

CONFIDENTIAL

To: Schneider Electric SE (the "**Company**")
35 rue Joseph Monier
92500 Rueil-Malmaison
France
Attention: [REDACTED]

20 September 2022

Dear Madam,

Fee Letter relating to the GBP 4,100,000,000 bridge facility (the "Facility")

We, Citibank, N.A., London Branch and Société Générale as mandated lead arrangers (the "**Mandated Lead Arrangers**") and as bookrunners (the "**Bookrunners**") and Citibank Europe PLC and Société Générale as underwriters (the "**Underwriters**") and Société Générale as facility agent (the "**Facility Agent**"), refer to the commitment letter (the "**Commitment Letter**") dated on or about the date of this letter relating to the Facility.

This is the Fee Letter referred to in the Commitment Letter.

1. DEFINITIONS AND CONSTRUCTION

Terms defined in the Commitment Letter shall have the same meaning given in this Fee Letter, unless a contrary indication appears.

2. FEES

In consideration of us entering into the Commitment Letter, the Company shall pay the following fees:

2.1 Underwriting fees

- (a) The Company shall pay to the Facility Agent for the account of each Underwriter pro rata to its (or if applicable, its Affiliate's) commitment under the Bridge Facility Agreement an underwriting fee equal to 0.05 per cent. on the total commitments under the Bridge Facility Agreement as at the signing date of the Bridge Facility Agreement (the "**Underwriting Fee**").
- (b) The Underwriting Fee shall be due on the signing date of the Bridge Facility Agreement and payable within one (1) Business Day following the signing date of the Bridge Facility Agreement.

2.2 Upfront fees

- (a) The Company shall pay to the Facility Agent for the account of each Bank pro rata to its commitment under the Bridge Facility Agreement an upfront fee calculated and payable as follows:
 - (i) a first instalment equal to 0.05 per cent. on the amount of the commitments under the Bridge Facility Agreement as at the Signing Date as reduced by the amount of the Take-out Facility (if the relevant term loan agreement is entered into) and due and payable on the earlier to occur of:
 - (A) the date of achievement of a Successful Syndication;
 - (B) the first Drawdown Date; and
 - (C) 15 November 2022; and
 - (ii) further instalments which shall be due and payable on each Drawdown Date equal to 0.10 per cent. of the amount of the Facility drawn on such Drawdown Date.

3. PAYMENTS

3.1 All payments under this Fee Letter shall be made in immediately available, freely transferable, cleared funds and in Sterling and, in the case of any payments under this Fee Letter to the Facility Agent, shall be made to the following account:

Correspondent Bank: SOCIETE GENERALE SA

Correspondent SWIFT: [REDACTED]

FAVOUR: SOCIETE GENERALE SA

Beneficial SWIFT: [REDACTED]

Beneficial ACCOUNT NUMBER: [REDACTED]

ATTN: [REDACTED] / [REDACTED] /
[REDACTED] / [REDACTED] / [REDACTED]

REF: [REDACTED]

- 3.2 No fee set out in this Fee Letter shall be refundable or creditable against any other fees payable in connection with the Facility in whole or in part.
- 3.3 All payments under this Fee Letter shall be made without any deduction or withholding for or on account of tax (a "**Tax Deduction**"), unless a Tax Deduction is required by law. If a Tax Deduction is required by law, the amount of the payment due from the Company shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- 3.4 All fees and other amounts payable under this Fee Letter are exclusive of any value added tax or similar charge ("**VAT**"). If VAT is chargeable, the Company shall also and at the same

time pay the Facility Agent an amount equal to the amount of the VAT upon receipt of an invoice including the amount of such VAT.

4. **MARKET FLEX**

4.1 During the period from the date of this Fee Letter to the earlier of (i) the date that is 120 days after the date of the Commitment Letter and (ii) the date on which the Mandated Lead Arrangers have confirmed to the Company that Successful Syndication has been achieved and all the Syndication Lenders have become party to the Bridge Facility Agreement, the Mandated Lead Arrangers and the Underwriters shall be entitled, after consultation with the Company, to increase:

- (i) the upfront fees by up to 10 basis points; and/or
- (ii) the Margin by up to 15 basis points (in respect of each margin threshold of the Facility),

if they determine (acting reasonably and in good faith) that such changes are necessary based on the feedback received from potential lenders approached in the context of the Syndication in order to enhance the prospects of a Successful Syndication of the Facility.

4.2 The Company agrees to, and shall ensure that each other obligor shall, act promptly to (at the Company's expense) amend the Bridge Facility Agreement to reflect any changes made under paragraph 4.1 above.

4.3 This Fee Letter shall be deemed a "Finance Document" for the purposes of the Events of Default under the Bridge Facility Agreement unless otherwise agreed by the Company and the Mandated Lead Arrangers so as to incorporate the above provisions into the Bridge Facility Agreement.

5. **NO DEAL NO FEE**

For the avoidance of doubt, the Underwriters and the Banks will not be entitled to any payment for or in respect of the underwriting fees or the upfront fees specified in paragraph 2 above unless the Bridge Facility Agreement is executed and delivered by the parties thereto.

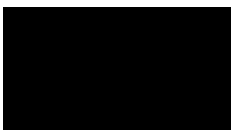
6. **MISCELLANEOUS**

The provisions of Clause 22 (*Governing law and Jurisdiction*) of the Commitment Letter shall be incorporated into this Fee Letter as if set out in full in this Fee Letter.

If you agree to the above, please acknowledge your agreement and acceptance of the terms of this Fee Letter by countersigning this Fee Letter.

Yours faithfully

The Mandated Lead Arrangers and Bookrunners



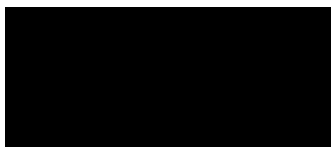
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For and on behalf of

Citibank, N.A., London Branch

Name:

Title:



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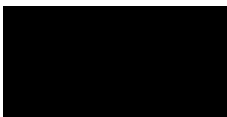
For and on behalf of

Société Générale

Name:

Title:

The Underwriters



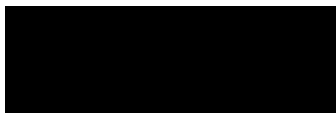
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For and on behalf of

Citibank Europe PLC

Name:

Title:



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For and on behalf of

Société Générale

Name:

Title:

The Facility Agent



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For and on behalf of


Société Générale

Name:

Title:

We acknowledge and agree to the terms set out above.

For and on behalf of



SCHNEIDER ELECTRIC SE

20 September 2022

Name: 

Title: 