Technip S.A.) between January 16, 2017 and July 24, 2017, both dates inclusive.

Excluded from the Settlement Class are Defendants; members of the Immediate Family of each of the Individual Defendants; the current and former Officers and directors of TechnipFMC; any person, firm, trust, corporation, Officer, or other entity in which any Defendant has or had a controlling interest; and the legal representatives, affiliates, heirs, successors-in-interest or assigns of any such excluded party. Also excluded from the Settlement Class are any persons or entities who or which exclude themselves by submitting a request for exclusion that is accepted by the

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Court. See “What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself,” on page 18 below.

PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.

If you are a Settlement Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Claim Form that is available online at www.TechnipFMCSecuritiesLitigation.com or which can be mailed to you upon request to the Claims Administrator, and the required supporting documentation as set forth therein, postmarked no later than May 15, 2021.

WHAT ARE THE CLASS REPRESENTATIVE’S REASONS FOR THE SETTLEMENT?

23. The Class Representative and Class Counsel believe that the claims asserted against Defendants have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue their claims against the remaining Defendants through trial and appeals, as well as the very substantial risks they would face in establishing liability. Even if the hurdles to establishing liability were overcome, the amount of damages that could be attributed to the allegedly false statement would be hotly contested. Plaintiffs would have to prevail at several stages – motions for summary judgment, trial, and if they prevailed on those, on the appeals that were likely to follow. Thus, there were very significant risks attendant to the continued prosecution of the Action.

24. In light of these risks, the amount of the Settlement and the immediacy of recovery to the Settlement Class, the Class Representative and Class Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class. The Class Representative and Class Counsel believe that the Settlement provides a substantial benefit to the Settlement Class, namely \$19,500,000 in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller, or no recovery after summary judgment, trial and appeals, possibly years in the future.

25. Defendants have denied the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants have agreed to the Settlement solely to eliminate the burden, expense, uncertainty, and risk of further litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

26. If there were no Settlement and the Class Representative failed to establish any essential legal or factual element of their claims against Defendants, neither the Class Representative nor the other members of the Settlement Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, either at summary judgment, at trial

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or on appeal, the Settlement Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

**HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED
BY THE ACTION AND THE SETTLEMENT?**

27. As a Settlement Class Member, you are represented by the Class Representative and Class Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” on pages 19-20 below.

28. If you are a Settlement Class Member and do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section entitled, “What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?,” on page 18 below.

29. If you are a Settlement Class Member and you wish to object to the Settlement, the Plan of Allocation, or Class Counsel’s application for attorneys’ fees and reimbursement of Litigation Expenses, and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” on pages 19-20 below.

30. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, the Class Representative and each of the other Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, will have fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiffs’ Claim (as defined in ¶ 31 below) against the Defendants and the other Defendants’ Releasees (as defined in ¶ 32 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs’ Claims against any of the Defendants’ Releasees.

31. “Released Plaintiffs’ Claims” means all any and all claims, rights, remedies, demands, liabilities and causes of action of every nature and description (including but not limited to any claims for damages, punitive damages, compensation, restitution, disgorgement, rescission, interest, injunctive relief, attorneys’ fees, expert or consulting fees, obligations, debts, losses, and any other costs, expenses, or liabilities of any kind or nature whatsoever), whether legal, statutory or equitable in nature to the fullest extent that the law permits their release in this Action, whether known claims or Unknown Claims (as defined below), whether arising under federal, state, common or foreign law, whether class or individual in nature, that Class Representatives or any other members of the Settlement Class: (i) asserted in this litigation, including any complaint filed or submitted to the Court in this Action; or (ii) could have asserted in any forum or proceeding that arise out of or are based upon or are related to the allegations, transactions, facts, matters or

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occurrences, representations or omissions involved, set forth, or referred to in the Complaint that arise out of the purchase or acquisition of TechnipFMC Common Stock during the Settlement Class Period. Released Plaintiffs' Claims do not include: (i) any claims relating to the enforcement of the Settlement; and (ii) any claims of any person or entity who or that submits a request for exclusion that is accepted by the Court.

32. "Defendants' Releasees" means Defendants and their current or former trustees, officers, directors, principals, employees, agents, partners, insurers, reinsurers, auditors, heirs, attorneys, legal representatives, predecessors, successors or assigns, parents, subsidiaries, divisions, affiliates, managers, executors, administrators, joint ventures, general or limited partnerships, limited liability companies, Immediate Family members of the Individual Defendants, and any trust of which any Individual Defendant is the settlor or which is for the benefit of their Immediate Family members.

33. "Unknown Claims" means any and all Released Plaintiffs' Claims which the Class Representative or any other Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any and all Released Defendants' Claims which any Defendant or any other Defendants' Releasee does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Class Representative and Defendants shall expressly waive, and each of the other Settlement Class Members and each of the other Defendants' Releasees shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived and relinquished any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Class Representative and Defendants acknowledge, and each of the other Settlement Class Members and each of the other Defendants' Releasees shall be deemed by operation of law to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims and Released Defendants' Claims and Released Plaintiffs' Claims was separately bargained for and a key element of the Settlement.

34. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, will have fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Defendants' Claim (as defined in ¶ 35 below) against the Class Representative and the other Plaintiffs' Releasees (as defined in ¶ 36 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants' Claims against any of the Plaintiffs' Releasees.

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35. “Released Defendants’ Claims” means all claims, rights and causes of action, duties, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities of every nature and description, whether known claims or Unknown Claims (as defined below), whether arising under federal, state, common or foreign law, or any other law, that the Defendants or any other Defendants’ Releasees asserted, or could have asserted, against any of the Plaintiffs’ Releasees that arise out of or relate in any way to the commencement, prosecution, settlement or resolution of the Action or the claims against the Defendants’ Releasees, except for claims relating to the enforcement of the Settlement or any claims against any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

36. “Plaintiffs’ Releasees” means the Class Representative, all other plaintiffs in the Action, and any other Settlement Class Member, and their respective current and former officers, directors, agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees, and attorneys, in their capacities as such.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

37. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Settlement Class and you must timely complete and return the Claim Form with adequate supporting documentation **postmarked no later than May 15, 2021**. A Claim Form is available on the website maintained by the Claims Administrator for the Settlement, www.TechnipFMCSecuritiesLitigation.com, or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 1-877-545-0232. Please retain all records of your ownership of and transactions in TechnipFMC Securities, as they may be needed to document your Claim. If you request exclusion from the Settlement Class or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

HOW MUCH WILL MY PAYMENT BE?

38. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlement.

39. Pursuant to the Settlement, Defendants have agreed to pay or cause to be paid nineteen million five hundred thousand dollars (\$19,500,000) in cash. The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the “Settlement Fund.” If the Settlement is approved by the Court and the Effective Date occurs, the “Net Settlement Fund” (that is, the Settlement Fund less (a) all federal, state and/or local taxes on any income earned by the Settlement Fund and the reasonable costs incurred in connection with determining the amount of and paying taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants); (b) the costs and expenses incurred in connection with providing notice to Settlement Class Members and administering the Settlement on behalf of Settlement Class Members; and (c) any attorneys’ fees and Litigation Expenses awarded by the Court) will be distributed to Settlement Class Members who submit valid

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Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

40. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, has expired.

41. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court's order or judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund or the plan of allocation.

42. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

43. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form **postmarked on or before May 15, 2021** shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the releases given. This means that each Settlement Class Member releases the Released Plaintiffs' Claims (as defined in ¶ 31 above) against the Defendants' Releasees (as defined in ¶ 32 above) and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Plaintiffs' Claims against any of the Defendants' Releasees whether or not such Settlement Class Member submits a Claim Form.

44. Participants in and beneficiaries of a plan covered by ERISA ("ERISA Plan") should NOT include any information relating to their transactions in TechnipFMC Securities held through the ERISA Plan in any Claim Form that they may submit in this Action. They should include ONLY those shares that they purchased or acquired outside of the ERISA Plan. Claims based on any ERISA Plan's purchases or acquisitions of TechnipFMC Securities during the Settlement Class Period may be made by the plan's trustees. To the extent any of the Defendants or any of the other persons or entities excluded from the Settlement Class are participants in the ERISA Plan, such persons or entities shall not receive, either directly or indirectly, any portion of the recovery that may be obtained from the Settlement by the ERISA Plan.

45. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Settlement Class Member.

46. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.

47. Only Settlement Class Members, *i.e.*, persons and entities who purchased or otherwise acquired TechnipFMC Securities during the Settlement Class Period and were damaged as a result of such purchases or acquisitions, will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Settlement Class by definition or that exclude themselves from the Settlement Class pursuant to request will not be eligible to receive a

distribution from the Net Settlement Fund and should not submit Claim Forms. The only securities that are included in the Settlement are the TechnipFMC Securities.

PROPOSED PLAN OF ALLOCATION

48. The Plan of Allocation is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Court may approve the Plan of Allocation with or without modifications agreed to among the Parties, or may approve another plan of allocation, without further notice to Class Members.

49. The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund to those Class Members who suffered economic losses as a proximate result of the alleged wrongdoing. The Claims Administrator shall determine each Authorized Claimant's share of the Net Settlement Fund based upon the recognized loss formulas described below (the "Recognized Loss"). The Recognized Loss calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the Recognized Loss calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making pro rata allocations of the Net Settlement Fund.

50. The calculation of Recognized Loss depends upon several factors, including: when shares of TechnipFMC common stock were purchased and for what price; whether those shares were sold, and if sold, for what price; the price of the shares at the time of the merger;³ and when the first complaint was filed in this Action and the price of the shares on such date.⁴

51. Section 11 of the Securities Act ("Section 11") provides for an affirmative defense of negative causation which prevents recovery for losses that Defendants prove are not attributable to misrepresentations and/or omissions alleged by Plaintiffs in the Registration Statement. The Recognized Loss calculation assumes that the decline in the price of TechnipFMC common stock

³ TechnipFMC was created as the result of the merger of Technip S.A. ("Technip") and FMC Technologies, Inc. ("FMCTI"). The merger was completed on January 16, 2017, and the Company's stock began trading on the New York Stock Exchange ("NYSE") and on the Euronext Paris Stock Exchange ("Euronext Paris") on January 17, 2017, under the ticker symbol "FTI." In accordance with the terms of the merger agreement, FMCTI shareholders received one share of the combined company for each existing share of FMCTI, and Technip shareholders received two shares of the combined company for each existing share of Technip.

For purposes of this Plan of Allocation, the price of TechnipFMC shares acquired in the merger shall be \$35.74, which is based on the closing price of Technip stock immediately prior to the completion of the merger (*i.e.*, January 16, 2017) divided by two. The closing price of Technip stock that day was €67.40, or \$71.47 USD based on the contemporaneous USD/EUR spot exchange rate, which was 1.0604. (Source: Bloomberg.)

⁴ August 3, 2017 is the date of the earliest complaint filed in this Action. The closing price of TechnipFMC common stock on August 3, 2017 was \$27.53.

in response to corrective disclosures alleged by Plaintiffs is the only compensable loss. Plaintiffs' Counsel, in consultation with their damages expert, has determined that such disclosures occurred on July 25, 2017, and caused the following decline in the price of TechnipFMC common stock, net of market and industry effects:

Alleged Corrective Disclosure Date	Company-Specific Stock Price Decline
July 25, 2017	\$0.78

52. Accordingly, if a share of TechnipFMC common stock was sold before July 25, 2017 the Recognized Loss for that share is \$0.00, and any loss suffered is not compensable under the Plan of Allocation.

53. A Recognized Loss will be calculated for each share of TechnipFMC common stock purchased or otherwise acquired in the U.S. during the period January 16, 2017 through July 24, 2017. For purposes of the Plan of Allocation, all purchases of TechnipFMC common stock in the U.S. that occurred during the period January 16, 2017 through July 24, 2017, inclusive, that are listed in the Proof of Claim form and for which adequate documentation is provided, will be deemed traceable to the Registration Statement and eligible for treatment as a Section 11 claim.

54. In the calculations below, all purchase and sale prices shall exclude any fees, taxes and commissions. If a Recognized Loss amount is calculated to be a negative number, that Recognized Loss shall be set to zero. Any transactions in TechnipFMC common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

Calculation of Recognized Loss Per Share of TechnipFMC Common Stock

55. For each share of TechnipFMC common stock purchased or otherwise acquired in the U.S. during the period January 16, 2017 through July 24, 2017, inclusive, pursuant and/or traceable to the Registration Statement, the Recognized Loss per share shall be calculated as follows:

- I. For each share that was sold prior to July 25, 2017, the Recognized Loss per share is \$0.
- II. For each share that was sold during the period July 25, 2017 through August 2, 2017, inclusive, the Recognized Loss per share is *the least of*:
 - i. \$0.78; or
 - ii. \$35.74 (*i.e.*, the merger price) *minus* the sale price; or
 - iii. the purchase price *minus* the sale price.
- III. For each share that was sold between August 3, 2017 and July 31, 2019,⁵ inclusive, the Recognized Loss per share is *the least of*:

⁵ July 31, 2019 is the most recent date TechnipFMC common stock traded at a price that exceeded the price of the stock when the first complaint in this Action was filed.

- i. \$0.78; or
 - ii. \$35.74 (*i.e.*, the merger price) *minus* the greater of the sale price or \$27.53; or
 - iii. the purchase price *minus* the greater of the sale price or \$27.53.
- IV. For each share that was held through July 31, 2019, the Recognized Loss per share is *the lesser of*:
- i. \$0.78; or
 - ii. the purchase price *minus* \$27.53.

Additional Provisions

56. **Minimum Pro Rata Distribution Requirement Per Authorized Claimant.** The Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount (defined in ¶ 59 below) is Ten Dollars (\$10.00) or greater.

57. **FIFO Matching.** If a Class Member has more than one purchase/acquisition or sale of TechnipFMC common stock, all purchases/acquisitions and sales shall be matched on a First In, First Out (“FIFO”) basis. Class Period sales will be matched first against any holdings of TechnipFMC common stock at the beginning of the Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition of TechnipFMC common stock made during the Class Period.

58. **“Recognized Claim” defined.** A Claimant’s “Recognized Claim” under the Plan of Allocation shall be the sum of his, her or its Recognized Losses for all shares of TechnipFMC common stock purchased or acquired during the Class Period.

59. **“Distribution Amount” defined.** The Net Settlement Fund will be distributed to Authorized Claimants on a pro rata basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which shall be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant’s Distribution Amount calculates to less than Ten Dollars (\$10.00), it will not be included in the calculation and no distribution will be made to such Authorized Claimant. If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed pro rata to all Authorized Claimants entitled to receive payment.

60. **“Transaction Date” defined.** Purchases or acquisitions and sales of TechnipFMC common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of TechnipFMC Securities during the Class Period shall not be deemed a purchase or acquisition of TechnipFMC common stock for the calculation of an Authorized Claimant’s Recognized Loss, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of TechnipFMC common stock unless (i) the donor or decedent purchased or otherwise acquired such stock during the Class Period; (ii) no Claim Form was submitted by or on

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behalf of the donor, on behalf of the decedent, or by anyone else with respect to such stock; and (iii) it is specifically so provided in the instrument of gift or assignment.

61. **Certain In-Kind Transactions Excluded.** Notwithstanding any of the above, receipt of TechnipFMC common stock during the Class Period in exchange for securities of any other corporation or entity shall not be deemed a purchase or sale of TechnipFMC common stock.

62. **“Short Sales” Excluded.** The date of covering a “short sale” is deemed to be the date of purchase or acquisition of TechnipFMC common stock. The date of a “short sale” is deemed to be the date of sale of TechnipFMC common stock. Under the Plan of Allocation, however, the Recognized Loss on “short sales” is zero. In the event that a Claimant has an opening short position in TechnipFMC common stock, the earliest Class Period purchases or acquisitions of the stock shall be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

63. **Certain Transactions in Options Excluded.** Option contracts are not securities eligible to participate in the Settlement. With respect to TechnipFMC common stock purchased or sold through the exercise of an option, the purchase/sale date of the stock is the exercise date of the option and the purchase/sale price of the stock is the closing price of TechnipFMC common stock on the date of exercise. Any Recognized Loss arising from purchases of TechnipFMC common stock acquired during the Class Period through the exercise of an option on TechnipFMC common stock⁶ shall be computed as provided for other purchases of TechnipFMC common stock in the Plan of Allocation.

64. **Net Market Gain Claims Excluded.** To the extent a Claimant had a market gain (as calculated by the methodology in ¶ 65 below), with respect to his, her, or its overall transactions in TechnipFMC common stock during the Class Period, the value of the Claimant’s Recognized Claim shall be zero. Such Claimants shall in any event be bound by the Settlement. To the extent that a Claimant suffered an overall market loss with respect to his, her, or its overall transactions in TechnipFMC common stock during the Class Period, but that market loss was less than the total Recognized Claim calculated above, then the Claimant’s Recognized Claim shall be limited to the amount of the actual market loss.

65. **Determination of Market Gain/Loss.** For purposes of determining whether a Claimant had a market gain with respect to his, her, or its overall transactions in TechnipFMC common stock during the Class Period or suffered a market loss, the Claims Administrator shall determine the difference between (i) the Total Purchase Amount⁷ and (ii) the sum of the Total Sales Proceeds⁸

⁶ Including (1) purchases of TechnipFMC common stock as the result of the exercise of a call option, and (2) purchases of TechnipFMC common stock by the seller of a put option as a result of the buyer of such put option exercising that put option.

⁷ The “Total Purchase Amount” is the total amount the Claimant paid (excluding commissions and other charges) for all shares of TechnipFMC common stock purchased or acquired during the Class Period.

⁸ The Claims Administrator shall match any sales of TechnipFMC common stock during the Class Period, first against the Claimant’s opening position in TechnipFMC common stock (the proceeds of those sales will not be considered

and Total Holding Value.⁹ This difference shall be deemed a Claimant's market gain or loss with respect to his, her, or its overall transactions in TechnipFMC common stock during the Class Period.

66. **Re-Distributions.** After the initial distribution of the Net Settlement Fund, the Claims Administrator shall make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund eight (8) months after the initial distribution, if Class Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator shall conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least Ten Dollars (\$10.00) from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks and who would receive at least Ten Dollars (\$10.00) on such additional re-distributions may occur thereafter if Class Counsel, in consultation with the Claims Administrator, determines that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective.

67. **Waiver of Further Liabilities.** Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against the Class Representative, Class Counsel, Class the Representative's damages expert, Defendants, Defendants' Counsel, or any of the other Releasees, or the Claims Administrator or other agent designated by Class Counsel arising from distributions made substantially in accordance with the Second Amended Stipulation, the plan of allocation approved by the Court, or further Orders of the Court. The Class Representative, Defendants, and their respective counsel, and all Defendants' Releasees, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the plan of allocation, or the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

68. **Notice of Future Modifications via Settlement Website.** The Plan of Allocation set forth herein is the plan that is being proposed to the Court for its approval by Class Representative after consultation with their damages expert. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any

for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of TechnipFMC common stock sold during the Class Period shall be the "Total Sales Proceeds."

⁹ The Claims Administrator shall ascribe a value of \$27.56 per share of TechnipFMC common stock purchased or acquired during the Class Period and still held as of the close of trading on July 24, 2017 (the "Holding Value"). The total Holding Value for all TechnipFMC common stock purchased or acquired during the Class Period and still held as of the close of trading on July 24, 2017 shall be the Claimant's "Total Holding Value."

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modification of the Plan of Allocation will be posted on the settlement website, www.TechnipFMCSecuritiesLitigation.com.

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING?
HOW WILL THE LAWYERS BE PAID?**

69. Class Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Settlement Class, nor have Class Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Class Counsel will apply to the Court for an award of attorneys' fees for all Class Counsel in an amount not to exceed 33% of the Settlement Fund. At the same time, Class Counsel also intend to apply for reimbursement of Litigation Expenses in an amount not to exceed \$850,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by the Class Representative directly related to his representation of the Settlement Class. The Court will determine the amount of any award of attorneys' fees or reimbursement of Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

**WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS?
HOW DO I EXCLUDE MYSELF?**

70. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written Request for Exclusion from the Settlement Class, addressed to *TechnipFMC Securities Litigation, EXCLUSIONS*, c/o JND Legal Administration, P.O. Box 91369, Seattle, WA, 98111-0107. The exclusion request must be **received no later than February 26, 2021**. You will not be able to exclude yourself from the Settlement Class after that date. Each Request for Exclusion must: (a) state the name, address and telephone number of the person or entity requesting exclusion, and in the case of entities the name and telephone number of the appropriate contact person; (b) state that such person or entity "requests exclusion from the Settlement Class in *Prause v. TechnipFMC plc, et al.*, Case No. 4:17-cv-02368"; (c) identify and state the number of each TechnipFMC Security (in terms of shares) that the person or entity requesting exclusion purchased/acquired and/or sold during the Settlement Class Period (*i.e.*, between January 16, 2017 and July 24, 2017, inclusive), as well as the dates and prices of each such purchase/acquisition and sale; and (d) be signed by the person or entity requesting exclusion or an authorized representative. A Request for Exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

71. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiffs' Claim against any of the Defendants' Releasees.

72. If you ask to be excluded from the Settlement Class, you will not be eligible to receive any payment out of the Net Settlement Fund.

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73. Defendants have the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Settlement Class in an amount that exceeds an amount agreed to by the Class Representative and Defendants.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

74. Settlement Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Settlement Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.

75. The Settlement Hearing will be held on **March 19, 2021 at 10:00 a.m.**, before the Honorable Alfred H. Bennett in Courtroom 8C of the United States District Court for the Southern District of Texas, Bob Casey United States Courthouse, 515 Rusk Avenue, Houston, TX 77002. The Court reserves the right to approve the Settlement, the Plan of Allocation, Class Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class.

76. Any Settlement Class Member who or which does not request exclusion may object to the Settlement, the proposed Plan of Allocation or Class Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk's Office at the United States District Court for the Southern District of Texas at the address set forth below **on or before February 26, 2021**. You must also serve the papers on Class Counsel and on Defendants' Counsel at the addresses set forth below so that the papers are *received on or before February 26, 2021*.

Clerk's Office	Class Counsel	Defendants' Counsel
U.S. District Court Southern District of Texas David J. Bradley Clerk of the Court P.O. Box 61010 Houston, TX 77208-1010	Pomerantz LLP Jeremy A. Lieberman, Esq. 600 Third Avenue, 20th Floor New York, NY 10016	Latham & Watkins LLP Peter A. Wald, Esq. 505 Montgomery Street San Francisco, CA 94111

77. Any objection: (a) must state the name, address and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Settlement Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention; and (c) must include documents sufficient to prove membership in the Settlement Class, including the number of each TechnipFMC Security (in terms of shares) that the objecting Settlement Class Member purchased/acquired and/or sold during the Settlement Class Period (*i.e.*, between January

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16, 2017 and July 24, 2017, inclusive), as well as the dates and prices of each such purchase/acquisition and sale. You may not object to the Settlement, the Plan of Allocation or Class Counsel's motion for attorneys' fees and reimbursement of Litigation Expenses if you exclude yourself from the Settlement Class or if you are not a member of the Settlement Class.

78. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

79. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation or Class Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and if you timely file and serve a written objection as described above, you must also file a notice of appearance with the Clerk's Office and serve it on Class Counsel and Defendants' Counsel at the addresses set forth above so that it is **received on or before February 26, 2021**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

80. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Class Counsel and Defendants' Counsel at the addresses set forth in ¶ 76 above so that the notice is **received on or before February 26, 2021**.

81. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Class Counsel.

82. Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation or Class Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

83. If you purchased or otherwise acquired any of the TechnipFMC Securities between January 16, 2017 and July 24, 2017, inclusive, for the beneficial interest of persons or organizations other than yourself, you must either: (a) within seven (7) calendar days of receipt of this Notice, request from the Claims Administrator sufficient copies of the Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notices forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of the Notice, provide a list of the names and addresses of all such beneficial owners to *TechnipFMC Securities Litigation, c/o*

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JND Legal Administration, P.O. Box 91369, Seattle, WA, 98111-0107. If you choose the second option, the Claims Administrator will send a copy of the Notice to the beneficial owners. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred, up to a maximum of \$0.50 per notice, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Any dispute concerning the reasonableness of reimbursement costs shall be resolved by the Court. Copies of this Notice and the Claim Form may be obtained from the website maintained by the Claims Administrator, www.TechnipFMCSecuritiesLitigation.com, or by calling the Claims Administrator toll-free at 1-877-545-0232.

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

84. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the Southern District of Texas, Bob Casey United States Courthouse, 515 Rusk Avenue, Houston, TX 77002. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, www.TechnipFMCSecuritiesLitigation.com.

All inquiries concerning this Notice and the Claim Form should be directed to the Claims Administrator or Co-Lead Counsel at:

<i>TechnipFMC Securities Litigation</i>	and/or	Jeremy A. Lieberman, Esq.
c/o JND Legal Administration		POMERANTZ LLP
P.O. Box 91369		600 Third Avenue, 20th Floor
Seattle, WA 98111-0107		New York, NY 10016
877-545-0232		(212) 661-1100
www.TechnipFMCSecuritiesLitigation.com		jalieberman@pomlaw.com

DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANTS OR THEIR COUNSEL REGARDING THIS NOTICE.

Dated: December 16, 2020

By Order of the Court
United States District Court
Southern District of Texas

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