

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 up to GBP 1,500,000,000 term loan 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 Société Générale as facility agent (the "**Facility Agent**"), refer to the mandate letter (the "**Mandate Letter**") dated on or about the date of this letter relating to the Facility.

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

1. DEFINITIONS AND CONSTRUCTION

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

2. UPFRONT FEES

In consideration of us entering into the Mandate Letter, the Company shall pay to the Facility Agent for the account of each Bank pro rata to its commitment under the Facility Agreement an upfront fee calculated and payable as follows:

- (i) a first instalment which shall be due on the signing date of the Facility Agreement and payable within one (1) Business Day following the signing date of the Facility Agreement equal to 0.10 per cent. on the total commitments under the Facility Agreement as at the signing date of the Facility Agreement; and
- (ii) further instalments which shall be due and payable on each utilisation date of the Facility equal to 0.125 per cent. of the amount of the Facility drawn on such utilisation 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 shall be made to the following account:

Correspondent Bank: [REDACTED]

Correspondent SWIFT: [REDACTED]

FAVOUR: [REDACTED]

Beneficial SWIFT: [REDACTED]

Beneficial ACCOUNT NUMBER: [REDACTED]

ATTN: [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. **NO DEAL NO FEE**

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

5. **MISCELLANEOUS**

The provisions of Clause 22 (*Governing law and Jurisdiction*) of the Mandate 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

[SIGNATURE PAGES FOLLOW]

The Mandated Lead Arrangers and Bookrunners

[Redacted]

For and on behalf of

Citibank, N.A., London Branch

Name: [Redacted]

Title: [Redacted]

[Redacted]

.....
For and on behalf of

[Redacted]

Name: [Redacted]

Title: [Redacted]

The Facility Agent

[Redacted]

.....
For and on behalf of

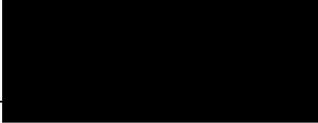
Société Générale

Name: [Redacted]

Title: [Redacted]

We acknowledge and agree to the terms set out above.

For and on behalf of

_____ 

SCHNEIDER ELECTRIC SE

20 September 2022

Name: 

Title: 