

GLOBAL AGREEMENT ON FUNDAMENTAL RIGHTS, SOCIAL DIALOGUE AND SUSTAINABLE DEVELOPMENT

Preamble

GDF SUEZ is operating according to a set of principles that reflects its values and that has been transposed in its Ethics Charter. The signatories agree to take this a step further by agreeing a set of common principles.

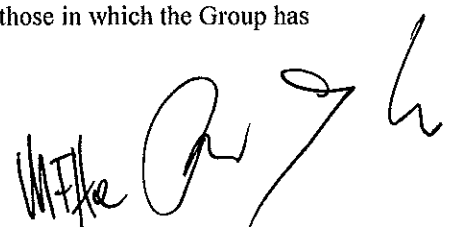
GDF SUEZ operates in a decentralised manner and respects local legislation, culture and practice; however, the Group expects its operations to respect the principles as laid down in this agreement. GDF SUEZ is a globally operating company split into five operational business lines Energy France, Energy Europe and International, Global Gas & LNG, Infrastructures, Energy Services and Environment. This agreement applies to all present and future GDF SUEZ companies¹, employees, subcontractors and suppliers.

Where questions are not addressed by this agreement, ethical principles and goals already adopted will continue to be valid. Such principles, also supported by the signatory Global Union Federations, include :

- Full compliance with national laws and regulations as well as with international standards,
- The maintenance of a culture of integrity, trust and honesty (including a zero tolerance policy on fraud and corruption), inside the company as well as with others,
- Keeping commitments, communicating in good faith, providing full and accurate information, and
- Respect for the rights and dignity of people under all circumstances.

The parties to the agreement intend to reach additional, more specific agreements covering areas of further co-operation as well as further processes to ensure that agreements are fully respected and promoted by the negotiating partners. Subsequent agreements will specify their respective fields of application.

¹ fully consolidated within the GDF SUEZ Group's scope of consolidation and those in which the Group has dominant influence

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GDF SUEZ, through its method of governance and its professional practices, undertakes to comply with this agreement and ensures that the other parties specified in the 2nd paragraph comply with it. In order to do this, the signatories provide information, create awareness and develop the necessary training. GDF SUEZ undertakes to circulate information on the agreement in the relevant languages using the most appropriate methods throughout all its sites and with its business partners in order to ensure that the agreement is understood and to encourage compliance with it. The signatory Global Union Federations pledge to disseminate the agreement to their respective affiliated unions and to make every effort to ensure that they are effectively employed to resolve conflicts and to promote co-operation and understanding.

GDF SUEZ fully supports international standards, including the Universal Declaration of Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Tripartite Declaration of Principles Concerning Multinational Enterprises and Social Policy and the UN Global Compact. These instruments incorporate, among others, the rights elaborated in the ILO Declaration on Fundamental Rights at Work (Freedom of Association and Collective Bargaining, conventions 87 and 98; Discrimination, conventions 100 and 111; Forced Labour, conventions 29 and 105; Child Labour, conventions 138 and 182) and convention 94 concerning Labour Clauses in Public Contracts. The parties agree that the principles contained in all of the listed instruments are considered to be part of this agreement.

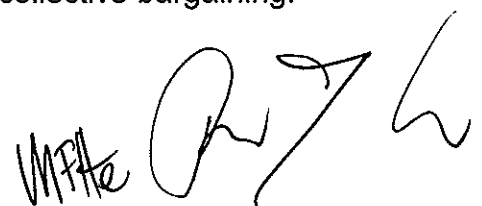
CHAPTER 1 - A SOCIAL PROJECT TO SUPPORT SUSTAINABLE EMPLOYMENT

1.1 Ensuring equal opportunities and treatment

GDF SUEZ fully supports equal opportunities and equal treatment of all employees, male or female – regardless of age, origin, nationality, religion, culture or political or sexual orientation. It is agreed that this policy will be in accordance with the principles of ILO conventions 100 and 111.

1.2 Respect for Trade Union Rights

There is agreement on full respect for trade union rights based on the principles in ILO conventions 87, 98, and 135. The rights of workers who wish to form or join trade unions are to be respected and there shall be no discrimination against such workers or against trade union or other employee representatives. To ensure transparency, GDF SUEZ will facilitate access to employees by trade union or other employee representatives under agreed conditions. GDF SUEZ and signatory Global Union Federations will co-operate to promote and encourage positive and constructive industrial relations inside all GDF SUEZ companies and their business partners. GDF SUEZ will provide information on its operations to trade unions in order to facilitate the practice of collective bargaining.

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1.3 Training

A subsequent agreement will be discussed and agreed concerning training. It will be based on a joint commitment to ensure that opportunities are provided for workers to upgrade and learn new skills throughout their careers. To that end, the transfer of knowledge from experienced employees to newer ones will be encouraged and special efforts will be made to ensure that women have full access to training, be able to develop competencies and to advance in the company. Training is most effective when combined with fair salaries and good working conditions. Work-based learning, training which alternates between the educational system and the company, will be promoted.

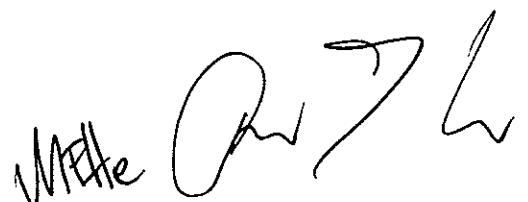
1.4 Health & Safety

Health & safety prevention measures are treated as a priority. Observation of strict standards and training will be used to improve health & safety in the working environment. Best occupational health and safety practice to prevent injuries and ill health shall be promoted and shall be in accordance with the principles of ILO Convention 155 on Occupational Health and Safety, ILO Convention 167 on Safety and Health in Construction and of the ILO Guidelines for Occupational Health Management Systems.

1.5 Stable, sustainable employment

GDF SUEZ recognizes the importance of secure employment for both the individual and for society through a preference for permanent, open-ended and direct employment. GDF SUEZ and all sub-contractors shall take full responsibility for all work being performed under the appropriate legal framework and, in particular, shall not seek to avoid obligations of the employer to dependent workers by disguising what would otherwise be an employment relationship or through the excessive use of temporary or agency labour. GDF SUEZ and all sub-contractors shall respect legal and contractual obligations to all workers under labour and social security laws, regulations, and collective bargaining agreements arising from the regular employment relationship (Social Security Minimum Standards Convention C102). GDF SUEZ and all sub-contractors shall pay social security and pension contributions for their workers where such provisions exist. Companies will ensure that workers are not classified as self-employed when working under conditions of direct employment (bogus self-employment). GDF SUEZ expects its partners to apply comparable principles and regards this to be an important basis for a lasting business relationship.

All employees shall receive a written contract of employment or its equivalent.

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CHAPTER 2 - ENVIRONMENTAL RESPONSIBILITY TO SUPPORT SUSTAINABLE PERFORMANCE

2.1 Combating climate change

In order to master at best its greenhouse gas emissions, GDF SUEZ promotes the most efficient technologies for its own and its clients' plants. He develops a low-carbon energy mix, and encourages research and development as well as the use of economic and other tools available at European and international level. Signatory Global Union Federations support reduction of carbon emissions and will co-operate with GDF SUEZ to ensure that any necessary adaptation takes place in a way that protects the rights and interests of workers and that the impact of any such changes are designed and implemented in an agreed, fair manner; GDF SUEZ actively supports "Just Transition" principles.

2.2 Managing the impact of its activities

As a user or creator of products that can be harmful to the environment and to mankind, GDF SUEZ will continue to use tools to prevent or reduce known and identified risks. In addition, it has a policy for ecological management of waste generated by its plants. It also endeavors to preserve natural resources and protect biodiversity.

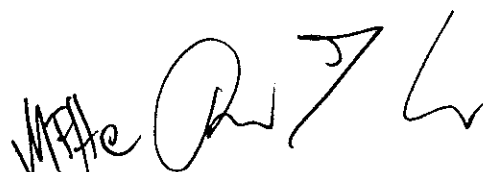
CHAPTER 3 - COMPLIANCE WITH THE COMMITMENTS MADE

3.1 This agreement does not invalidate or call into question existing collective agreements at local, national, European or other levels. It is intended to ensure that minimum standards are observed and respected throughout the world without in any way affecting higher or more detailed standards which may already exist.

3.2 Each company covered by this agreement will propose its methods of application within the framework of joint action plans. The application is intensely monitored with the trade union partners based on accessible and objective indicators. Where trade union partners cannot be involved, other methods will be examined and jointly agreed.

3.3 Global social dialogue will continue based on this agreement. It should lead to subsequent agreements in specific areas, for example, in such areas as training, occupational health and safety, restructuring, and sustainable development/climate change.

3.4 In the event that questions or issues develop in connection with this agreement that go beyond sectors or enterprises represented by trade union signatories, the terms of the agreement, established social dialogue and implementation procedures will be made available to Global Union Federations representing workers in those sectors and/or enterprises.

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CHAPTER 4 - IMPLEMENTATION

4.1 In order to ensure that the agreement is effective, mechanisms for implementation are agreed. This does not preclude further agreements on process questions. The purpose of this section is to ensure that there is good communication between Global Union Federations and GDF SUEZ and that conflicts are resolved in a rapid and satisfactory manner.

4.2 The signatories recognise the need for effective local measures to ensure that this agreement is respected. This should involve the local management, the workers and their unions and, as appropriate, health and safety representatives. Training may be necessary for both local management and trade union representatives. This will also require that adequate information and access are available.

4.3 A reference group shall be set up, composed of representatives of GDF SUEZ, BWI, ICEM, and PSI. Other trade union representatives will also be involved in the reference group as agreed by the parties, with appropriate geographical representation.

4.4 The reference group shall meet at least once a year to review the agreement and to discuss further co-operation. All costs for reference group meetings will be paid by GDF SUEZ.

4.5 The annual review of the present agreement shall be incorporated into GDF SUEZ reporting with the consent of the signatories.

CHAPTER 5 - CONFLICT RESOLUTION

5.1 In the event of a complaint or an alleged violation of the agreement the following procedure will apply :

a) Firstly, the complaint will be raised with the local site management. Workers may seek trade union representation.

b) If the complaint is not resolved with local management, it should be referred to the appropriate national union who will raise the issue with the company.

c) Any infractions which could not be resolved through discussion at the workplace or national level will be addressed by the signatories to the agreement in close cooperation with the GUF affiliates in the country concerned and will be reported to the responsible manager, who will ensure that corrective measures are implemented in a timely manner. This process will take place as needed and may include, but does not require a meeting of the reference group. The reference group can consider the matter and propose appropriate action.

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d) Informal discussions may also be considered appropriate at the same time as efforts are being made to resolve conflicts at local or national level.

e) If agreement is not possible, the signatories may seek mediation based on agreement on the selection of the mediator by the parties.

5.2 Signatories agree that any difference arising from the interpretation or implementation of this agreement will be examined jointly, for the purpose of clarification. The English text of this agreement is considered to be authoritative.

CHAPTER 6 - FINAL PROVISIONS

6.1 Duration of the Agreement

This agreement is valid for a period of three years. It may be terminated with advance notice from any party six months prior to its expiration. Otherwise it will remain valid for another three-year-period. In case of termination, the signatories agree to meet within the period of notice seeking to replace this agreement by an amended version.

6.2 Date of effectiveness

The agreement shall become effective on the day of its signature.

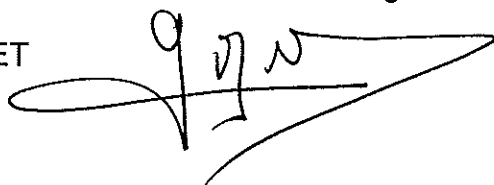
6.3 Filing of the Agreement

In accordance with the provisions of Articles L. 2231-6 et D. 2231-4 and following of the Labor Code, the Agreement shall be filed with local unity of Paris (DIRECCTE – Ile-de-France) and the registry of the Paris Industrial Court ("Conseil de Prud'hommes").

Paris, 16 novembre 2010

For GDF SUEZ S.A. and its subsidiaries meeting the conditions specified in the Preamble,

Gérard MESTRALLET



For BWI, Ambet YUSON

For ICEM, Manfred WARDA



For PSI, Peter WALDORFF



Addendum to the Agreement : GDF SUEZ and the Community

GDF SUEZ has responsibilities to society in addition to its obligations with regard to shareholders and employees and their respective representatives. This addendum outlines some of those responsibilities.

As specified in the agreement, GDF SUEZ will respect national law and regulations. Unfortunately, in too many countries, national laws and regulations are not adequate or are not fully implemented. GDF SUEZ and the signatory Global Union Federations seek good governance and the rule of law. International standards, including those dealing with human and trade union rights, are most effective if adopted by governments and applied at national level.

Social exclusion and discrimination generate injustice, often rob people of their basic human dignity, and deprive society of the contributions of many. It must be overcome, including through education and training. Inside and outside of the enterprise, diversity is positive and to be promoted.

Among its activities, GDF SUEZ distributes energy and water, essential to the health and well-being of society. Access to such vital services is a major priority. GDF SUEZ pledges to co-operate with local initiatives as well as making additional efforts to ensure that the poorest populations have access to energy, water and waste services.

GDF SUEZ will not discriminate against those with disabilities. In addition, it is committed to integrating the disabled, including through providing accessibility and taking specific measures to adapt to employee needs, as reflected in action plans. This commitment goes beyond the enterprise. GDF Suez is also conscious of and concerned about the problems of disabled persons in the larger society

GDF Suez supports government and voluntary action for social and economic progress. It will co-operate with other actors in society to further development. Priority is placed on the areas of health, employment, and education. GDF Suez employees, as members of the community, are encouraged to participate in voluntary solidarity and humanitarian activities.

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